

CONTRACT SUMMARY SHEET

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

DATE: 12/2/14

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): CITY CLERK

CONTACT PERSON: RICK SCOTT PHONE: 213-978-1121

CONTRACT NO.: C124929 COUNCIL FILE NO.: 12-0931

ADOPTED BY COUNCIL: 07/30/2014
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT
AMENDMENT NO.
ADDENDUM NO.
SUPPLEMENTAL NO.
CHANGE ORDER NO.

CONTRACTOR NAME: CENTRAL CITY EAST ASSOCIATION

TERM OF CONTRACT: 01/01/2015 THROUGH: 12/31/2021

TOTAL AMOUNT: N/A

PURPOSE OF CONTRACT:
Administration of the Downtown Industrial District Business Improvement District 2015-2021

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PRINT

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 CENTRAL CITY EAST ASSOCIATION, a California nonprofit corporation ("Corporation"), acting as the Owners Association pursuant to Section 36651 of the California Streets and Highways Code, for the administration of the Downtown Industrial District Business Improvement District, for the purpose of conveying special benefits to parcels assessed as part of the Downtown Industrial District Business Improvement District, with reference to the following facts:

RECITALS

- A. On July 30, 2014, 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. 183156 ("Ordinance"), which established the Downtown Industrial District Business Improvement District ("District") and levied assessments on the parcels of real property within the District. (Council File No. 12-0931).
- 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, 2015 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 November 1, 2015 and by November 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, 2016, 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, 2015, 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 one percent (1.00%) of the total annual assessments, plus an additional one percent (1.00%) for departmental costs associated with the direct billing of BID stakeholders. For the first fiscal year estimated recoverable costs will be \$20,293.39.
- 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, Division Manager
Neighborhood and Business Improvement District 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: Larry Rauch, Chairman
Central City East Association
725 South Crocker Street
Los Angeles, California 90021

Phone (213) 228-8484 / Fax (213) 228-8488

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 therefore. 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 CENTRAL CITY EAST ASSOCIATION for administration of the Downtown Industrial District Business Improvement District on behalf of the parties to this Agreement.

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

CORPORATION:
CENTRAL CITY EAST ASSOCIATION, a California non-profit corporation

By: [Signature]
HOLLY L. WOLCOTT
City Clerk

Date: 11/25/2014

By: [Signature]
LARRY RAUCH
Chairman

Date: _____

By: [Signature]
MARK SHINBANE
Vice-Chairman

Date: 10/1/14

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: [Signature]
Deputy City Attorney

Date: 11-20-14

ATTESTATION:
HOLLY L. WOLCOTT, City Clerk

By: [Signature]
Deputy 

Date: 12/2/14

Council File No. 12-0931

C-124929

**Downtown Industrial District
Business Improvement District
Management District Plan**

For
A Property Based
Business Improvement District
In the Downtown Industrial District
City of Los Angeles

May 2014

Prepared By
Urban Place Consulting Group, Inc.

RECEIVED
2014 MAY 23 AM 8:43
ADMINISTRATIVE
SERVICES DEPARTMENT

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For the
Downtown Industrial District Business Improvement District (District)
Los Angeles, California

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**Section 1
Management District Plan Summary**

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

Developed by the Downtown Industrial District Business Improvement District Renewal Committee, the Downtown Industrial District Business Improvement District Management Plan is proposed to improve and convey special benefits to properties located within the Downtown Industrial District Business Improvement District area. The District will provide new and continued improvements and activities, including Clean/Safe, Economic Development/Communication, and Management. Each of the programs is designed to meet the goals of the District: to improve the safety of each individual assessed parcels within the District, to increase building occupancy and lease rates, to encourage new business development; and attract ancillary businesses and services for parcels within the District.

Boundary: See Section 2, Page 7.

Budget: The total District budget for the 2015 year of operation is approximately \$2,067,590.

Improvements, Activities, Services:

CLEAN & SAFE, \$1,467,669 71%

Enhanced Safe Programs:

A Downtown Industrial District Business Improvement District Safe Team to address crime prevention for parcels in the District will consist of:

- Bicycle Patrol
- Night Vehicle Patrol

Enhanced Clean Programs will consist of:

- Sidewalk Sweeping
- Sidewalk Pressure Washing
- Graffiti & Handbill Removal
- Trash Removal
- Tree Trimming

ECONOMIC DEVELOPMENT/COMMUNICATION \$211,117 10%

- Image and Communication Programs
- Economic Development
- Planning Activities
- District stakeholder communications

**MANAGEMENT/CITY FEES
DELINQUENT ASSESSMENTS \$388,804 19%**

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

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

Cost: Annual assessments are based upon an allocation of program costs by Zone and a calculation of assessable footage. One property assessment variable, parcel square footage will be used in the calculation. 2015 year assessments per zone and per assessment variable will not exceed:

	Zone One	Zone Two	Non-Profit Parcels
Assessment per Lot Square Foot	\$0.3389	\$0.1104	\$0.0623

Cap: Assessment annual increases cannot exceed 5% per year. Increases will be determined by the business improvement district Owners' Association Board of Directors and will vary between 0 and 5% in any given year. Any change will be approved by the owners association board of directors and submitted to the City within its annual planning report.

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

Duration: The District will have a 7-year life beginning January 1, 2015 and ending December 31, 2021.

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

Section 2

Downtown Industrial District Business Improvement District Boundaries

The Downtown Industrial District Business Improvement District includes all property within a boundary formed by: (Also see map on page 7)

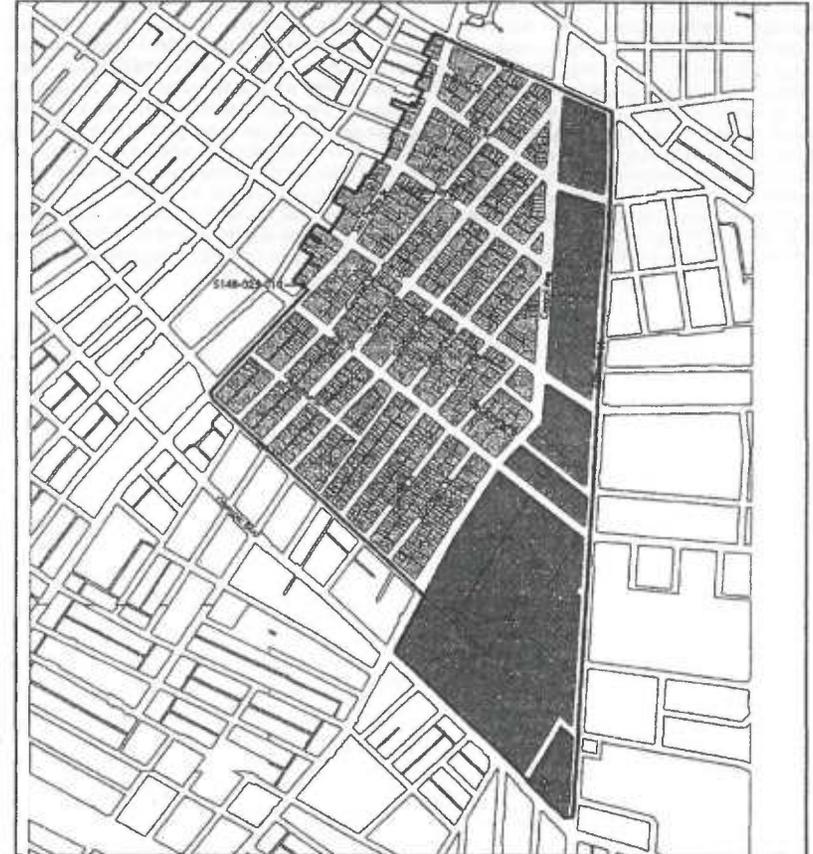
Summary – The proposed District is bounded on the West by San Pedro from 8th Street to 7th Street and both sides of San Pedro from 7th Street to 3rd Street. On the North by 3rd Street. On the East by Alameda Street. On the South by Olympic Boulevard and 8th Street. The Downtown Industrial District Business Improvement District includes all property within a boundary formed by:

Beginning at the intersection of 3rd Street and Alameda Street turn south along Alameda Street to the intersection of Olympic Boulevard. At Olympic Boulevard turn west along Olympic Boulevard to Central Avenue. At Central Avenue turn north along Central Avenue to 8th Street. At 8th Street turn west along 8th Street to San Pedro Street. At San Pedro Street turn north along San Pedro Street to the second parcel facing on the west side of San Pedro Street north of 7th Street, parcel number 5148-025-010. Beginning with parcel number 5148-025-010 continue north following the west parcel lines of parcels facing on the west side of San Pedro Street until 3rd Street. At 3rd Street turn east along 3rd Street until reaching the beginning point at 3rd Street and Alameda Street.

Benefit Zones

Zone One is made up primarily of smaller parcels than Zone Two with buildings that front on the street and tend to have more than one business within a building. Zone One's parcels are predominately occupied by small wholesale businesses. Zone One contains the highest concentration of small wholesale with some retail uses that primarily serve the needs of the immediate neighborhood within the District, the highest pedestrian counts and the highest demand for clean and safe services based on data from over 10 years of operation. Zone One also contains a number of non-profit social service providers. The west boundary for zone one is the west boundary for the District. The north boundary is 3rd Street. The east boundary is Central Avenue and the south boundary is 8th Street.

Zone Two is made up primarily of large parcels with buildings that are set back, are completely fenced and house only one business. Zone Two has a much lower historical demand for clean and safe services based on data from over 10 years of operations. Zone Two is predominately wholesale, industrial and market uses such as a seafood market, which have very little pedestrian traffic and operate predominately during the night hours. The west boundary for zone two is Central Avenue. The north boundary is 3rd Street. The east boundary is Alameda Street and the south boundary is Olympic Boulevard.



Zone 1 BID PROPERTIES (PROPERTY BASED)
Zone 2 BID PROPERTIES (PROPERTY BASED)
R.I.O. BOUNDARY

District Boundary Rationale

The property uses within the general boundaries of the Downtown Industrial District Business Improvement District are primarily wholesale, manufacturing and industrial uses with a small number of retail businesses, the majority of which are in Zone One. Zone One's parcels are predominately occupied by small wholesale businesses. Zone One contains the highest concentration of small wholesale with some small retail uses in the District. Zone Two is predominately large wholesale, large industrial and large market uses such as a seafood market. The District also contains a small number of non-profit social service uses located in zone one. Services and improvements provided by the District are designed to provide special benefits to each of the individually assessed wholesale, manufacturing, industrial, retail and social service parcels within the District in the form of improving the economic vitality by increasing building occupancy and lease rates and encouraging new business development, attracting tenants and encouraging commerce. Wholesale parcels will specifically benefit from the District programs in the form of an increased likelihood of increased commerce and building occupancy. Manufacturing and industrial parcels will specifically benefit from District programs in the form of an increased likelihood of new business development and a greater ability to attract tenants. Retail parcels will specifically benefit from District programs in the form of an increased likelihood of increased commerce, increased building occupancy and lease rates. All of the services provided, such as the security work provided by the Safe Team and the work provided by the Clean Team, are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District and because of the unique nature of these services focusing on the particular needs of each assessable parcel within the District provide particular and distinct benefits to each of the parcels within the District. Each property within the District receives special benefits and is assessed based upon benefits received.

In order to ensure that parcels outside of the District will not specially benefit from the improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District. Specifically, security patrols, clean / sanitation personnel, and similar service providers employed in connection with the District will only patrol and provide services on the streets and sidewalks within the District, and will not provide services outside of District boundaries. Nor will District promotional efforts promote activities outside of District boundaries. All assessed parcels within the District receive special benefits and are assessed based upon the special benefits received by each individually assessed parcel.

Northern Boundary: The northern boundary of the Downtown Industrial District Business Improvement District abuts the boundary of the Little Tokyo Business Improvement District. This district provides improvements and activities similar to the services provided by the Downtown Industrial District Business Improvement District. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District.

Eastern Boundary: The eastern boundary of the Downtown Industrial District Business Improvement District abuts from Third Street to Seventh Street on Alameda the Arts District Business Improvement District which is in formation. When the Arts District Business Improvement District is formed it will provide improvements and activities similar to the services provided by the Downtown Industrial District Business Improvement District. Alameda Street, south of Seventh Street, because of its width and high volume of truck traffic acts as a natural barrier to separate the District from property on the east side of Alameda. In order to ensure that parcels outside of the District will not specially benefit

from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District.

Southern Boundary: The southern boundary of the Downtown Industrial District Business Improvement District is the same as it has been since 2004. Parcels within the District are uniquely different from those property uses south of the District in that they are primarily wholesale, manufacturing and industrial uses. The manufacturing and industrial uses make products and ship them out of the District customers rarely come to their businesses. The wholesale businesses sell products in bulk with limited on-site sales. Property uses south of the District's southern border are primarily retail fashion related, retail electronics and other retail uses that sell individual products with the vast majority of their sales on-site and attract customers from a wide region. These uses have higher customer counts and parking demand with needs that are different from the wholesale industrial uses within the District and will not benefit from the services and programs that are designed to provide special benefit to the primarily wholesale, manufacturing and industrial uses within the Downtown Industrial District. The retail in Zone One is different from retail south of the District border in that it is predominately neighborhood serving, supporting the employees and customers of the primarily wholesale, manufacturing and industrial uses that exist in Zone One. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District.

Western Boundary: The western boundary of the Downtown Industrial District Business Improvement District abuts from Eight Street to Seventh Street the Fashion District Business Improvement District, which begins at Seventh Street, and provides improvements and activities similar to the services provided by the Downtown Industrial District Business Improvement District. The boundary from Seventh Street to Fifth Street includes parcels that face on both sides of San Pedro Street with the parcels on the west side of San Pedro Street being only one parcel deep. These parcels were included in order to provide consistent services to both sides of that part of San Pedro Street in an efficient and effective manner. By taking in both sides of San Pedro Street, one parcel deep on the western side of San Pedro Street, a small number of parcels with non-profit social service uses were incidentally included within the District.

District Clean/Safe and Communication programs are designed to provide a special benefit to all for-profit assessed District parcels in the form of an increased likelihood of improved lease rates and tenant occupancy and increased likelihood of attracting new investment to the district because of an increase in commercial activity. District programs are not designed to provide benefit to non-profit social service providers, but because these providers are within the District boundaries they receive special benefit from the District Clean Program (see discussion of non-profit parcels on pages 15 and 20). West of the District boundary is an area made up primarily of properties providing services to the homeless and impoverished which are distinctly different from the majority of uses within the District which are industrial, manufacturing and wholesale. Properties west of the District boundary do not receive District services and will not receive even the incidental special benefit that similar properties that were included in the District in an effort to provide effective service to both sides of San Pedro Street. District programs are designed to increase commercial activity and are not designed to increase customers to non-profit social service providers. The communication, economic development and clean and safe programs were design to increase commerce and economic vitality of the wholesale, manufacturing and industrial uses that are predominate in the District.

The remainder of the western boundary abuts an area whose use is predominately toy retail businesses which are distinctly different from the industrial, manufacturing and wholesale uses within the District. These parcels outside the District boundary will not receive special benefit from the communication, economic development and clean and safe programs which were designed to increase commerce and economic vitality of the wholesale, manufacturing and industrial uses that are predominate in the District. The very small number of toy retail businesses located within the District boundary receive special benefit from District programs because they are incidentally within the District. District programs are not designed to increase customers to retail toy businesses. The communication, economic development and clean and safe programs were designed to increase commerce and economic vitality of the wholesale, manufacturing and industrial uses that are predominate in the District. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District.

Section 3 District Improvement and Activity Plan

Process to Establish the Improvement and Activity Plan

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

All of the improvements and activities detailed below are provided only to individually assessed parcels defined as being within the boundaries of the District and provide benefits which are particular and distinct to each of the individually assessed properties within the proposed District. No improvement or activities are provided to parcels outside the District boundaries. All assessments outlined in this Management District Plan pay only for services directly benefiting each of the individually assessed parcels in this specialized district. All services will be provided to the individually assessed parcels defined as being within the District boundaries and no services will be provided outside the District boundaries. Each of the services: clean, safe, economic development/communication and management are unique to the District and to each of the District's individually assessed parcels therefore all benefits provided are particular and distinct to each individually assessed parcel.

All benefits derived from the assessments outlined in the Management District Plan are for services directly benefiting the individually assessed parcels within this area and support increased commerce, business attraction and retention and increased commercial property rental income. All services, safety, cleaning, economic development/communication and professional management services are provided solely to individually assessed parcels within the district to enhance the image and viability of assessed parcels and businesses within the Downtown Industrial District Business Improvement District boundaries and are designed only for the direct special benefit of the individually assessed parcels in the District. No services will be provided to parcels outside the District boundaries. (For a further definition of special benefits see Engineer's Report page 12 "Special Benefit")

The total improvement and activity plan budget for 2015 is \$2,067,590.40. Of the total budget, special benefit to parcels within the District totals \$2,029,339.98 and is funded by property assessments. General benefit from the District budget is calculated to be \$34,344.75, and is not funded by assessment revenue from District parcels. The costs of providing each of the budget components was developed from actual experience obtained in providing these same services over the last 14 years. Actual service hours and frequency may vary in order to match varying District needs over the 7 year life of the District. A detailed operation deployment for 2015 is available from the property owners association. The budget is made up of the following components. A detailed budget for each zone can be found in the chart in Section 4, page 18.

CLEAN AND SAFE PROGRAMS

\$1,467,669

Safe Team Program

The Safety Program will provide safety services for the individual assessed parcels located within the District in the form of patrolling bicycle personnel, and nighttime vehicle patrol. The purpose of the Safe Team Program is to prevent, deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking Parcels and alleys. The presence of the Safe Team Program is intended to deter such illegal activities as public urination, indecent exposure, trespassing, drinking in public, prostitution, illegal panhandling, illegal vending, and illegal dumping. The Program will supplement, not replace, other ongoing police, safety and patrol efforts within the District. The Safe Team Program will maintain communication with the Los Angeles Police Department (LAPD) area patrols and intends to report illegal activities to the LAPD. The Safe Team Program will only provide its services to assessed properties within the District boundaries. The special benefit to assessed parcels from these services is an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity and an increase in customers. These services are a special benefit to individually assessed parcels because graffiti, and illegal activities deter customers from visiting the district.

Clean Program

In order to consistently deal with cleaning issues, the Downtown Industrial District Business Improvement District Cleaning Program will continue the work that began in 2000. The clean team will only provide service to assessed parcels within District boundaries. The special benefit to assessed parcels from these services is an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity, an increase in customers and an increase in residential serving businesses. In order to consistently deal with cleaning issues, a multi-dimensional approach has been developed consisting of the following elements.

Sidewalk Cleaning: Uniformed, radio equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the District. District personnel may pressure wash the sidewalks.

Trash Collection: Collector truck personnel collect trash from sidewalk trash receptacles as needed. District trucks are often called to dispose of illegal food vendors' inventory. They are also dispatched to collect large bulky items illegally dumped in the District.

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

Tree Trimming: Street tree trimming is important to keep the District looking attractive.

ECONOMIC DEVELOPMENT/COMMUNICATION

\$211,117

It is important to not only provide the services needed in the District, but to tell the story of improvement in the District. The economic development/communication budget for each zone can be found in the chart in Section 4, page 19. The special benefit to District assessed parcels is a likelihood of increased lease rates and tenant occupancy due to the increased commercial activity

because of new customers attracted to the District by the communication on the web site and in the newsletter. Another special benefit to assessed parcels from the communication services is an increased transparency of District programs and financial transactions which will be available to parcel owners in the newsletter and on the web site. The special benefit to District assessed parcels from the economic development services is an increased likelihood of commercial activity and an increased likelihood of attracting new investment to the district both of which directly relate to increases in lease rates and enhanced commerce. Some of the economic development/communication programs currently in place or being considered are:

- Image and Communication programs
- Quarterly Newsletter
- Downtown Industrial District Business Improvement District Web Site
- Buyer Attraction Program
- Public and Media Relations
- Investment Attraction Programs
- Development of Downtown Industrial District Business Improvement District Image Pieces
- Market Research

MANAGEMENT/CITY FEES/CONTINGENCY

\$388,804

The improvements and activities are managed by a professional staff that requires centralized management support. Management staff oversees the District's services which are delivered seven days a week. Management staff actively works on behalf of the District parcels to insure that City and County services and policies support the District. Included in this item are the cost to conduct a yearly financial review; City fees to collect and process the assessments, a reserve for uncollectible assessments and depreciation. The management/city fees/contingency budget for each zone can be found in the chart in Section 4, page 18. The special benefit from these services is an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity, an increase in customers and an increase in residential serving businesses due to the work of the management staff as stated above

SEVEN YEAR OPERATING BUDGET

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

Assessment Increase or Decrease

Assessments will be subject to annual increases not to exceed 5% per year. The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. Increases will be determined by the District Owners Association and will vary between 0 and 5% in any given year. The projections below illustrate a maximum 5% annual increase for all budget items. Assessments may be reduced by action of the owners association in any given year. Assessments so reduced may, with approval of the District Owners Association Board, increase in the following year more than the 5% cap up to the maximum rate defined for that year in the chart on page 19. Pursuant to Section 36650 of the California Streets and Highways Code.

Budget Reallocation

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. The owners association shall have the right to reallocate up to 10% of the budget allocation by line item within the budgeted categories. The management/administration line item may only be increased by the annual increase subject to the 5% cap and cannot be increased through the 10% budget reallocation. Any change will be approved by the owner's association board of directors and submitted to the City of Los Angeles within its annual planning report. Pursuant to Section 36650 of the California Streets and Highways Code. The overall budget shall remain consistent with this Management District Plan. Each assessed parcel pays for 100% of the special benefit received based on the level of benefit received.

Seven Year Budget Projections *

Programs	2015	2016	2017	2018	2019	2020	2021
Clean and Safe	\$1,467,666	\$1,541,052	\$1,618,105	\$1,699,010	\$1,783,961	\$1,873,159	\$1,966,817
Economic Development/Communication	\$211,117	\$221,673	\$232,796	\$244,394	\$256,614	\$269,445	\$282,917
Management/City Fees/Contingency	\$388,804	\$408,244	\$428,656	\$450,089	\$472,594	\$496,223	\$521,035
Total Budget	\$2,067,590	\$2,170,970	\$2,279,516	\$2,393,494	\$2,513,169	\$2,638,827	\$2,770,768

*Assumes 5% yearly increase on all budget items. Note: Any accrued interest or delinquent payments received will be expended in the above categories.

Section 4

Assessment Methodology

Individual assessable parcels shall be assessed by square feet of parcel size according to each parcel's proportionate special benefit derived from the services provided to that parcel. Each parcel pays 100% of the special benefit derived by the individual parcel. Special circumstances such as a parcel's location within the District area and need and/or frequency for services are carefully reviewed relative to the specific and distinct type of programs and improvements to be provided by the District in order to determine the appropriate levels of assessment. For a further definition of special benefits the Engineer's Report is available from the Downtown Industrial District office.

The methodology to levy assessments upon real property that benefit from the improvements and activities of the Downtown Industrial District Business Improvement District are Parcel Square Footage as the one assessment variable. In order to determine which elements will be a part of the assessment methodology it begins with an analysis of the building types and development types within a district. The building types within this district do not vary much. Most buildings are one and two story industrial buildings. The use of building square footage as one of the assessment variables is not needed to address the need to spread the assessments equitably because the District does not have a wide variable of density on a parcel.

To further determine which elements will be a part of the assessment methodology there must be an analysis of the parcel sizes and variations in parcel size within the district. This District does not have a consistent parcel size throughout the District. The parcels vary from small commercial parcels in zone one to large industrial parcels in zone two. The use of lot size as the only assessment variables address the need to spread the assessments equitably in a district that has such a wide variable in lot size.

Linear footage was not used as an assessment variable in this District due to the wide variances in parcel sizes as stated above. Linear footage is best used as an assessment variable when there is relatively minor variances in building types and parcel sizes.

Services and improvements provided by the District are designed to provide special benefits to the mix of primarily wholesale, manufacturing and industrial uses. The use of each parcel's assessable Parcel square footage is the best measure of benefit for the programs because the intent of the District programs is to improve the safety of each individual parcel, to increase building occupancy and lease rates, to encourage new business development and attract ancillary businesses and services for parcels within the District, in other words to attract more customers, clients and or employees. The best way to determine each parcels proportionate special benefit from the District programs is to relate each parcel's Parcel square footage to every other parcel's Parcel square footage.

Parcel square footage is relevant to the best use of a property and will reflect the long term special benefit implications of the improvement district.

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

Benefit Zones:

The State Law and State Constitution Article XIID require that special assessments be levied

according to the special benefit each individual parcel receives from the improvements. In order to match assessment rates to benefits, two benefit zones, in addition to a non-profit parcel assessment have been established. The levels of appropriate service delivery within each zone were determined by analyzing historical data on the amount of clean and safe services delivered to each zone, current service delivery needs and projecting future needs over the term of the District in order to produce a common level of safety and cleanliness for each parcel throughout the District. Each zones assessment rate was calculated by determining the expense for the services provided in that area and then spreading the expenses over the total assessable Footage for that Zone.

Zone One is made up primarily of small parcels with small lot sizes. Zone One parcels have buildings that front on the street and tend to have more than one business within a building. Zone One's parcels are predominately occupied by small businesses. Zone One has a much higher density than Zone Two with 97% of the District parcels and only 64% of the District lot square footage. Zone One contains the highest concentration of retail uses in the District, the highest pedestrian counts and the highest demand for clean and safe services based on data from over 10 years of operation. Zone One also contains a number of non-profit social service providers.

Zone Two is made up primarily of large parcels with buildings that are set back, are completely fenced and house only one business. Zone Two is much less dense than Zone One containing only 3% of the District parcels on 36% of the Districts lot square footage. Zone Two has a much lower historical demand for clean and safe services based on data from over 10 years of operations. Zone Two is predominately wholesale, industrial and market uses such as a seafood market, which have very little pedestrian traffic and operate predominately during the night hours.

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

Non-Profit Social Service Provider Assessments

District parcels which are owned and occupied by Non-Profit social service providers (non-profit parcels) do not receive the same level of special benefits from the District programs which are designed to meet the District goals of improving the appearance and safety of the District, to increase building occupancy and lease rates, to encourage new business development, attract ancillary businesses and services and increase the economic vitality of the wholesale, manufacturing and industrial uses as do all of the other parcels within the District. These service providers provide homeless and mental health programs. Customers/clients of non-profit social service providers within the District do not have a discretionary choice of where to go to get their services as compared to a customer of a for-profit business which has several choices of where to buy their products and services. Customers/clients of these service providers are not attracted to the providers because of a safe environment. These providers will not specially benefit from the safe programs provided by the District and will only benefit from the cleaning activities of the District and the management/contingency/city fees programs of the District.

Because of the differences between for-profit and non-profit clients/customers as discussed in the above paragraph, non-profit social service parcels do not receive special benefits from the District's 5.2014 15

safe programs or economic development programs. Non-profit parcels do receive special benefits from the District clean programs that provide a healthier environment to the areas around their parcels. These area are used as waiting/queuing areas by their clients. Non-profit parcels also benefit from the clean programs in that a clean area provides a better environment which increases the likelihood of attracting and maintaining employees at the service providers. These clean programs enhance the ability of the social service providers to provide their services and therefore provide special benefits to the non-profit parcels. Non-profit parcels will only pay their share of the District's clean and management/contingency/city fees programs. The non-profit social service providers are located in a small geographic area of district.

Non-profit parcels will only pay their share of the District's clean, management/city fees/ contingency programs. The non-profit share is calculated by taking the total lot square footage of non-profit parcels (764,763) and dividing it by the total lot square footage of the District (9,275,451) to arrive at 8.25% of the total lot square footage owned by non-profit parcels. The total budget for District clean programs is \$ 494,100, the non-profit share of the clean programs is \$494,100 X 8.25% = \$40,763. To calculate the non-profit share of the management, city fee/contingency take the total non-profit share of clean programs \$40,763 and divide by the total district budget for all clean, safe and economic development/communication budget \$1,678,786. The result rounded to two decimal places is .02%. Multiply the .02% times the total District budget for management, city fees/contingency of \$388,804 and the non-profit share is \$7,776. The total non-profit share of the District budget is \$40,763 + \$7,776 = \$48,539. After the general benefit percentage of 1.85% or \$898 is subtracted from \$48,539, the non-profit portion of the budget to be assessed is \$47,641. The assessment rate for District parcels that are owned and operated by non-profit social service providers is \$47,641 / 764,763 lot square feet = \$0.0623 per lot square foot. The following parcels are defined as receiving non-profit assessments:

5146-001-001	5147-009-001	5147-019-010	5147-025-020	5148-025-005
5146-001-002	5147-009-003	5147-019-011	5147-026-030	5148-025-006
5146-005-001	5147-009-004	5147-019-015	5147-027-031	5148-025-007
5146-005-005	5147-009-017	5147-019-023	5147-029-002	5148-025-008
5146-005-012	5147-010-002	5147-020-005	5147-029-035	5148-025-009
5146-005-013	5147-015-040	5147-024-002	5147-029-048	5148-025-017
5146-005-024	5147-016-001	5147-024-003	5147-029-049	5148-025-026
5146-005-029	5147-016-004	5147-024-004	5147-030-063	5147-025-900
5146-008-001	5147-016-005	5147-024-022	5147-034-016	
5146-029-039	5147-016-020	5147-024-023	5147-035-001	
5147-001-012	5147-016-021	5147-024-024	5148-005-010	
5147-006-010	5147-016-024	5147-024-026	5148-011-001	
5147-007-005	5147-019-001	5147-025-003	5148-012-021	
5147-007-007	5147-019-008	5147-025-007	5148-012-019	
5147-007-020	5147-019-009	5147-025-014	5148-013-006	

Calculation of Assessments

The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of benefit provided by the services. The proposed services are narrowly defined to confer a particular and distinct benefit to the parcels within the district. The services do not confer general benefits on the community as a whole, like general City services. Each of the parcels in the

district participates in the tangible benefits from the parcel-specific safety, cleaning and communication programs. Due to the proportionate special benefits received by these individual parcels from the District services, these parcels will be assessed a rate which is proportionate to the amount of special benefits received. Only special benefits are assessable and these benefits must be separated from any general benefits. The Engineer's report has calculated that 1.85% of the programs provided by the District provide general benefit. Assessment revenue cannot be used to pay for general benefits. (See page 12 of the Engineer's Report for discussion of general and special benefits)

A number of factors enter into the determination of how much weight is to be given to each zone. Historical data from the last 9 years detailing the type and level of service delivery to each individual assessed parcel was reviewed. The relationship between the current assessable footage and historical assessable footage of each of the zones to each other and the total of all assessment variables was reviewed. The result of this process was to confirm the validity of the weighting that was determined with the original 2000 establishment of the District and the 2005 and 2010 renewal of the District. 100% emphasis is placed on gross Parcel square footage which reflects the more substantial long term value impacts on highest and best use.

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

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

Assessable Footage

	Zone One	Zone Two	Non-Profit
Lot Square Footage	4,563,124	3,947,564	764,763

The following chart identifies each program budget that is allocated to each zone.

Programs	Clean and Safe	Economic Development, Communication	Management, City Fees, Contingency	Total Budget	Less General Benefit	Budget Assessed to Parcels
Zone 1	\$1,111,742	\$164,000	\$299,379	\$1,575,121	\$29,140	\$1,545,981.34
Zone 2	\$315,164	\$47,117	\$81,649	\$443,930	\$8,213	\$435,717.53
Non Profit	\$40,763	\$0	\$7,776	\$48,539	\$898	\$47,641.11
Total Budget	\$1,467,669	\$211,117	\$388,804	\$2,067,590	\$38,251	\$2,029,339.98

	Zone One	Zone Two	Non-Profit Parcels
Assessment per Lot Square Foot	\$0.3389	\$0.1104	\$0.0623

City of Los Angeles parcel 5147-029-901 is a public plaza and will not benefit from the District communication and economic development programs and will pay at an assessment rate of \$0.3035 for the first year of the District.

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

Calculation Formula:

Parcel Square Footage X Appropriate Rate = Parcel Parcel Footage Assessment

The total of Parcel footage assessment for each parcel constitutes the total assessment for that parcel.

As a result of construction the District anticipates some commercial and residential developments that may change the total assessment and individual increases/decreases in assessment. Any changes will be made in accordance with policies and procedures consistent with State law.

See the Engineer's Report, which is available from the Downtown Industrial District office, for a complete analysis of assessment methodology.

Maximum Annual Assessment Adjustments

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. Assessments may be subject to annual increases not to exceed the assessment rates in the table below for any given year. Increases will be determined by the District Owners Association and will vary between 0 and 5% in any given year. Any change will be approved by the owners association board of directors and submitted to the City within its annual planning report. Pursuant to Section 36650 of the California Streets and Highways Code.

The projections below illustrate a maximum 5% annual increase for all assessment rates.

Maximum Assessment Table

	2015	2016	2017	2018	2019	2020	2021
Zone 1	\$0.3389	\$0.3558	\$0.3736	\$0.3923	\$0.4119	\$0.4325	\$0.4542
Zone 2	\$0.1104	\$0.1159	\$0.1217	\$0.1278	\$0.1342	\$0.1409	\$0.1479
Non Profit	\$0.0623	\$0.0654	\$0.0687	\$0.0721	\$0.0757	\$0.0795	\$0.0835

City Parcel	2015	2016	2017	2018	2019	2020	2021
5147-029-901	\$0.3035	\$0.3187	\$0.3346	\$0.3513	\$0.3689	\$0.3874	\$0.4067

Maximum Assessment Rates

The maximum assessment rate for each year is defined in the chart above. Assessments may be reduced by action of the owners association in any given year. Assessments so reduced may increase in the following year more than the 5% cap up to the maximum rate defined for that year in

the chart above. Any change will be approved by the owners association board of directors and submitted to the City within its annual planning report. Pursuant to Section 36650 of the California Streets and Highways Code.

Budget Adjustments

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. The owners association shall have the right to reallocate up to 10% of the budget allocation by line item within the budgeted categories. The management/administration line item may only be increased by the annual increase subject to the 5% cap and cannot be increased through the 10% budget reallocation. Any change will be approved by the owner's association board of directors and submitted to the City of Los Angeles within its annual planning report. Pursuant to Section 36650 of the California Streets and Highways Code. The overall budget shall remain consistent with this Management District Plan

Any annual budget surplus will be rolled into the following year's District budget. The budget will be set accordingly, within the constraints of the management plan to adjust for surpluses that are carried forward. Funds from an expired District shall be rolled over into the new District if one is established, or returned to the property owners if one is not established, in accordance with the Streets and Highways Code section 36671

If an error is discovered on a parcel's assessed footages, the District may investigate and correct the assessed footages after confirming the correction with the L.A. County Assessor Data and City Clerk's office. The correction may result in an increase or decrease to the parcels assessment.

Non-Profit Social Service Provider

Any changes to non-profit social service provider's eligibility will be reviewed annually by District management and submitted to the City with the annual assessment roll update. Changes may include a Non-Profit changing to a For-Profit or a For-Profit changing to a Non-Profit. Assessment rates will change for parcels that have a change in their for-profit or non-profit ownership status.

Future Development

As a result of continued development, the District may experience the addition or subtraction of assessable footage for parcels included and assessed within the District boundaries. The modification of parcel improvements assessed within the District may then change upwards or downwards the amount of total footage assessment for these parcels, pursuant to Government Code 53750, will be prorated to the date they receive the temporary and/or permanent certificate of occupancy.

In future years, the assessments for the special benefits bestowed upon the included BID parcels may change in accordance with the assessment methodology formula listed in the Management District Plan and Engineer's Report provided the assessment rate does not change. If the assessment formula changes and increases assessments then a Proposition 218 ballot will be required for approval of the formula changes.

Time and Manner for Collecting Assessments

As provided by State law, the District assessment will appear as a separate line item on annual property tax bills prepared by the County of Los Angeles. The City of Los Angeles may direct

bill the first years assessment for all property owners and will direct bill any property owners whose special assessment does not appear on the tax rolls.

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

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

Disestablishment

California State Law Section 36670 provides for the disestablishment of a District. Upon the termination of this District any remaining revenues shall be transferred to the renewed District, if one is established, pursuant to Streets and Highways Code Section 36660 (b). Unexpended funds will be returned to property owners based upon each parcels percentage contribution to the total year 2015 assessments if the District is not renewed.

Bond Issuance

The District will not issue Bonds.

Public Property Assessments

The Downtown Industrial District PBID will provide all the improvements and activities, including communication, to the City of Los Angeles or any other government-owned parcels within the PBID boundary with the exception of parcel of parcel 5147-029-901 which is a public plaza and will not benefit from the District communication and economic development programs, but will receive special benefit from all other District program. All publicly-owned parcels will pay their proportional share of costs based on the special benefits conferred to those individual parcels. The special benefit to government assessed parcels from these services is an increase in District customers, and an increased likelihood of attracting and retaining employees that follow from having a cleaner and safer area. Publicly owned parcels will receive special benefit in the form of increased use of the public facilities, increased attraction and retention of employees, which directly relates to fulfilling their public service mission. See Engineers Report page 12 for publicly owned parcels special benefit designation. Article XIII D of the California Constitution was added in November of 1996 to provide for these assessments. It specifically states in Section 4(a) that "Parcels within a district that are owned or used by any agency...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." Below is a list of the publicly-owned parcels and their respective assessments.

APN	OWNER GROUP	Site NUM	Site STREET	zone	LOT SIZE	2015 Asmt	%
5147024900	City Of Los Angeles (parking lot)	557	CROCKER ST	1	4,234	\$1,434.94	0.07%
5147024901	City Of Los Angeles (parking lot)		*NO SITE ADDRESS*	1	1,411	\$478.20	0.02%
5147025900	City Of Los Angeles (lamp village)		*NO SITE ADDRESS*	np	26,139	\$1,628.34	0.08%
5147029901	City Of Los Angeles (public plaza)		*NO SITE ADDRESS*	1	14,200	\$4,310.03	0.21%

Total City of Los Angeles						\$7,851.51	0.39%
5147007901	CRA of LA	454	San Pedro St	1	23,090	\$7,825.41	0.39%
5147026900	CRA of LA	600	S SAN PEDRO ST	1	44,169	\$14,969.27	0.74%
Total CRA of LA						\$22,794.68	1.12%
5147015900	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015901	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015902	LACMTA		*NO SITE ADDRESS*	1	4,299	\$1,456.97	0.07%
5147015903	LACMTA		*NO SITE ADDRESS*	1	4,704	\$1,594.23	0.08%
5147015904	LACMTA		*NO SITE ADDRESS*	1	11,151	\$3,779.17	0.19%
5147015905	LACMTA		*NO SITE ADDRESS*	1	9,975	\$3,380.62	0.17%
5147015906	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015907	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015908	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147033900	LACMTA		*NO SITE ADDRESS*	1	24,045	\$8,149.07	0.40%
5147035900	LACMTA	1310	INDUSTRIAL ST	2	8,058	\$889.41	0.04%
5147035901	LACMTA	1337	E 7TH ST	2	8,319	\$918.22	0.05%
5147035902	LACMTA	1339	E 7TH ST	2	12,109	\$1,336.55	0.07%
5147035903	LACMTA	1345	E 7TH ST	2	42,906	\$4,735.81	0.23%
5147035904	LACMTA	1340	INDUSTRIAL ST	2	31,755	\$3,505.00	0.17%
5147036907	LACMTA		*NO SITE ADDRESS*	2	740	\$81.68	0.00%
5147036908	LACMTA	1016	E 6TH ST	2	215,622	\$23,799.56	1.17%
5147036909	LACMTA		*NO SITE ADDRESS*	2	61,855	\$6,827.33	0.34%
Total LACMTA						\$64,681.50	3.19%
Total Government Parcels						\$95,327.69	4.70%

Section 5 District Rules and Regulations

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

- Competitive Procurement Process**
 The Owner's Association shall develop a policy for competitive bidding when purchasing substantial amounts of services, products and/or equipment. The policy will aim to maximize service, quality, efficiency and cost effectiveness.
- Treatment of Residential Housing**
 In accordance with Section 36632 (c) of the California Streets and Highways Code, properties zoned solely for residential or agricultural use are conclusively presumed not to receive special benefit from the improvements and service funded through the assessments of the District and are not subject to any assessment pursuant to Section 36632 (c). Therefore, properties zoned solely for residential or agricultural use within the boundaries of the District, if any, will not be assessed. The District does not contain parcels that are zoned solely for residential or agricultural use.
- Renewal/Establishment**
 District funds may be used for establishing and renewing the District.

Section 6 Implementation Timetable

The Downtown Industrial District Business Improvement District is expected to be established and begin implementation of the Management District Plan in the first quarter of 2015. Consistent with State law the Downtown Industrial District Business Improvement District will have a seven-year life through December 31, 2021.

Section 7
Parcel Roll

APN	OWNER GROUP	Site NUM	Site STREET	zone	LOT SIZE	2015 Asmt	%
5147024900	City Of Los Angeles (parking lot)	557	CROCKER ST	1	4,234	\$1,434.94	0.07%
5147024901	City Of Los Angeles (parking lot)		*NO SITE ADDRESS*	1	1,411	\$478.20	0.02%
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5147029901	City Of Los Angeles (public plaza)		*NO SITE ADDRESS*	1	14,200	\$4,310.03	0.21%
Total City of Los Angeles						\$7,851.51	0.39%
5147007901	CRA of LA	454	San Pedro St	1	23,090	\$7,825.41	0.39%
5147026900	CRA of LA	600	S SAN PEDRO ST	1	44,169	\$14,969.27	0.74%
Total CRA of LA						\$22,794.68	1.12%
5147015900	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015901	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015902	LACMTA		*NO SITE ADDRESS*	1	4,299	\$1,456.97	0.07%
5147015903	LACMTA		*NO SITE ADDRESS*	1	4,704	\$1,594.23	0.08%
5147015904	LACMTA		*NO SITE ADDRESS*	1	11,151	\$3,779.17	0.19%
5147015905	LACMTA		*NO SITE ADDRESS*	1	9,975	\$3,380.62	0.17%
5147015906	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
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5147015908	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147033900	LACMTA		*NO SITE ADDRESS*	1	24,045	\$8,149.07	0.40%
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5147036908	LACMTA	1016	E 6TH ST	2	215,622	\$23,799.56	1.17%
5147036909	LACMTA		*NO SITE ADDRESS*	2	61,855	\$6,827.33	0.34%
Total LACMTA						\$64,681.50	3.19%
Total Government Parcels						\$95,327.69	4.70%

APN	Site NUM	Site STREET	zone	LOT SIZE	2015 Asmt	%
5146001001	1000	E 7TH ST	NP	11,238	\$700.07	0.03%
5146001002	1010	E 7TH ST	NP	5,446	\$339.26	0.02%
5146001027	1018	E 7TH ST	1	8,581	\$2,908.18	0.14%
5146001028	719	CERES AVE	1	5,445	\$1,845.36	0.09%

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5146001029	711	CERES AVE	1	6,969	\$2,361.86	0.12%
5146001030	718	GLADYS AVE	1	14,026	\$4,753.54	0.23%
5146001031	742	GLADYS AVE	1	12,240	\$4,148.25	0.20%
5146001032		*NO SITE ADDRESS*	1	4,160	\$1,409.86	0.07%
5146001033		*NO SITE ADDRESS*	1	4,160	\$1,409.86	0.07%
5146001034	728	GLADYS AVE	1	4,160	\$1,409.86	0.07%
5146001035	722	GLADYS AVE	1	8,494	\$2,878.69	0.14%
5146001036		*NO SITE ADDRESS*	1	4,443	\$1,505.77	0.07%
5146001037	725	CERES AVE	1	4,443	\$1,505.77	0.07%
5146001038	727	CERES AVE	1	4,443	\$1,505.77	0.07%
5146001039	729	CERES AVE	1	4,443	\$1,505.77	0.07%
5146001040	731	CERES AVE	1	4,443	\$1,505.77	0.07%
5146001041	733	CERES AVE	1	4,435	\$1,503.06	0.07%
5146001042	737	CERES AVE	1	4,435	\$1,503.06	0.07%
5146001043	741	CERES AVE	1	4,443	\$1,505.77	0.07%
5146002035	1021	E 8TH ST	1	6,507	\$2,205.28	0.11%
5146002036	1013	E 8TH ST	1	3,310	\$1,121.79	0.06%
5146002037	1011	E 8TH ST	1	3,406	\$1,154.32	0.06%
5146002038	1001	E 8TH ST	1	5,157	\$1,747.75	0.09%
5146002039	790	GLADYS AVE	1	4,499	\$1,524.75	0.08%
5146002040	784	GLADYS AVE	1	8,076	\$2,737.03	0.13%
5146002041	776	GLADYS AVE	1	4,107	\$1,391.90	0.07%
5146002042	774	GLADYS AVE	1	4,107	\$1,391.90	0.07%
5146002043	766	GLADYS AVE	1	8,298	\$2,812.27	0.14%
5146002044	760	GLADYS AVE	1	6,101	\$2,067.68	0.10%
5146002045	754	GLADYS AVE	1	6,616	\$2,242.22	0.11%
5146002046		*NO SITE ADDRESS*	1	4,255	\$1,442.06	0.07%
5146002047	744	GLADYS AVE	1	4,255	\$1,442.06	0.07%
5146002048		*NO SITE ADDRESS*	1	4,443	\$1,505.77	0.07%
5146002049	747	CERES AVE	1	9,226	\$3,126.77	0.15%
5146002050		*NO SITE ADDRESS*	1	4,400	\$1,491.20	0.07%
5146002051		*NO SITE ADDRESS*	1	4,440	\$1,504.76	0.07%
5146002052	767	CERES AVE	1	4,443	\$1,505.77	0.07%
5146002053	769	CERES AVE	1	4,443	\$1,505.77	0.07%
5146002054		*NO SITE ADDRESS*	1	4,443	\$1,505.77	0.07%
5146002055	777	CERES AVE	1	4,443	\$1,505.77	0.07%
5146002056	781	CERES AVE	1	8,799	\$2,982.06	0.15%
5146002057	787	CERES AVE	1	5,170	\$1,752.16	0.09%
5146003023	765	KOHLER ST	1	3,049	\$1,033.33	0.05%
5146003024	761	KOHLER ST	1	3,049	\$1,033.33	0.05%
5146003025	755	KOHLER ST	1	9,670	\$3,277.25	0.16%
5146003032		*NO SITE ADDRESS*	1	3,354	\$1,136.70	0.06%
5146003033		*NO SITE ADDRESS*	1	5,619	\$1,904.33	0.09%
5146003034		*NO SITE ADDRESS*	1	4,486	\$1,520.35	0.07%
5146003035		*NO SITE ADDRESS*	1	4,486	\$1,520.35	0.07%
5146003036		*NO SITE ADDRESS*	1	4,486	\$1,520.35	0.07%
5146003037		*NO SITE ADDRESS*	1	4,499	\$1,524.75	0.08%
5146003038	782	CERES AVE	1	4,486	\$1,520.35	0.07%
5146003039	786	CERES AVE	1	4,499	\$1,524.75	0.08%

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5146003040	790	CERES AVE	1	5,073	\$1,719.29	0.08%
5146003045	783	KOHLER ST	1	4,499	\$1,524.75	0.08%
5146003046	781	KOHLER ST	1	2,705	\$916.75	0.05%
5146003047		*NO SITE ADDRESS*	1	7,570	\$2,565.54	0.13%
5146003048	773	KOHLER ST	1	4,325	\$1,465.78	0.07%
5146003049		*NO SITE ADDRESS*	1	4,016	\$1,361.06	0.07%
5146003050		*NO SITE ADDRESS*	1	3,550	\$1,203.13	0.06%
5146003051		*NO SITE ADDRESS*	1	178	\$60.33	0.00%
5146003052		*NO SITE ADDRESS*	1	178	\$60.33	0.00%
5146003053		*NO SITE ADDRESS*	1	566	\$191.82	0.01%
5146003054	0	E 8TH ST	1	12,680	\$4,297.37	0.21%
5146003055	1107	E 8TH ST	1	3,946	\$1,337.33	0.07%
5146003056	1105	E 8TH ST	1	3,798	\$1,287.18	0.06%
5146003057	1101	E 8TH ST	1	3,567	\$1,208.89	0.06%
5146004001	1112	E 7TH ST	1	5,619	\$1,904.33	0.09%
5146004002	1122	E 7TH ST	1	7,448	\$2,524.19	0.12%
5146004024	0	CERES AVE	1	4,312	\$1,461.38	0.07%
5146004025	736	CERES AVE	1	8,640	\$2,928.17	0.14%
5146004034	1104.S	E 7TH ST	1	9,082	\$3,077.97	0.15%
5146004035	1108	E 7TH ST	1	4,538	\$1,537.97	0.08%
5146004036	712	CERES AVE	1	5,296	\$1,794.86	0.09%
5146004037	714	CERES AVE	1	4,787	\$1,622.36	0.08%
5146004038	718	CERES AVE	1	4,730	\$1,603.04	0.08%
5146004039	722	CERES AVE	1	4,560	\$1,545.43	0.08%
5146004040	728	CERES AVE	1	4,560	\$1,545.43	0.08%
5146004041		*NO SITE ADDRESS*	1	4,560	\$1,545.43	0.08%
5146004042		*NO SITE ADDRESS*	1	235	\$79.64	0.00%
5146004043		*NO SITE ADDRESS*	1	235	\$79.64	0.00%
5146004044		*NO SITE ADDRESS*	1	4,560	\$1,545.43	0.08%
5146004047		*NO SITE ADDRESS*	1	2,134	\$723.23	0.04%
5146004048		*NO SITE ADDRESS*	1	4,325	\$1,465.78	0.07%
5146004049	737	KOHLER ST	1	8,651	\$2,931.90	0.14%
5146004050	749	KOHLER ST	1	7,030	\$2,382.53	0.12%
5146004051	747	KOHLER ST	1	3,245	\$1,099.76	0.05%
5146004052	741	KOHLER ST	1	3,245	\$1,099.76	0.05%
5146004053	739	KOHLER ST	1	3,785	\$1,282.77	0.06%
5146004054	729	KOHLER ST	1	21,636	\$7,332.64	0.36%
5146004055	746	CERES AVE	1	18,092	\$6,131.54	0.30%
5146005001	1220	E 7TH ST	NP	10,474	\$652.48	0.03%
5146005005		*NO SITE ADDRESS*	NP	3,674	\$228.87	0.01%
5146005006		*NO SITE ADDRESS*	1	4,094	\$1,387.49	0.07%
5146005007	730	KOHLER ST #ZZ	1	4,094	\$1,387.49	0.07%
5146005009	738	KOHLER ST #ZZ	1	4,094	\$1,387.49	0.07%
5146005010	744	KOHLER ST	1	8,145	\$2,760.41	0.14%
5146005012		*NO SITE ADDRESS*	NP	3,264	\$203.33	0.01%
5146005013	720	KOHLER ST	NP	12,247	\$762.93	0.04%
5146005014	724	KOHLER ST	1	4,094	\$1,387.49	0.07%
5146005015	741	MERCHANT ST	1	6,098	\$2,066.67	0.10%
5146005016		*NO SITE ADDRESS*	1	3,049	\$1,033.33	0.05%

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5146005017		*NO SITE ADDRESS*	1	3,571	\$1,210.24	0.06%
5146005022	721	MERCHANT ST	1	12,763	\$4,325.50	0.21%
5146005024	711	MERCHANT ST	NP	7,666	\$477.56	0.02%
5146005025	729	MERCHANT ST	1	11,674	\$3,956.42	0.19%
5146005029	1200	E 7TH ST	NP	10,553	\$657.40	0.03%
5146006002	748	KOHLER ST	1	3,366	\$1,140.77	0.06%
5146006003	750	KOHLER ST	1	6,316	\$2,140.55	0.11%
5146006004	758	KOHLER ST	1	2,570	\$871.00	0.04%
5146006005	764	KOHLER ST	1	2,570	\$871.00	0.04%
5146006006	764	KOHLER ST	1	6,621	\$2,243.92	0.11%
5146006007	766	KOHLER ST	1	6,098	\$2,066.67	0.10%
5146006008	772	KOHLER ST	1	3,049	\$1,033.33	0.05%
5146006009	774	KOHLER ST	1	3,049	\$1,033.33	0.05%
5146006010	780	KOHLER ST	1	2,570	\$871.00	0.04%
5146006011	782	KOHLER ST	1	2,570	\$871.00	0.04%
5146006012	784	KOHLER ST	1	5,096	\$1,727.08	0.09%
5146006013		*NO SITE ADDRESS*	1	2,570	\$871.00	0.04%
5146006014	1201	E 8TH ST	1	8,799	\$2,982.06	0.15%
5146006015	1215	E 8TH ST	1	10,933	\$3,705.29	0.18%
5146006016	775	MERCHANT ST	1	13,242	\$4,487.83	0.22%
5146006017	769	MERCHANT ST	1	4,094	\$1,387.49	0.07%
5146006018		*NO SITE ADDRESS*	1	3,577	\$1,212.28	0.06%
5146006019	755	MERCHANT ST	1	4,704	\$1,594.23	0.08%
5146006023	751	MERCHANT ST	1	3,179	\$1,077.39	0.05%
5146006024	745	MERCHANT ST #ZZ	1	3,179	\$1,077.39	0.05%
5146006026		*NO SITE ADDRESS*	1	4,094	\$1,387.49	0.07%
5146006027	761	MERCHANT ST	1	8,145	\$2,760.41	0.14%
5146006028	778	KOHLER ST	1	4,094	\$1,387.49	0.07%
5146006029		*NO SITE ADDRESS*	1	3,049	\$1,033.33	0.05%
5146006030	755	MERCHANT ST	1	9,365	\$3,173.88	0.16%
5146007001	748	MERCHANT ST	1	3,920	\$1,328.52	0.07%
5146007002	748	MERCHANT ST	1	4,878	\$1,653.20	0.08%
5146007003	762	MERCHANT ST	1	4,617	\$1,564.74	0.08%
5146007004	785	S CENTRAL AVE	1	11,238	\$3,808.66	0.19%
5146007005	771	S CENTRAL AVE	1	14,505	\$4,915.88	0.24%
5146007006	767	S CENTRAL AVE	1	4,704	\$1,594.23	0.08%
5146007008	757	S CENTRAL AVE	1	8,712	\$2,952.58	0.15%
5146007009	755	S CENTRAL AVE	1	4,486	\$1,520.35	0.07%
5146007011	756	MERCHANT ST	1	4,486	\$1,520.35	0.07%
5146007012	766	MERCHANT ST	1	7,013	\$2,376.77	0.12%
5146007013	778	MERCHANT ST	1	4,768	\$1,615.92	0.08%
5146007014	774	MERCHANT ST #B	1	8,450	\$2,863.78	0.14%
5146007015		*NO SITE ADDRESS*	1	4,312	\$1,461.38	0.07%
5146007016		*NO SITE ADDRESS*	1	3,092	\$1,047.91	0.05%
5146007019	1225	E 8TH ST	1	7,405	\$2,509.62	0.12%
5146007020	1237	E 8TH ST	1	5,357	\$1,815.54	0.09%
5146007021		*NO SITE ADDRESS*	1	435	\$147.43	0.01%
5146007022	1249	E 8TH ST	1	15,768	\$5,343.92	0.26%
5146007024	794	MERCHANT ST	1	6,316	\$2,140.55	0.11%

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5146007025	761	S CENTRAL AVE	1	9,278	\$3,144.40	0.15%
5146007026	747	S CENTRAL AVE	1	8,806	\$2,984.43	0.15%
5146008001	1226	E 7TH ST	NP	27,412	\$1,707.64	0.08%
5146008003	727	S CENTRAL AVE	1	9,844	\$3,336.22	0.16%
5146008005	736	MERCHANT ST	1	2,526	\$856.08	0.04%
5146008006	738	MERCHANT ST	1	4,181	\$1,416.98	0.07%
5146008007	735	S CENTRAL AVE	1	2,613	\$885.57	0.04%
5146008010	742	MERCHANT ST	1	4,225	\$1,431.89	0.07%
5146008011	746	MERCHANT ST	1	3,223	\$1,092.30	0.05%
5146008012	748	MERCHANT ST #ZZ	1	1,089	\$369.07	0.02%
5146008013	745	S CENTRAL AVE	1	4,312	\$1,461.38	0.07%
5146008014	737	S CENTRAL AVE	1	8,494	\$2,878.69	0.14%
5146008015	715	S CENTRAL AVE	1	17,119	\$5,801.78	0.29%
5146008016	710	MERCHANT ST	1	16,509	\$5,595.05	0.28%
5146008017	733	S CENTRAL AVE	1	13,111	\$4,443.44	0.22%
5146009001	1625	E 8TH ST	2	356,320	\$99,329.29	1.94%
5146009003	1312	E 7TH ST	2	457,815	\$50,531.93	2.49%
5146009004	1396	E 7TH ST	2	785,822	\$86,736.13	4.27%
5146009005		*NO SITE ADDRESS*	2	91,911	\$10,144.80	0.50%
5146009006	0	E 8TH ST	2	774,932	\$85,534.13	4.21%
5146010012	1753	E OLYMPIC BLVD	2	135,903	\$15,000.47	0.74%
5146010014	1777	E OLYMPIC BLVD	2	12,695	\$1,401.23	0.07%
5146010015	1731	E OLYMPIC BLVD	2	24,527	\$2,707.20	0.13%
5146026011	752	S SAN PEDRO ST	1	6,098	\$2,066.67	0.10%
5146026013	760	S SAN PEDRO ST	1	8,232	\$2,789.90	0.14%
5146026019	784	S SAN PEDRO ST	1	17,816	\$6,038.00	0.30%
5146026030	715	E 8TH ST	1	35,544	\$12,046.18	0.59%
5146026031	768	S SAN PEDRO ST	1	17,336	\$5,875.33	0.29%
5146026032	757	CROCKER ST	1	20,826	\$7,058.12	0.35%
5146026033	758	S SAN PEDRO ST	1	5,749	\$1,948.39	0.10%
5146027017	750	CROCKER ST	1	5,488	\$1,859.93	0.09%
5146027018	760	CROCKER ST	1	11,020	\$3,734.78	0.18%
5146027019	766	CROCKER ST	1	3,293	\$1,116.03	0.05%
5146027023	784	CROCKER ST	1	16,073	\$5,447.28	0.27%
5146027024	772	CROCKER ST	1	16,944	\$5,742.47	0.28%
5146027025	773	TOWNE AVE	1	5,837	\$1,978.21	0.10%
5146027026	777	TOWNE AVE	1	5,488	\$1,859.93	0.09%
5146027027	747	E 8TH ST	1	21,670	\$7,344.16	0.36%
5146027028	751	TOWNE AVE	1	5,240	\$1,775.88	0.09%
5146027029	757	TOWNE AVE	1	11,400	\$3,863.56	0.19%
5146028018	750	TOWNE AVE	1	6,621	\$2,243.92	0.11%
5146028019	760	TOWNE AVE	1	5,837	\$1,978.21	0.10%
5146028020	764	TOWNE AVE	1	3,833	\$1,299.04	0.06%
5146028021	766	TOWNE AVE	1	3,092	\$1,047.91	0.05%
5146028022	768	TOWNE AVE	1	6,359	\$2,155.12	0.11%
5146028029	774	TOWNE AVE	1	6,621	\$2,243.92	0.11%
5146028036	777	STANFORD AVE	1	8,232	\$2,789.90	0.14%
5146028037	785	STANFORD AVE	1	9,147	\$3,100.00	0.15%
5146028038	791	STANFORD AVE	1	8,363	\$2,834.30	0.14%

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5146028039	777	STANFORD AVE #ZZ	1	11,674	\$3,956.42	0.19%
5146028040	801	E 8TH ST	1	10,689	\$3,622.60	0.18%
5146028041	753	STANFORD AVE	1	13,198	\$4,472.92	0.22%
5146028042	765	STANFORD AVE	1	5,940	\$2,013.12	0.10%
5146028043	780	TOWNE AVE	1	12,096	\$4,099.44	0.20%
5146029017	901	E 8TH ST	1	11,151	\$3,779.17	0.19%
5146029028	752	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5146029029	756	STANFORD AVE	1	4,181	\$1,416.98	0.07%
5146029030	760	STANFORD AVE	1	4,181	\$1,416.98	0.07%
5146029032	914	AGATHA ST	1	2,090	\$708.32	0.03%
5146029033	920	AGATHA ST	1	5,140	\$1,741.99	0.09%
5146029036	920	AGATHA ST	1	2,744	\$929.97	0.05%
5146029038	920	AGATHA ST	1	5,250	\$1,779.27	0.09%
5146029039	905	E 8TH ST	NP	40,859	\$2,545.32	0.13%
5146029042	768	STANFORD AVE	1	6,229	\$2,111.06	0.10%
5146029043	769	GLADYS AVE	1	15,115	\$5,122.61	0.25%
5146029046		*NO SITE ADDRESS*	1	3,484	\$1,180.76	0.06%
5146029047		*NO SITE ADDRESS*	1	4,356	\$1,476.29	0.07%
5146029048	772	STANFORD AVE	1	7,030	\$2,382.53	0.12%
5146029049	764	STANFORD AVE	1	5,401	\$1,830.45	0.09%
5146029051	787	GLADYS AVE	1	6,500	\$2,202.91	0.11%
5146030046	748	STANFORD AVE	1	6,926	\$2,347.28	0.12%
5146030047	713	GLADYS AVE #B	1	5,018	\$1,700.65	0.08%
5146030048		*NO SITE ADDRESS*	1	1,611	\$545.98	0.03%
5146030049	723	GLADYS AVE	1	2,221	\$752.72	0.04%
5146030050	727	GLADYS AVE	1	2,395	\$811.69	0.04%
5146030051	729	GLADYS AVE	1	2,570	\$871.00	0.04%
5146030054	915	AGATHA ST	1	3,789	\$1,284.13	0.06%
5146030056	722	STANFORD AVE	1	34,325	\$11,633.05	0.57%
5146030058	733	GLADYS AVE	1	5,924	\$2,007.70	0.10%
5146030059	908	E 7TH ST	1	15,489	\$5,249.36	0.26%
5146031023	800	E 7TH ST	1	7,840	\$2,657.05	0.13%
5146031024	808	E 7TH ST	1	3,789	\$1,284.13	0.06%
5146031025	810	E 7TH ST	1	2,918	\$988.94	0.05%
5146031027	714	TOWNE AVE	1	5,488	\$1,859.93	0.09%
5146031028	722	TOWNE AVE	1	7,710	\$2,612.99	0.13%
5146031029		*NO SITE ADDRESS*	1	3,746	\$1,269.55	0.06%
5146031030	730	TOWNE AVE	1	3,963	\$1,343.10	0.07%
5146031031	734	TOWNE AVE	1	6,621	\$2,243.92	0.11%
5146031034	746	TOWNE AVE	1	6,621	\$2,243.92	0.11%
5146031035	745	STANFORD AVE	1	3,092	\$1,047.91	0.05%
5146031036	741	STANFORD AVE	1	3,179	\$1,077.39	0.05%
5146031039	731	STANFORD AVE	1	6,359	\$2,155.12	0.11%
5146031042	723	STANFORD AVE	1	3,179	\$1,077.39	0.05%
5146031043	721	STANFORD AVE	1	3,179	\$1,077.39	0.05%
5146031044	717	STANFORD AVE	1	9,452	\$3,203.37	0.16%
5146031045	725	STANFORD AVE	1	6,359	\$2,155.12	0.11%
5146031046	737	STANFORD AVE	1	6,359	\$2,155.12	0.11%
5146031047	740	TOWNE AVE	1	7,143	\$2,420.83	0.12%

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5146031048	826	E 7TH ST	1	11,107	\$3,764.26	0.19%
5146032026	714	E 7TH ST	1	3,920	\$1,328.52	0.07%
5146032027	720	E 7TH ST	1	5,837	\$1,978.21	0.10%
5146032033	728	CROCKER ST	1	5,488	\$1,859.93	0.09%
5146032036	736	CROCKER ST	1	2,744	\$929.97	0.05%
5146032037	740	CROCKER ST	1	5,270	\$1,786.05	0.09%
5146032038	746	CROCKER ST	1	5,488	\$1,859.93	0.09%
5146032043		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5146032047	743	TOWNE AVE	1	13,764	\$4,664.74	0.23%
5146032048	710	E 7TH ST	1	6,187	\$2,096.83	0.10%
5146032049	747	TOWNE AVE	1	10,454	\$3,542.95	0.17%
5146032050	734	CROCKER ST	1	5,706	\$1,933.81	0.10%
5146032052	700	E 7TH ST	1	10,018	\$3,395.19	0.17%
5146032053		*NO SITE ADDRESS*	1	2,121	\$718.83	0.04%
5146032054	712	CROCKER ST	1	5,227	\$1,771.48	0.09%
5146032055	718	CROCKER ST	1	3,524	\$1,194.32	0.06%
5146032056	720	CROCKER ST	1	2,935	\$994.70	0.05%
5146032057	724	CROCKER ST	1	2,935	\$994.70	0.05%
5146032058		*NO SITE ADDRESS*	1	2,879	\$975.72	0.05%
5146032059		*NO SITE ADDRESS*	1	2,935	\$994.70	0.05%
5146032060	719	TOWNE AVE	1	5,871	\$1,989.73	0.10%
5146032061	723	TOWNE AVE	1	2,935	\$994.70	0.05%
5146033035	700	S SAN PEDRO ST	1	11,194	\$3,793.75	0.19%
5146033038	614	E 7TH ST	1	2,912	\$986.90	0.05%
5146033042	722	S SAN PEDRO ST	1	38,419	\$13,020.55	0.64%
5146033043	715	CROCKER ST	1	3,397	\$1,151.27	0.06%
5146033044		*NO SITE ADDRESS*	1	4,878	\$1,653.20	0.08%
5146033045	721	CROCKER ST	1	3,920	\$1,328.52	0.07%
5146033046	723	CROCKER ST	1	3,659	\$1,240.07	0.06%
5146033047	727	CROCKER ST	1	3,659	\$1,240.07	0.06%
5146033048	733	CROCKER ST	1	6,098	\$2,066.67	0.10%
5146033054	747	CROCKER ST	1	20,211	\$6,849.69	0.34%
5146033055	620	E 7TH ST	1	8,712	\$2,952.58	0.15%
5146033056			1	7,334	\$2,485.56	0.12%
5146033057	612	E 7th ST	1	5,836	\$1,977.87	0.10%
5147001007	707	E 4TH ST	2	58,591	\$6,467.06	0.32%
5147001012	600	E 3RD ST	NP	40,462	\$2,520.59	0.12%
5147001013	300	S CENTRAL AVE	2	156,933	\$17,321.68	0.85%
5147001014		4th St	2	28,821	\$3,181.16	0.16%
5147002001	341	S CENTRAL AVE	1	5,271	\$1,786.39	0.09%
5147002002	369	S CENTRAL AVE	1	2,500	\$847.27	0.04%
5147002003	365	S CENTRAL AVE	1	5,000	\$1,694.55	0.08%
5147002004	349	S CENTRAL AVE	1	11,525	\$3,905.93	0.19%
5147002005	347	S CENTRAL AVE	1	7,494	\$2,539.78	0.13%
5147002006	371	S CENTRAL AVE	1	2,612	\$885.23	0.04%
5147002007	333	S CENTRAL AVE	1	4,410	\$1,494.59	0.07%
5147002010	607	E 4TH ST	1	2,694	\$913.02	0.04%
5147002011	609	E 4TH ST	1	2,535	\$859.13	0.04%
5147002012	605	E 4TH ST	1	5,507	\$1,866.37	0.09%

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5147003005	507	E 4TH ST	1	2,702	\$915.73	0.05%
5147003014	320	CROCKER ST	1	4,067	\$1,378.34	0.07%
5147003015	312	CROCKER ST	1	5,497	\$1,862.98	0.09%
5147003016	308	CROCKER ST	1	5,497	\$1,862.98	0.09%
5147003017	500	E 3RD ST	1	3,598	\$1,219.39	0.06%
5147003018		*NO SITE ADDRESS*	1	3,180	\$1,077.73	0.05%
5147003019		*NO SITE ADDRESS*	1	3,485	\$1,181.10	0.06%
5147003022	315	S CENTRAL AVE	1	2,746	\$930.64	0.05%
5147003023	313	TOWNE AVE	1	11,032	\$3,738.84	0.18%
5147003024	327	TOWNE AVE	1	4,106	\$1,391.56	0.07%
5147003031	521	E 4TH ST	1	2,750	\$932.00	0.05%
5147003032	501	E 4TH ST	1	5,405	\$1,831.80	0.09%
5147003034	515	E 4TH ST	1	5,243	\$1,776.90	0.09%
5147003035	511	E 4TH ST	1	2,621	\$888.28	0.04%
5147003036	509	E 4TH ST	1	2,621	\$888.28	0.04%
5147003038	512	E 3RD ST	1	7,253	\$2,458.11	0.12%
5147003039		*NO SITE ADDRESS*	1	55,272	\$18,732.18	0.92%
5147004001	463	E 4TH ST	1	10,568	\$3,581.59	0.18%
5147004002	459	E 4TH ST	1	5,506	\$1,866.03	0.09%
5147004003	451	E 4TH ST	1	5,506	\$1,866.03	0.09%
5147004004	432	OMAR ST	1	2,750	\$932.00	0.05%
5147004005	332	OMAR ST	1	2,750	\$932.00	0.05%
5147004006	332	OMAR ST	1	2,750	\$932.00	0.05%
5147004007	332	OMAR ST	1	2,750	\$932.00	0.05%
5147004008	332	OMAR ST	1	2,750	\$932.00	0.05%
5147004009	326	OMAR ST	1	8,252	\$2,796.68	0.14%
5147004010	312	OMAR ST	1	8,252	\$2,796.68	0.14%
5147004013	452	E 3RD ST	1	6,696	\$2,269.33	0.11%
5147004016	464	E 3RD ST	1	2,887	\$978.43	0.05%
5147004017	470	E 3RD ST	1	6,270	\$2,124.96	0.10%
5147004018	317	CROCKER ST	1	35,762	\$12,120.06	0.60%
5147004019		*NO SITE ADDRESS*	1	5,500	\$1,864.00	0.09%
5147004020	456	E 3RD ST	1	5,283	\$1,790.46	0.09%
5147005039		*NO SITE ADDRESS*	1	467.67	\$158.50	0.01%
5147005040		*NO SITE ADDRESS*	1	467.67	\$158.50	0.01%
5147005041	420	S. San Pedro, 101	1	467.67	\$158.50	0.01%
5147005042	420	S. San Pedro, 102	1	467.67	\$158.50	0.01%
5147005043	420	S. San Pedro, 103	1	467.67	\$158.50	0.01%
5147005044	420	S. San Pedro, 104	1	467.67	\$158.50	0.01%
5147005045	420	S. San Pedro, 105	1	467.67	\$158.50	0.01%
5147005046	420	S. San Pedro, 106	1	467.67	\$158.50	0.01%
5147005047	420	S. San Pedro, 201	1	467.67	\$158.50	0.01%
5147005048	420	S. San Pedro, 202	1	467.67	\$158.50	0.01%
5147005049	420	S. San Pedro, 203	1	467.67	\$158.50	0.01%
5147005050	420	S. San Pedro, 204	1	467.67	\$158.50	0.01%
5147005051	420	S. San Pedro, 205	1	467.67	\$158.50	0.01%
5147005052	420	S. San Pedro, 206	1	467.67	\$158.50	0.01%
5147005053	420	S. San Pedro, 207	1	467.67	\$158.50	0.01%
5147005054	420	S. San Pedro, 208	1	467.67	\$158.50	0.01%

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5147005153	420	S. San Pedro, 516	1	467.67	\$158.50	0.01%
5147005154	420	S. San Pedro, 517	1	467.67	\$158.50	0.01%
5147005155	420	S. San Pedro, 518	1	467.67	\$158.50	0.01%
5147005156	420	S. San Pedro, 519	1	467.67	\$158.50	0.01%
5147005157	420	S. San Pedro, 520	1	467.67	\$158.50	0.01%
5147005158	420	S. San Pedro, 521	1	467.67	\$158.50	0.01%
5147005159	420	S. San Pedro, 522	1	467.67	\$158.50	0.01%
5147005160	420	S. San Pedro, 523	1	467.67	\$158.50	0.01%
5147005161	420	S. San Pedro, 524	1	467.67	\$158.50	0.01%
5147005162	420	S. San Pedro, 525	1	467.67	\$158.50	0.01%
5147005163	420	S. San Pedro, 526	1	467.67	\$158.50	0.01%
5147005164	420	S. San Pedro, 527	1	467.67	\$158.50	0.01%
5147005165	420	S. San Pedro, 528	1	467.67	\$158.50	0.01%
5147005166	420	S. San Pedro, 529	1	467.67	\$158.50	0.01%
5147005167	420	S. San Pedro, 531	1	467.67	\$158.50	0.01%
5147005168	420	S. San Pedro, 532	1	467.67	\$158.50	0.01%
5147005169	420	S. San Pedro, 533	1	467.67	\$158.50	0.01%
5147005170	420	S. San Pedro, 601	1	467.67	\$158.50	0.01%
5147005171	420	S. San Pedro, 602	1	467.67	\$158.50	0.01%
5147005172	420	S. San Pedro, 603	1	467.67	\$158.50	0.01%
5147005173	420	S. San Pedro, 604	1	467.67	\$158.50	0.01%
5147005174	420	S. San Pedro, 605	1	467.67	\$158.50	0.01%
5147005175	420	S. San Pedro, 606	1	467.67	\$158.50	0.01%
5147005176	420	S. San Pedro, 607	1	467.67	\$158.50	0.01%
5147005177	420	S. San Pedro, 608	1	467.67	\$158.50	0.01%
5147005178	420	S. San Pedro, 609	1	467.67	\$158.50	0.01%
5147005179	420	S. San Pedro, 610	1	467.67	\$158.50	0.01%
5147005180	420	S. San Pedro, 611	1	467.67	\$158.50	0.01%
5147005181	420	S. San Pedro, 612	1	467.67	\$158.50	0.01%
5147005182	420	S. San Pedro, 613	1	467.67	\$158.50	0.01%
5147005183	420	S. San Pedro, 614	1	467.67	\$158.50	0.01%
5147005184	420	S. San Pedro, 615	1	467.67	\$158.50	0.01%
5147005185	420	S. San Pedro, 616	1	467.67	\$158.50	0.01%
5147005186	420	S. San Pedro, 617	1	467.67	\$158.50	0.01%
5147005187	420	S. San Pedro, 618	1	467.67	\$158.50	0.01%
5147005188	420	S. San Pedro, 619	1	467.67	\$158.50	0.01%
5147005189	420	S. San Pedro, 620	1	467.67	\$158.50	0.01%
5147005190	420	S. San Pedro, 621	1	467.67	\$158.50	0.01%
5147005191	420	S. San Pedro, 622	1	467.67	\$158.50	0.01%
5147005192	420	S. San Pedro, 623	1	467.67	\$158.50	0.01%
5147005193	420	S. San Pedro, 624	1	467.67	\$158.50	0.01%
5147005194	420	S. San Pedro, 625	1	467.67	\$158.50	0.01%
5147005195	420	S. San Pedro, 626	1	467.67	\$158.50	0.01%
5147005196	420	S. San Pedro, 627	1	467.67	\$158.50	0.01%
5147005197	420	S. San Pedro, 628	1	467.67	\$158.50	0.01%
5147005198	420	S. San Pedro, 629	1	467.67	\$158.50	0.01%
5147005199	420	S. San Pedro, 630	1	467.67	\$158.50	0.01%
5147005200	420	S. San Pedro, 631	1	467.67	\$158.50	0.01%
5147005201	420	S. San Pedro, 632	1	467.67	\$158.50	0.01%

5147006001	420	420 BOYD ST	1	14,985	\$5,078.43	0.25%
5147006002	412	412 BOYD ST	1	2,483	\$841.48	0.04%
5147006003	410	410 BOYD ST	1	2,439	\$826.72	0.04%
5147006006	411	411 E 4TH ST	1	7,492	\$2,539.21	0.13%
5147006007	427	427 E 4TH ST	1	5,009	\$1,697.73	0.08%
5147006008		, CA	1	7,928	\$2,686.87	0.13%
5147006009	405	405 E 4TH ST	1	12,371	\$4,192.66	0.21%
5147006010	442	E 3RD ST	NP	24,887	\$1,550.34	0.08%
5147006011	420	E 3RD ST	1	50,539	\$17,128.12	0.84%
5147007001		*NO SITE ADDRESS*	1	2,570	\$871.00	0.04%
5147007005		*NO SITE ADDRESS*	NP	1,267	\$78.93	0.00%
5147007007		*NO SITE ADDRESS*	NP	6,969	\$434.14	0.02%
5147007016	400	S SAN PEDRO ST	1	3,394	\$1,150.26	0.06%
5147007017	400	S SAN PEDRO ST	1	3,846	\$1,303.44	0.06%
5147007018	400	S SAN PEDRO ST	1	3,436	\$1,164.49	0.06%
5147007019	400	S SAN PEDRO ST	1	4,168	\$1,412.57	0.07%
5147007020	434	S. San Pedro St.	NP	17,859	\$1,112.53	0.05%
5147008012	468	E 4TH ST	1	5,488	\$1,859.93	0.09%
5147008013	464	E 4TH ST	1	2,787	\$944.54	0.05%
5147008014	462	E 4TH ST	1	2,787	\$944.54	0.05%
5147008015	460	E 4TH ST	1	5,488	\$1,859.93	0.09%
5147008018		*NO SITE ADDRESS*	1	1,176	\$398.56	0.02%
5147008024	431	CROCKER ST	1	22,215	\$7,528.86	0.37%
5147008026	437	CROCKER ST	1	5,488	\$1,859.93	0.09%
5147008031	531	E 5TH ST	1	3,541	\$1,200.08	0.06%
5147008032	541	CROCKER ST	1	6,721	\$2,277.81	0.11%
5147008033	443	CROCKER ST	1	3,920	\$1,328.52	0.07%
5147008034	521	E 5TH ST	1	18,730	\$6,347.77	0.31%
5147008035		*NO SITE ADDRESS*	1	5,490	\$1,860.61	0.09%
5147009001	445	TOWNE AVE	NP	5,519	\$343.81	0.02%
5147009003	617	E 5TH ST	NP	5,510	\$343.25	0.02%
5147009004	609	E 5TH ST	NP	5,510	\$343.25	0.02%
5147009005	601	W 5TH ST	1	5,488	\$1,859.93	0.09%
5147009006	442	CROCKER ST	1	3,310	\$1,121.79	0.06%
5147009007	436	CROCKER ST	1	5,488	\$1,859.93	0.09%
5147009009	434	CROCKER ST	1	4,181	\$1,416.98	0.07%
5147009010		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147009011		*NO SITE ADDRESS*	1	1,306	\$442.62	0.02%
5147009016	500	E 4TH ST	1	8,189	\$2,775.33	0.14%
5147009017	508	E 4TH ST	NP	5,488	\$341.88	0.02%
5147009018	516	E 4TH ST	1	2,700	\$915.05	0.05%
5147009019	405	TOWNE AVE	1	5,488	\$1,859.93	0.09%
5147009027	414	CROCKER ST	1	35,749	\$12,115.66	0.60%
5147009028	441	TOWNE AVE	1	19,745	\$6,691.76	0.33%
5147010001	721	E 5TH ST	1	5,494	\$1,861.97	0.09%
5147010002	713	E 5TH ST	NP	5,488	\$341.88	0.02%
5147010003	711	E 5TH ST	1	2,787	\$944.54	0.05%
5147010005	440	TOWNE AVE	1	8,799	\$2,982.06	0.15%
5147010006	436	TOWNE AVE	1	2,744	\$929.97	0.05%

5147010007		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147010008		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147010009	426	TOWNE AVE	1	2,744	\$929.97	0.05%
5147010010		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147010015	600	E 4TH ST	1	5,488	\$1,859.93	0.09%
5147010016	606	E 4TH ST	1	8,250	\$2,796.00	0.14%
5147010017	612	E 4TH ST	1	2,787	\$944.54	0.05%
5147010018	618	E 4TH ST	1	5,488	\$1,859.93	0.09%
5147010019	411	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5147010023		*NO SITE ADDRESS*	1	5,488	\$1,859.93	0.09%
5147010024	435	STANFORD AVE	1	2,744	\$929.97	0.05%
5147010027	441	STANFORD AVE	1	8,799	\$2,982.06	0.15%
5147010028	423	STANFORD AVE	1	13,764	\$4,664.74	0.23%
5147010029	410	TOWNE AVE	1	13,764	\$4,664.74	0.23%
5147010030	446	TOWNE AVE	1	7,890	\$2,673.99	0.13%
5147011012	434	STANFORD AVE	1	11,020	\$3,734.78	0.18%
5147011015	427	S CENTRAL AVE	1	5,183	\$1,756.57	0.09%
5147011016	431	S CENTRAL AVE	1	2,090	\$708.32	0.03%
5147011017	433	S CENTRAL AVE	1	3,920	\$1,328.52	0.07%
5147011018	441	GLADYS AVE	1	11,020	\$3,734.78	0.18%
5147011024	801	E 5TH ST	1	22,045	\$7,471.25	0.37%
5147011025	441	S CENTRAL AVE	1	11,229	\$3,805.61	0.19%
5147012015	431	S CENTRAL AVE	1	2,482	\$841.17	0.04%
5147012019	408	STANFORD AVE	1	35,850	\$12,149.89	0.60%
5147013014		*NO SITE ADDRESS*	2	93,654	\$10,337.18	0.51%
5147013016		*NO SITE ADDRESS*	2	261,795	\$28,895.96	1.42%
5147014001	590	S CENTRAL AVE	2	28,749	\$3,173.21	0.16%
5147014005	500	S CENTRAL AVE	2	288,367	\$31,828.88	1.57%
5147015016	539	S CENTRAL AVE	1	5,009	\$1,697.60	0.08%
5147015017		*NO SITE ADDRESS*	1	2,482	\$841.17	0.04%
5147015018		*NO SITE ADDRESS*	1	2,482	\$841.17	0.04%
5147015019		*NO SITE ADDRESS*	1	2,482	\$841.17	0.04%
5147015020	511	S CENTRAL AVE	1	6,533	\$2,214.09	0.11%
5147015023		*NO SITE ADDRESS*	1	82	\$27.79	0.00%
5147015024		*NO SITE ADDRESS*	1	1,127	\$381.95	0.02%
5147015025		*NO SITE ADDRESS*	1	1,524	\$516.50	0.03%
5147015026	528	CERES AVE	1	1,829	\$619.86	0.03%
5147015038	911	E 6TH ST	1	2,482	\$841.17	0.04%
5147015039	909	E 6TH ST	1	2,482	\$841.17	0.04%
5147015040	901	E 6TH ST	NP	7,463	\$464.91	0.02%
5147015042	532	CERES AVE	1	32,866	\$11,138.58	0.55%
5147016001	849	E 6TH ST	NP	4,354	\$271.23	0.01%
5147016004	831	E 6TH ST	NP	2,960	\$184.39	0.01%
5147016005	829	E 6TH ST	NP	2,531	\$157.67	0.01%
5147016006	560	GLADYS AVE	1	3,833	\$1,299.04	0.06%
5147016007	0	CERES AVE	1	2,744	\$929.97	0.05%
5147016008		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147016013	540	GLADYS AVE	1	4,399	\$1,490.86	0.07%
5147016016	537	CERES AVE	1	5,488	\$1,859.93	0.09%

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5147016017	541	CERES AVE	1	5,488	\$1,859.93	0.09%
5147016019	553	CERES AVE	1	3,833	\$1,299.04	0.06%
5147016020	551	CERES AVE	NP	4,133	\$257.47	0.01%
5147016021	549	CERES AVE	NP	4,132	\$257.40	0.01%
5147016023	544	GLADYS AVE	1	12,109	\$4,103.85	0.20%
5147016024	833	E 6TH ST	NP	11,700	\$728.85	0.04%
5147016025		*NO SITE ADDRESS*	1	5,501	\$1,864.34	0.09%
5147017014		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147017022	525	CERES AVE	1	24,746	\$8,386.64	0.41%
5147017023	530	GLADYS AVE	1	16,500	\$5,592.00	0.28%
5147017027		*NO SITE ADDRESS*	1	9,625	\$3,262.00	0.16%
5147017028	838	E 5TH ST	1	26,500	\$8,981.09	0.44%
5147018001	534	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147018002	530	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147018011	812	E 5TH ST	1	2,787	\$944.54	0.05%
5147018016	523	GLADYS AVE	1	5,488	\$1,859.93	0.09%
5147018024	526	STANFORD AVE	1	22,520	\$7,632.23	0.38%
5147018031	506	STANFORD AVE	1	10,720	\$3,633.10	0.18%
5147018032		*NO SITE ADDRESS*	1	5,331	\$1,806.72	0.09%
5147018033		*NO SITE ADDRESS*	1	2,648	\$897.43	0.04%
5147018034	516	STANFORD AVE	1	21,700	\$7,354.33	0.36%
5147019001	558	STANFORD AVE	NP	3,310	\$206.20	0.01%
5147019002	556	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147019003		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5147019004	550	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147019005	544	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147019006	544	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147019007		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5147019008	821	E 6TH ST	NP	2,787	\$173.62	0.01%
5147019009	819	E 6TH ST	NP	2,787	\$173.62	0.01%
5147019010	815	E 6TH ST	NP	5,488	\$41.88	0.02%
5147019011		*NO SITE ADDRESS*	NP	2,787	\$173.62	0.01%
5147019015	560	STANFORD AVE	NP	3,833	\$238.78	0.01%
5147019018	541	GLADYS AVE	1	5,488	\$1,859.93	0.09%
5147019019		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147019020		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147019021		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147019022	555	GLADYS AVE	1	5,488	\$1,859.93	0.09%
5147019023	561	GLADYS AVE	NP	3,833	\$238.78	0.01%
5147019024	801	E 6TH ST	1	7,971	\$2,701.44	0.13%
5147019025	537	GLADYS AVE	1	5,501	\$1,864.34	0.09%
5147020001		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5147020002		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5147020003		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5147020004		*NO SITE ADDRESS*	1	1,611	\$545.98	0.03%
5147020005	721	E 6TH ST	NP	4,961	\$309.05	0.02%
5147020006	701	E 6TH ST	1	5,488	\$1,859.93	0.09%
5147020007	558	TOWNE AVE	1	3,833	\$1,299.04	0.06%
5147020008	556	TOWNE AVE	1	3,833	\$1,299.04	0.06%

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5147020009	550	TOWNE AVE	1	6,359	\$2,155.12	0.11%
5147020010		*NO SITE ADDRESS*	1	3,179	\$1,077.39	0.05%
5147020011		*NO SITE ADDRESS*	1	3,179	\$1,077.39	0.05%
5147020012		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147020013	536	TOWNE AVE	1	3,833	\$1,299.04	0.06%
5147020014		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147020017	545	STANFORD AVE	1	2,744	\$929.97	0.05%
5147020018		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147020019		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147020025	541	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5147020026	559	STANFORD AVE	1	9,365	\$3,173.88	0.16%
5147020027	553	STANFORD AVE	1	2,744	\$929.97	0.05%
5147021001	534	TOWNE AVE	1	4,399	\$1,490.86	0.07%
5147021002	532	TOWNE AVE	1	3,833	\$1,299.04	0.06%
5147021007	700	E 5TH ST	1	5,500	\$1,864.00	0.09%
5147021022	535	STANFORD AVE	1	2,744	\$929.97	0.05%
5147021025	515	STANFORD AVE	1	8,799	\$2,982.06	0.15%
5147021028	510	TOWNE AVE	1	5,488	\$1,859.93	0.09%
5147021029	520	TOWNE AVE	1	15,320	\$5,192.09	0.26%
5147021030	529	STANFORD AVE	1	10,998	\$3,727.32	0.18%
5147021031	704	E 5TH ST	1	8,248	\$2,795.32	0.14%
5147021033		*NO SITE ADDRESS*	1	7,697	\$2,608.58	0.13%
5147021034	523	STANFORD AVE	1	4,856	\$1,645.74	0.08%
5147022003	528	CROCKER ST	1	3,528	\$1,195.67	0.06%
5147022004	526	CROCKER ST	1	4,965	\$1,682.68	0.08%
5147022016		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147022017		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147022018	519	TOWNE AVE	1	2,744	\$929.97	0.05%
5147022021	531	TOWNE AVE	1	5,488	\$1,859.93	0.09%
5147022025	532	CROCKER ST	1	5,488	\$1,859.93	0.09%
5147022030	531	TOWNE AVE	1	10,998	\$3,727.32	0.18%
5147022031	507	TOWNE AVE	1	43,072	\$14,597.49	0.72%
5147023003	613	E 6TH ST	1	3,179	\$1,077.39	0.05%
5147023004		*NO SITE ADDRESS*	1	3,179	\$1,077.39	0.05%
5147023008	564	CROCKER ST	1	3,850	\$1,304.80	0.06%
5147023009	558	CROCKER ST	1	2,744	\$929.97	0.05%
5147023010	550	CROCKER ST	1	9,670	\$3,277.25	0.16%
5147023011		*NO SITE ADDRESS*	1	4,181	\$1,416.98	0.07%
5147023015	535	TOWNE AVE	1	2,744	\$929.97	0.05%
5147023019	540	CROCKER ST	1	19,253	\$6,525.02	0.32%
5147023020	545	TOWNE AVE	1	3,092	\$1,047.91	0.05%
5147023021	547	TOWNE AVE	1	9,016	\$3,055.60	0.15%
5147023022	619	E 6TH ST	1	6,185	\$2,096.15	0.10%
5147023023	607	E 6TH ST	1	2,993	\$1,014.35	0.05%
5147023026		*NO SITE ADDRESS*	1	5,680	\$1,925.00	0.09%
5147024001	525	E 6TH ST	1	6,011	\$2,037.18	0.10%
5147024002		*NO SITE ADDRESS*	NP	2,787	\$173.62	0.01%
5147024003		*NO SITE ADDRESS*	NP	2,756	\$171.69	0.01%
5147024004		*NO SITE ADDRESS*	NP	1,436	\$89.46	0.00%

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5147024016		*NO SITE ADDRESS*	1	4,530	\$1,535.26	0.08%
5147024022	552	S SAN PEDRO ST	NP	15,971	\$994.92	0.05%
5147024023	511	E 6TH ST	NP	14,984	\$933.43	0.05%
5147024024		*NO SITE ADDRESS*	NP	4,308	\$268.37	0.01%
5147024025	538	S SAN PEDRO ST	1	9,016	\$3,055.60	0.15%
5147024026	544	S SAN PEDRO ST	NP	36,040	\$2,245.12	0.11%
5147025003		*NO SITE ADDRESS*	NP	2,265	\$141.10	0.01%
5147025007	514	S SAN PEDRO ST	NP	21,344	\$1,329.63	0.07%
5147025012	510	E 5TH ST	1	6,838	\$2,317.46	0.11%
5147025013	520	E 5TH ST	1	5,488	\$1,859.93	0.09%
5147025014	522.5	E 5TH ST	NP	4,837	\$301.32	0.01%
5147025017	515	CROCKER ST	1	12,283	\$4,162.82	0.21%
5147025020	526	E 5TH ST	NP	10,286	\$640.77	0.03%
5147025021	541	CROCKER ST	1	12,893	\$4,369.55	0.22%
5147025022	500	S SAN PEDRO ST	1	5,758	\$1,951.44	0.10%
5147025023	500	S SAN PEDRO ST	1	3,358	\$1,138.06	0.06%
5147026001	611	E 7TH ST	1	33,105	\$11,219.58	0.55%
5147026002	621	E 7TH ST	1	5,314	\$1,800.96	0.09%
5147026004	649	CROCKER ST	1	6,229	\$2,111.06	0.10%
5147026005	647	CROCKER ST	1	3,005	\$1,018.42	0.05%
5147026006		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147026007	643	CROCKER ST	1	2,874	\$974.02	0.05%
5147026008		*NO SITE ADDRESS*	1	2,874	\$974.02	0.05%
5147026009		*NO SITE ADDRESS*	1	4,356	\$1,476.29	0.07%
5147026010		*NO SITE ADDRESS*	1	4,356	\$1,476.29	0.07%
5147026011		*NO SITE ADDRESS*	1	2,874	\$974.02	0.05%
5147026012	623	CROCKER ST	1	2,874	\$974.02	0.05%
5147026013	621	CROCKER ST	1	5,749	\$1,948.39	0.10%
5147026017		*NO SITE ADDRESS*	1	2,787	\$944.54	0.05%
5147026026	640	S SAN PEDRO ST	1	7,666	\$2,598.08	0.13%
5147026029	634	S SAN PEDRO ST	1	18,251	\$6,185.43	0.30%
5147026030	526	E 6TH ST	NP	5,500	\$342.62	0.02%
5147026031	655	CROCKER ST	1	7,361	\$2,494.71	0.12%
5147026032	646	S SAN PEDRO ST	1	6,107	\$2,069.72	0.10%
5147027001	701	E 7TH ST	1	34,107	\$11,559.17	0.57%
5147027004	647	TOWNE AVE	1	4,125	\$1,398.00	0.07%
5147027019	606	E 6TH ST	1	2,787	\$944.54	0.05%
5147027020	606	E 6TH ST	1	2,787	\$944.54	0.05%
5147027031	642	CROCKER ST	NP	5,488	\$341.88	0.02%
5147027037	606	E 6TH ST	1	8,189	\$2,775.33	0.14%
5147027038	612	CROCKER ST	1	11,020	\$3,734.78	0.18%
5147027039	650	CROCKER ST	1	6,359	\$2,155.12	0.11%
5147027040	634	CROCKER ST	1	8,232	\$2,789.90	0.14%
5147027041	638	CROCKER ST	1	5,488	\$1,859.93	0.09%
5147027043	626	E 6TH ST	1	7,888	\$2,673.31	0.13%
5147027044	634	CROCKER ST	1	12,375	\$4,194.00	0.21%
5147027047	649	TOWNE AVE	1	9,099	\$3,083.73	0.15%
5147027048	618	CROCKER ST	1	28,875	\$9,786.00	0.48%
5147028007	639	STANFORD AVE	1	5,493	\$1,861.63	0.09%

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5147028008	635	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5147028009	631	STANFORD AVE	1	4,181	\$1,416.98	0.07%
5147028010	629	STANFORD AVE	1	2,744	\$929.97	0.05%
5147028011	627	STANFORD AVE	1	2,744	\$929.97	0.05%
5147028012	625	STANFORD AVE	1	4,181	\$1,416.98	0.07%
5147028016	613	STANFORD AVE	1	2,744	\$929.97	0.05%
5147028017	609	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5147028018		*NO SITE ADDRESS*	1	2,787	\$944.54	0.05%
5147028023	618	TOWNE AVE	1	2,744	\$929.97	0.05%
5147028024	620	TOWNE AVE	1	4,181	\$1,416.98	0.07%
5147028025	624	TOWNE AVE	1	4,181	\$1,416.98	0.07%
5147028026		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147028027	628	TOWNE AVE	1	1,306	\$442.62	0.02%
5147028038	632	TOWNE AVE	1	9,670	\$3,277.25	0.16%
5147028039	801	E 7TH ST	1	62,609	\$21,218.75	1.05%
5147028040	617	STANFORD AVE	1	8,245	\$2,794.30	0.14%
5147028042		*NO SITE ADDRESS*	1	5,497	\$1,862.98	0.09%
5147028043	710	E 6TH ST	1	13,216	\$4,479.02	0.22%
5147029002	901	W 7TH ST	NP	9,713	\$605.07	0.03%
5147029006	649	GLADYS AVE	1	9,016	\$3,055.60	0.15%
5147029012	627	GLADYS AVE	1	6,621	\$2,243.92	0.11%
5147029013	621	GLADYS AVE	1	4,399	\$1,490.86	0.07%
5147029022		*NO SITE ADDRESS*	1	5,488	\$1,859.93	0.09%
5147029027	640	STANFORD AVE	1	4,181	\$1,416.98	0.07%
5147029028	642	STANFORD AVE	1	2,744	\$929.97	0.05%
5147029029	646	STANFORD AVE	1	2,744	\$929.97	0.05%
5147029030	648	STANFORD AVE	1	5,500	\$1,864.00	0.09%
5147029035	800	E 6TH ST	NP	7,195	\$448.21	0.02%
5147029036	628	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5147029040	611	GLADYS AVE	1	6,795	\$2,302.89	0.11%
5147029041	616	STANFORD AVE	1	15,158	\$5,137.18	0.25%
5147029043	636	STANFORD AVE	1	17,589	\$5,961.07	0.29%
5147029045	643	GLADYS AVE	1	8,232	\$2,789.90	0.14%
5147029047	915	E 7TH ST	1	14,300	\$4,846.40	0.24%
5147029048	660	STANFORD AVE	NP	9,800	\$610.49	0.03%
5147029049	656	STANFORD AVE	NP	3,994	\$248.81	0.01%
5147030005		*NO SITE ADDRESS*	1	4,835	\$1,638.63	0.08%
5147030006	649	CERES AVE	1	9,670	\$3,277.25	0.16%
5147030007	647	CERES AVE	1	7,710	\$2,612.99	0.13%
5147030008	637	CERES AVE	1	2,475	\$838.80	0.04%
5147030009		*NO SITE ADDRESS*	1	3,833	\$1,299.04	0.06%
5147030020	846	E 6TH ST	1	5,488	\$1,859.93	0.09%
5147030037		*NO SITE ADDRESS*	1	3,615	\$1,225.16	0.06%
5147030050	636	GLADYS AVE	1	3,615	\$1,225.16	0.06%
5147030053	616	GLADYS AVE	1	9,365	\$3,173.88	0.16%
5147030054	609	CERES AVE	1	23,650	\$8,015.20	0.39%
5147030055	614	GLADYS AVE	1	21,997	\$7,454.98	0.37%
5147030061	830	E 6th St	1	7,888	\$2,673.31	0.13%
5147030062	838	E 6TH ST	1	8,015	\$2,716.36	0.13%

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5147030063	1001	E 7TH ST	NP	34,043	\$2,120.72	0.10%
5147030064	644	GLADYS AVE	1	9,165	\$3,106.10	0.15%
5147031005	615	KOHLER ST	1	5,183	\$1,756.57	0.09%
5147031016	906	E 6TH ST	1	3,789	\$1,284.13	0.06%
5147031017		*NO SITE ADDRESS*	1	2,482	\$841.17	0.04%
5147031018		*NO SITE ADDRESS*	1	2,482	\$841.17	0.04%
5147031019	910	E 6TH ST	1	6,185	\$2,096.15	0.10%
5147031020	920	E 6TH ST	1	9,104	\$3,085.43	0.15%
5147031023	619	KOHLER ST	1	10,977	\$3,720.20	0.18%
5147031025	930	E 6TH ST	1	43,028	\$14,582.58	0.72%
5147032001	675	KOHLER ST	1	5,619	\$1,904.33	0.09%
5147032032	651	KOHLER ST	1	14,636	\$4,960.27	0.24%
5147032036	623	KOHLER ST	1	22,172	\$7,514.29	0.37%
5147032038	1107	E 7TH ST	1	20,995	\$7,115.39	0.35%
5147032040	625	KOHLER ST	1	55,526	\$18,818.26	0.93%
5147033011	1215	INDUSTRIAL ST	1	8,232	\$2,789.90	0.14%
5147033012	1207	INDUSTRIAL ST	1	8,232	\$2,789.90	0.14%
5147033021	1020	WILDE ST	1	27,921	\$9,462.68	0.47%
5147033022		*NO SITE ADDRESS*	1	5,924	\$2,007.70	0.10%
5147033029	1227	INDUSTRIAL ST	1	8,245	\$2,794.30	0.14%
5147034001	1225	E 7TH ST	1	38,724	\$13,123.91	0.65%
5147034012	1200	INDUSTRIAL ST	1	5,837	\$1,978.21	0.10%
5147034015	1208	INDUSTRIAL ST	1	32,360	\$10,967.10	0.54%
5147034016	1201	E 7TH ST	NP	5,615	\$349.79	0.02%
5147035001	676	S CENTRAL AVE	NP	55,046	\$3,429.10	0.17%
5147035002	1315	E 7TH ST	2	9,365	\$1,033.67	0.05%
5148004006	332	332 E 3RD ST	1	8,102	\$2,745.89	0.14%
5148004012	309	309 S SAN PEDRO ST	1	5,401	\$1,830.60	0.09%
5148004015	313	313 S SAN PEDRO ST	1	8,259	\$2,799.05	0.14%
5148005010	333	333 S SAN PEDRO ST	NP	3,485	\$217.09	0.01%
5148005011	325	325 S SAN PEDRO ST	1	7,667	\$2,598.27	0.13%
5148005021	345	345 S SAN PEDRO ST	1	12,789	\$4,334.38	0.21%
5148006018	405	405 S SAN PEDRO ST	1	4,269	\$1,446.80	0.07%
5148006019	401	401 S SAN PEDRO ST	1	2,439	\$826.72	0.04%
5148006037	415	415 S SAN PEDRO ST	1	12,550	\$4,253.18	0.21%
5148006038		*NO SITE ADDRESS*	1	14,040	\$4,758.28	0.23%
5148011001	425	425 E 5TH ST	NP	9,017	\$561.71	0.03%
5148011018	443	443 S SAN PEDRO ST	1	19,297	\$6,539.95	0.32%
5148012019	505	S SAN PEDRO ST	NP	23,840	\$1,485.12	0.07%
5148012021	521	S SAN PEDRO ST	NP	10,740	\$669.05	0.03%
5148013003	421	E 6TH ST	1	28,039	\$9,502.74	0.47%
5148013006	547	S SAN PEDRO ST	NP	29,839	\$1,858.80	0.09%
5148025005	627	S SAN PEDRO ST	NP	5,179	\$322.63	0.02%
5148025006	631	S SAN PEDRO ST	NP	2,517	\$156.79	0.01%
5148025007	633	S SAN PEDRO ST	NP	2,496	\$155.48	0.01%
5148025008	635	S SAN PEDRO ST	NP	13,597	\$847.03	0.04%
5148025009	647	S SAN PEDRO ST	NP	4,150	\$258.54	0.01%
5148025010	653	S SAN PEDRO ST	1	4,533	\$1,536.44	0.08%
5148025017	625	S SAN PEDRO ST	NP	6,185	\$385.27	0.02%

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5148025026	*NO SITE ADDRESS*	NP	55,321	\$3,446.24	0.17%
	Total Non-Govt Assessments			\$1,934,012.28	95.30%
	Total Government Assessments			\$95,327.69	4.70%
	Total All Assessments			\$2,029,339.96	100.00%

Attachment A

**Downtown Industrial District
Business Improvement District
Engineer's Report**



RECEIVED
2014 MAY 23 AM 8:43
ADMINISTRATIVE
SERVICES DIVISION

**Los Angeles, California
May 2014**

**Prepared by:
Kristin Lowell Inc.**

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

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Attachments

- A: Farrand Research Intercept Survey**
- B: Assessment Roll, a separate document**

ENGINEER'S STATEMENT

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

The Downtown Industrial District Property-Based Business Improvement District ("PBID") will provide activities either currently not provided or are above and beyond what the City of Los Angeles provides. These activities will specially benefit each individual assessable parcel in the PBID. Every individual assessed parcel within the PBID receives special benefit from the activities identified under Section B of this Report. Only those individual assessed parcels within the PBID receive the special benefit of these proposed activities; parcels contiguous to and outside the PBID and the public at large may receive a general benefit, as outlined in Section E. The cost to provide general benefits, if any, will be funded from sources other than special assessments.

The duration of the proposed PBID is seven (7) years, commencing January 1, 2015. An estimated budget for the PBID improvements and activities is set forth in Section D. Assessments will be subject to an annual increase of up to 5% per year as determined by the Owners' Association. Assessments must stay between 0 and 5% in any given year. Funding for the PBID improvements and activities shall be derived from a property-based assessment of each specially benefited parcel in the PBID. A detailed description of the methodology for determining the proportional special benefit each individual assessable parcel receives from the service and the assessment for each parcel is set forth in Section F.

I hereby certify to the best of my professional knowledge that each of the identified assessable parcels located within the PBID will receive a special benefit over and above the benefits conferred to those parcels outside of the PBID boundary and to the public at large and that the amount of the proposed special assessment is proportional to, and no greater than the special benefits received.

Respectfully submitted,

Terrance E. Lowell

Terrance E. Lowell, P.E.



SECTION A: LEGISLATIVE AND JUDICIAL REVIEW

Property and Business Improvement District Law of 1994

The State Law is the legislation that authorizes the City to levy assessments upon the real property for the purposes of providing improvements and activities that specially benefit each individual assessed parcel in the PBID. The purpose of the PBID is to encourage commerce, investment, business activities and improve residential serving uses. In order to meet these goals, PBIDs typically fund activities and improvements, such as, enhanced safety and cleaning. Unlike other assessment districts which fund the construction of public capital improvements or maintenance thereof, PBIDs provide activities and improvements "to promote the economic revitalization and physical maintenance of the business districts of its cities in order to create jobs, attract new businesses, and prevent the erosion of the business districts." (Streets and Highways Code Section 36601(b)). The improvements and activities funded through the PBID are over and above those already provided by the City within the PBID's boundaries. Each of the PBID activities or improvements is intended to increase building occupancy and lease rates, to encourage new business development, attract residential serving businesses and services.

Specifically, the State Law defines "Improvements" and "Activities" as follows:

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years...¹

"Activities" means, but is not limited to, all of the following:

- (a) Promotion of public events which benefit businesses or real property in the district.*
- (b) Furnishing of music in any public place within the district.*
- (c) Promotion of tourism within the district.*
- (d) Marketing and economic development, including retail retention and recruitment.*
- (e) Providing safety, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.*
- (f) Activities which benefit businesses and real property located in the district.²*

Under State Law, parcels that are zoned solely residential or agricultural are presumed to receive no benefit from a PBID. There are no parcels within the District zoned solely residential or agricultural.

Article XIID of the State Constitution

In 1990, California voters approved Proposition 218, codified in part as Article XIID of the State Constitution. Among other requirements, Article XIID changes the way local agencies enact local taxes and levy assessments on real property. It states, in relevant part, that:

(a) An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel

¹ California Streets and Highways Code, Section 36610.

² California Streets and Highways Code, Section 36613.

which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel. 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.

(b) All assessments shall be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California³.

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."⁴

Judicial Guidance

Since the enactment of Article XIII D, the courts have rendered opinions regarding various aspects of Article XIII D. The notable portions of cases that apply to assessment districts in general and this PBID in particular are noted below.

"The engineer's report describes the services to be provided by the PBID: (1) safety, (2) streetscape maintenance (e.g., street sweeping, gutter cleaning, graffiti removal), and (3) marketing, promotion, and special events. They are all services over and above those already provided by the City within the boundaries of the PBID. And they are particular and distinct benefits to be provided only to the properties with the PBID, not to the public at large—they "affect the assessed property in a way that is particular and distinct from their" effect on other parcels and that real property in general and the public at large do not share."⁵

"...separating the general from the special benefits of a public improvement project and estimating the quantity of each in relation to the other is essential if an assessment is to be limited to the special benefits."⁶

"...the agency must determine or approximate the percentage of the total benefit conferred by the service or improvement that will be enjoyed by the general public and deduct that percentage of the total cost of the service or improvement from the special assessment levied against the specially benefitted property owners."⁷

"...even minimal general benefits must be separated from special benefits and quantified so that the percentage of the cost of services and improvements representing general benefits, however slight, can be deducted from the amount of the cost assessed against specially benefitting properties."⁸

The contents of this Engineer's Report are prepared in compliance with the above noted authorizing legislation, the State Constitution and the judicial opinions.

³ Section 4, Article XIII D of the State Constitution.

⁴ Section 2 (j), Article XIII D of the State Constitution.

⁵ Dahms v. Downtown Palmdale Property and Business Improvement District, (2009) 174 Cal. App. 4th 708.

⁶ Beutz v. County of Riverside, (2010) 184 Cal. App. 4th 1532.

⁷ Golden Hill Neighborhood Association, Inc. v. City of San Diego, (2011) 199 Cal. App. 4th 416.

⁸ Golden Hill Neighborhood Association, Inc. v. City of San Diego, (2011) 199 Cal. App. 4th 416.

SECTION B: IMPROVEMENTS AND ACTIVITIES

Through a series of property owner meetings the Downtown Industrial District Business Improvement District Renewal Committee collectively determined the priority for improvements and activities to be delivered by the business improvement district. The primary needs as determined by the property owners are:

- ◆ Clean and Safe
- ◆ Economic Development/Communication

Based upon these findings, the following improvement and activity categories are recommended for the PBID. The following narrative provides recommendations for the PBID's first year of operation. Final programs and budgets will be subject to the review and approval of the PBID Owners' Association and City Council.

CLEAN and SAFE

Safe Team Program

The Safety Program will provide safety services for the individual assessed parcels located within the District in the form of patrolling bicycle personnel, and nighttime vehicle patrol. The purpose of the Safe Team Program is to prevent, deter and report illegal activities taking place on the streets, sidewalks, storefronts, parking Parcels and alleys. The presence of the Safe Team Program is intended to deter such illegal activities as public urination, indecent exposure, trespassing, drinking in public, prostitution, illegal panhandling, illegal vending, and illegal dumping. The Program will supplement, not replace, other ongoing police, safety and patrol efforts within the District. The Safe Team Program will maintain communication with the Los Angeles Police Department (LAPD) area patrols and intends to report illegal activities to the LAPD. The Safe Team Program will only provide its services to assessed properties within the District boundaries. The special benefit to all assessed District parcels from these services is an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity and an increase in customers. These services are a special benefit to individually assessed parcels because graffiti, and illegal activities deter customers from visiting the district.

Clean Program

In order to consistently deal with cleaning issues, the Downtown Industrial District Business Improvement District Cleaning Program will continue the work that began in 2000. The clean team will only provide service to assessed parcels within District boundaries. The special benefit to assessed parcels from these services is an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity, an increase in customers and an increase in commercial businesses. In order to consistently deal with cleaning issues, a multi-dimensional approach has been developed consisting of the following elements.

Sidewalk Cleaning: Uniformed, radio equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the District. District personnel may pressure wash the sidewalks.

Trash Collection: Collector truck personnel collect trash from sidewalk trash receptacles as needed. District trucks are often called to dispose of illegal food vendors' inventory. They are also dispatched to collect large bulky items illegally dumped in the District.

Grffiti Removal: District personnel remove graffiti by painting, using solvent and pressure

washing. The District maintains a zero tolerance graffiti policy. An effort is made to remove all tags within 24 hours on weekdays.

Tree Trimming: Street tree trimming is important to keep the District looking attractive.

ECONOMIC DEVELOPMENT/COMMUNICATION

It is important to not only provide the services needed in the District, but to tell the story of improvement in the District. The economic development/communication budget for each zone can be found in the chart in Section 4, page 17. The special benefit to District assessed parcels, with the exception City of Los Angeles owned parcel 5147-029-901 which is a public plaza and will not benefit from the District communication and economic development programs, is a likelihood of increased lease rates and tenant occupancy due to the increased commercial activity because of new customers attracted to the District by the communication on the web site and in the newsletter. Another special benefit to assessed parcels from the communication services is an increased transparency of District programs and financial transactions which will be available to parcel owners in the newsletter and on the web site. The special benefit to District assessed parcels from the economic development services is an increased likelihood of commercial activity and an increased likelihood of attracting new investment to the district both of which directly relate to increases in lease rates and enhanced commerce. Some of the economic development/communication programs currently in place or being considered are

- Image and Communication programs
- Quarterly Newsletter
- Downtown Industrial District Business Improvement District Web Site
- Buyer Attraction Program
- Public and Media Relations
- Investment Attraction Programs
- Development of Downtown Industrial District Business Improvement District Image Pieces
- Market Research

MANAGEMENT/CITY FEES/CONTINGENCY

The improvements and activities are managed by a professional staff that requires centralized management support. Management staff oversees the District's services which are delivered seven days a week. Management staff actively works on behalf of the District parcels to insure that City and County services and policies support the District. Included in this item are the cost to conduct a yearly financial review, City fees to collect and process the assessments, a reserve for uncollectible assessments and depreciation. The special benefit from these services is an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity, an increase in customers and an increase in residential serving businesses due to the work of the management staff as stated above

SECTION C: BENEFITTING PARCELS

PBID Boundary

Article XIIID Section 4(a) of the State Constitution requires that the authorizing agency "Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed".

The Downtown Industrial District Business Improvement District includes all property within a boundary formed by: (Also see map on page 9)

Summary – The proposed District is bounded on the West by San Pedro from 8th Street to 7th Street and both sides of San Pedro from 7th Street to 3rd Street. On the North by 3rd Street. On the East by Alameda Street. On the South by Olympic Boulevard and 8th Street. The Downtown Industrial District Business Improvement District includes all property within a boundary formed by:

Beginning at the intersection of 3rd Street and Alameda Street turn south along Alameda Street to the intersection of Olympic Boulevard. At Olympic Boulevard turn west along Olympic Boulevard to Central Avenue. At Central Avenue turn north along Central Avenue to 8th Street. At 8th Street turn west along 8th Street to San Pedro Street. At San Pedro Street turn north along San Pedro Street to the second parcel facing on the west side of San Pedro Street north of 7th Street, parcel number 5148-025-010. Beginning with parcel number 5148-025-010 continue north following the west parcel lines of parcels facing on the west side of San Pedro Street until 3rd Street. At 3rd Street turn east along 3rd Street until reaching the beginning point at 3rd Street and Alameda Street.

Benefit Zones

Zone One is made up primarily of smaller parcels than Zone Two with buildings that front on the street and tend to have more than one business within a building. Zone One's parcels are predominately occupied by small wholesale businesses. Zone One contains the highest concentration of small wholesale with some small retail uses that primarily serve the needs of the immediate neighborhood within the District, the highest pedestrian counts and the highest demand for clean and safe services based on data from over 10 years of operation. Zone One also contains a number of non-profit social service providers. The west boundary for zone one is the west boundary for the District. The north boundary is 3rd Street. The east boundary is Central Avenue and the south boundary is 8th Street.

Zone Two is made up primarily of large parcels with buildings that are set back, are completely fenced and house only one business. Zone Two has a much lower historical demand for clean and safe services based on data from over 10 years of operations. Zone Two is predominately wholesale, industrial and market uses such as a seafood market, which have very little pedestrian traffic and operate predominately during the night hours. The west boundary for zone two is Central Avenue. The north boundary is 3rd Street. The east boundary is Alameda Street and the south boundary is Olympic Boulevard.

District Boundary Rationale

The property uses within the general boundaries of the Downtown Industrial District Business Improvement District are primarily wholesale, manufacturing and industrial uses with a small number of retail businesses, the majority of which are in Zone One. Zone One's parcels are

predominately occupied by small wholesale businesses. Zone One contains the highest concentration of small wholesale with some small retail uses in the District. Zone Two is predominately large wholesale, large industrial and large market uses such as a seafood market. The District also contains a small number of non-profit social service uses located in zone one. Services and improvements provided by the District are designed to provide special benefits to each of the individually assessed wholesale, manufacturing, industrial, retail and social service parcels within the District in the form of improving the economic vitality by increasing building occupancy and lease rates and encouraging new business development, attracting tenants and encouraging commerce. Wholesale parcels will specifically benefit from the District programs in the form of an increased likelihood of increased commerce and building occupancy. Manufacturing and industrial parcels will specifically benefit from District programs in the form of an increased likelihood of new business development and a greater ability to attract tenants. Retail parcels will specifically benefit from District programs in the form of an increased likelihood of increased commerce, increased building occupancy and lease rates. All of the services provided, such as the security work provided by the Safe Team and the work provided by the Clean Team, are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District and because of the unique nature of these services focusing on the particular needs of each assessable parcel within the District provide particular and distinct benefits to each of the parcels within the District. Each property within the District receives special benefits and is assessed based upon benefits received.

In order to ensure that parcels outside of the District will not specially benefit from the improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District. Specifically, security patrols, clean / sanitation personnel, and similar service providers employed in connection with the District will only patrol and provide services on the streets and sidewalks within the District, and will not provide services outside of District boundaries. Nor will District promotional efforts promote activities outside of District boundaries. All assessed parcels within the District receive special benefits and are assessed based upon the special benefits received by each individually assessed parcel.

Northern Boundary: The northern boundary of the Downtown Industrial District Business Improvement District abuts the boundary of the Little Tokyo Business Improvement District. This district provides improvements and activities similar to the services provided by the Downtown Industrial District Business Improvement District. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District.

Eastern Boundary: The eastern boundary of the Downtown Industrial District Business Improvement District abuts from Third Street to Seventh Street on Alameda. The Arts District Business Improvement District which is currently in formation and if formed will provide improvements and activities similar to the services provided by the Downtown Industrial District Business Improvement District. Alameda Street, south of Seventh Street, because of its width and high volume of truck traffic acts as a natural barrier to separate the District from property on the east side of Alameda. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District.

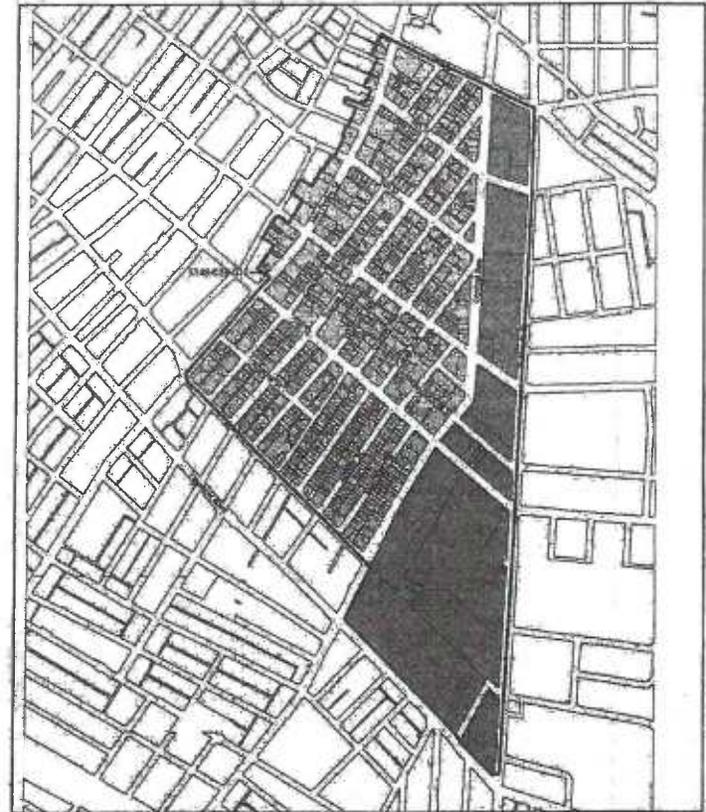
Southern Boundary: The southern boundary of the Downtown Industrial District Business Improvement District is the same as it has been since 2004. Parcels within the District are uniquely different from those property uses south of the District in that they are primarily wholesale, manufacturing and industrial uses. The manufacturing and industrial uses make products and ship them out of the District customers rarely come to their businesses. The wholesale businesses sell products in bulk with limited on-site sales. Property uses south of the District's southern border are primarily retail fashion related, retail electronics and other retail uses that sell individual products with the vast majority of their sales on-site and attract customers from a wide region. These uses have higher customer counts and parking demand with needs that are different from the wholesale industrial uses within the District and will not benefit from the services and programs that are designed to provide special benefit to the primarily wholesale, manufacturing and industrial uses within the Downtown Industrial District. The retail in Zone One is different from retail south of the District border in that it is predominately neighborhood serving, supporting the employees and customers of the primarily wholesale, manufacturing and industrial uses that exist in Zone One. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District.

Western Boundary: western boundary of the Downtown Industrial District Business Improvement District abuts from Eight Street to Seventh Street the Fashion District Business Improvement District, which begins at Seventh Street, and provides improvements and activities similar to the services provided by the Downtown Industrial District Business Improvement District. The boundary from Seventh Street to Fifth Street includes parcels that face on both sides of San Pedro Street with the parcels on the west side of San Pedro Street being only one parcel deep. These parcels were included in order to provide consistent services to both sides of that part of San Pedro Street in an efficient and effective manner. By taking in both sides of San Pedro Street, one parcel deep on the western side of San Pedro Street, a small number of parcels with non-profit social service uses were incidentally included within the District.

District Clean/Safe and Communication programs are designed to provide a special benefit to all non-profit assessed District parcels in the form of an increased likelihood of improved lease rates and tenant occupancy and increased likelihood of attracting new investment to the district because of an increase in commercial activity. District programs are not designed to provide benefit to non-profit social service providers, but because these providers are within the District boundaries they receive special benefit from the District Clean Program (see discussion of non-profit parcels on pages 15 and 20). West of the District boundary is an area made up primarily of properties providing services to the homeless and impoverished which are distinctly different from the majority of uses within the District which are industrial, manufacturing and wholesale. Properties west of the District boundary do not receive District services and will not receive even the incidental special benefit that similar properties that were included in the District in an effort to provide effective service to both sides of San Pedro Street receive. District programs are designed to increase commercial activity and are not designed to increase customers to non-profit social service providers. The communication, economic development and clean and safe programs were design to increase commerce and economic vitality of the wholesale, manufacturing and industrial uses that are predominate in the District.

The remainder of the western boundary abuts an area whose use is predominately toy retail businesses which are distinctly different from the industrial, manufacturing and wholesale uses within the District. These parcels outside the District boundary will not receive special benefit

from the communication, economic development and clean and safe programs which were designed to increase commerce and economic vitality of the wholesale, manufacturing and industrial uses that are predominate in the District. The very small number of toy retail businesses located within the District boundary receive special benefit from District programs because they are incidentally within the District. District programs are not designed to increase customers to retail toy businesses. The communication, economic development and clean and safe programs were designed to increase commerce and economic vitality of the wholesale, manufacturing and Industrial uses that are predominate in the District. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District.



ZONE 1 BID PROPERTIES (PROPERTY BASED)
ZONE 2 BID PROPERTIES (PROPERTY BASED)
BID. BOUNDARY

SECTION D: PROPORTIONAL BENEFITS

Methodology

Article XIII D Section 4(a) of the State Constitution requires "The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of the public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided".

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

1. Defining the proposed activities,
2. Determining which parcels specially benefit from the proposed activities,
3. Determining the amount of special benefit each parcel receives,
4. Determining the proportional special benefit a parcel receives in relation to the amount of special benefit all other parcels in the District receive.

Each identified parcel within the District will be assessed based upon each parcel's unique characteristics in relationship to all other specially benefitted parcels' characteristics. Due to the proportionate special benefits received by each parcel from the District services, each parcel will be assessed a rate which is commensurate with the amount of special benefits received. Each assessed parcel will pay for 100% of their special benefit.

Special Benefit Factors

The method used to determine proportional special benefits from the Improvements and activities of the Downtown Industrial District Business Improvement District is Parcel Square Footage as the assessment variable. In order to determine which elements will be a part of the assessment methodology it begins with an analysis of the building types and development types within a district. The building types within this district do not vary much. Most buildings are one and two story industrial buildings. The use of building square footage as one of the assessment variables is not needed to address the need to spread the assessments equitably because the District does not have a wide variable of density on a parcel.

To further determine which elements will be a part of the assessment methodology there must be an analysis of the parcel sizes and variations in parcel size within the district. This District does not have a consistent parcel size throughout the District. The parcels vary from small commercial parcels in zone one to large industrial parcels in zone two. The use of lot size as the only assessment variables addresses the need to spread the assessments equitably in a district that has such a wide variable in lot size.

Linear footage was not used as an assessment variable in this District due to the wide variances in parcel sizes as stated above. Linear footage is best used as an assessment variable when there is a relatively minor variance in building types and parcel sizes.

Services and improvements provided by the District are designed to provide special benefits to the mix of wholesale, manufacturing and industrial uses. The use of each parcel's assessable parcel square footage is the best measure of benefit for the programs because the intent of the District programs is to improve the safety of each individual parcel, to increase building occupancy and lease rates, to encourage new business development and attract ancillary

businesses and services for parcels within the District, in other words to attract more customers, clients and or employees. The best way to determine each parcels proportionate special benefit from the District programs is to relate each parcel's square footage to every other parcel's square footage.

Parcel square footage is relevant to the best use of a property and will reflect the long term special benefit implications of the improvement district.

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

SECTION E: SPECIAL and GENERAL BENEFITS

State Law, Proposition 218, and judicial opinions require that assessments be levied according to the estimated special benefit each assessed parcel receives from the activities and improvements. Article XIII D Section 4(a) of the California Constitution in part states "only special benefits are assessable" which requires that we separate the general benefits, if any, from the special benefits provided by the proposed activities and improvements. Further clarification from the Golden Hill judicial opinion states that "even minimal general benefits must be separated from special benefits and quantified so that the percentage of the cost of services and improvements representing general benefits, however slight, can be deducted from the amount of the cost assessed against specially benefitting properties". A special benefit as defined in Article XIII D means a particular and distinct benefit over and above general benefits conferred on real property located in the PBID or to the public at large.

The special benefit to parcels from the proposed PBID activities and improvements described in this Report is equal to or exceeds the total amount of the proposed assessment. Each individual assessed parcel's assessment is no greater than the special benefit it receives from the PBID services.

The quantitative analysis of determining both the special and general benefit is provided separately below.

Special Benefit Analysis

All special benefits derived from the assessments outlined in this Report are for property related activities directly benefiting each individual assessed parcel in the PBID. The special benefit must affect the individual assessable parcel in a way that is particular and distinct from its effect on other parcels and that real property in general and the public at large do not share. Article XIII D Section 4(a) of the state Constitution states "An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed".

All individually assessed parcels specially benefit from PBID activities. In particular, each parcel that is not classified as a "non-profit parcel" (see non-profit discussion below) will benefit from the Safe and Clean services that will make each parcel cleaner and safer, such as: increased safety patrol⁹, removing graffiti from buildings, picking up trash, weeding and power-washing

⁹ The study published in the Economic Journal, cited previously in footnote 9, indicates that 30 Los Angeles BID's that provide safety services resulted in crime reduction within those districts.

sidewalks which directly relates to improving the safety of each individual parcel, to increasing building occupancy and lease rates, encouraging new business development and attracting ancillary businesses and services for parcels within the District. All specially benefitted parcels will be assessed based on their proportional share of the special benefits received from the PBID activities.

Each individually assessed parcel that is not classified as a "non-profit parcel" (see non-profit discussion below) will also specially benefit from the Communication activities which will specially benefit each parcel by encouraging business development and investment which generates customer traffic which directly relates to increases in commercial activity. All specially benefitted parcels will be assessed based on their proportional share of the special benefits received from the PBID activities.

The PBID's purpose is to fund activities and improvements to provide a cleaner and safer environment and to perform the communication services as outlined in Section B with the goal of increasing pedestrian traffic and filling vacant wholesale space and commercial properties. By presenting a more attractive, safer and vibrant destination, there is a likelihood of increased pedestrian traffic, increased business activities and improved commercial serving uses.

Improving the public safety makes locations more attractive for businesses. When business location decisions are made, "lower levels" of public safety lead to increased uncertainty in decision making and can be perceived as a signal of a socio-institutional environment unfavorable for investment. Uncertainty affects the investment environment in general. But in particular, it increases the fear of physical damage to investment assets (or to people) or their returns...Almost universally, places with lower crime rates are perceived as more desirable".¹⁰ Once economic investment occurs within the district, pedestrian traffic and commercial activity will increase. The special benefit to assessed parcels from these services is increased commercial lease rates and commercial tenant occupancy because of the increase in commercial activity and an increase in District customers that follow from having a cleaner and safer area.

Publicly Owned Parcels:

The Downtown Industrial District PBID will provide all the improvements and activities, including communication, to the City of Los Angeles or any other government-owned parcels within the PBID boundary with the exception of parcel of parcel 5147-029-901 which is a public plaza and will not benefit from the District communication and economic development programs, but will receive special benefit from all other District program. All publicly-owned parcels will pay their proportional share of costs based on the special benefits conferred to those individual parcels. The special benefit to government assessed parcels from these services is an increase in District customers, and an increased likelihood of attracting and retaining employees that follow from having a cleaner and safer area. Public owned parcels will receive special benefit in the form of increased use of the public facilities, increased attraction and retention of employees, which directly relates to fulfilling their public service mission. Article XIII D of the California Constitution was added in November of 1996 to provide for these assessments. It specifically states in Section 4(a) that "Parcels within a district that are owned or used by any agency...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."

¹⁰ "Accelerating economic growth and vitality through smarter public safety management" IBM Global Business Services Executive Report, September 2012, pg. 2

Non-Profit Social Service Provider Assessments:

A small number of District parcels are owned and occupied by Non-Profit social service providers (non-profit parcels) are included within the District boundary not because of their use, but because they are intermingled with in the predominate wholesale, manufacturing and industrial uses. The non-profit parcels do not receive the same level of special benefits from the District programs which are designed to meet the District goals of improving the appearance and safety of the District, to increase building occupancy and lease rates, to encourage new business development, attract ancillary businesses and services and increase the economic vitality of the wholesale, manufacturing and industrial uses as do all of the other parcels within the District. These service providers provide homeless and mental health programs. Customers/clients of non-profit social service providers within the District do not have a discretionary choice of where to go to get their services as compared to a customer of a for-profit business which has several choices of where to buy their products and services. Customers/clients of these service providers are not attracted to the providers because of a safe environment. These providers will not specially benefit from the safe programs provided by the District and will only benefit from the cleaning activities of the District and the management/contingency/city fees programs of the District. Each assessed parcel will pay for 100% of their special benefit.

Because of the differences between for-profit and non-profit clients/customers as discussed in the above paragraph, non-profit parcels do not receive special benefits from the District's safe programs or economic development programs. Non-profit parcels do receive special benefits from the District clean programs that provide a healthier environment to the areas around their parcels. These areas are used as waiting/queueing areas by their clients. Non-profit parcels also benefit from the clean programs in that a clean area provides a better environment which increases the likelihood of attracting and maintaining employees at the service providers. These clean programs enhance the ability of the social service providers to provide their services and therefore provide special benefits to the non-profit parcels. Non-profit parcels will only pay their share of the District's clean and management/contingency/city fees programs. The non-profit social service providers are located in a small geographic area of district.

General Benefit Analysis

As required by the State Constitution Article XIII D Section 4(a), the general benefits of an assessment district must be quantified and separated out so that the cost of the activities that are attributed to general benefit are deducted from the cost assessed against each specially benefitted parcel. General benefits are benefits from the PBID activities and improvements that are not special in nature, are not "particular and distinct" and are not over and above the benefits that other parcels receive. This analysis will evaluate and determine the level of general benefits that (1) parcels outside of PBID may receive, and (2) the public at large may receive. Each of the parcels are receiving 100% of the special benefit parcels.

General Benefit to Parcels Outside of PBID

All the PBID activities and improvements are provided to each of the individual assessed parcels in the PBID boundary. No PBID activities will be specifically provided to any parcel outside of the PBID boundary. However, it is conceivable to conclude that some parcels outside of the PBID boundary may receive some spillover benefit from the Safe and Clean activities.

In the case of the PBID, the parcels considered outside of the PBID's boundary that may receive a general benefit are those parcels that are immediately adjacent to or immediately across the street from where the PBID services are delivered. In order to calculate the general benefit that parcels adjacent to the Downtown Industrial PBID may receive, the percentage of

each PBID activity budget attributed to these parcels must be determined. The table below shows the budgets for each of the PBID activities that may have spillover benefit and their respective percentage of the total PBID budget. We then need to apply a Relative Benefit factor to each of the activities accounting for the potential benefit parcels outside of the district may receive. The relative benefit factor is a basic unit of measure that compares the benefit that parcels within the District receive compared to parcels outside of the District. Since the parcels in the District boundary receive 100% of the special benefit they are assigned a relative benefit factor of 1.0 for each PBID activity. Since the parcels outside of the district boundary do not directly receive any PBID activity they are assigned a relative benefit factor less than 1.0 for each PBID activity. There is no scientific method to determine the respective relative benefit, however in our professional experience of over 50 years as a Registered Civil Engineer the relative benefit factors are reasonable to conclude.

In the case of the Downtown Industrial District each of the activities under Communication, i.e. newsletter and website management specially benefit all parcels in the PBID as these activities strictly target and advertise the parcels within the PBID boundary. Communication does not have a spillover benefit and does not provide either a special benefit or a general benefit to parcels outside the District. For example, the web site has a directory of only those businesses within the District. The quarterly newsletter is only distributed to property and business owners within the District. The buyer attraction program specifically identifies businesses within the District and works to attract buyers to those businesses. Safe and Clean activities are site specific to each parcel within the PBID boundary. However, the parcels immediately adjacent to the boundary may visually see the effects of the Safe and Clean services, e.g. cleaner sidewalks, safety patrols, and buildings without graffiti and thus, may receive a nominal spillover benefit. Safe and Clean activities can clearly be seen and are limited to District frontage adjacent to parcels outside the District. A visitor can clearly see the difference between parcels in the District and those outside. Based upon our experience the relative benefit factor for Safe and Clean is 0.25. The relative benefit factor is then multiplied by the PBID activity's budget percentage to determine the overall benefit factor. The following table illustrates this calculation.

PBID Activities Budget:	Budget	Percent of Total	x	Relative Benefit *	=	Benefit Factor
Budget for Safe and Clean:	\$1,467,669	71%		0.25		0.18
TOTAL PBID Assessment Budget:	\$2,067,590					0.18

Based on the criteria of identifying parcels outside of the PBID boundary there are 112 parcels that do not directly receive the PBID activities but may receive some spill-over benefit. Of those 112 parcels, 43 are within other adjoining PBID boundaries. These parcels do not benefit to the same degree as other parcels that are not within a PBID as these parcels are currently assessed for and receive special benefit from similar PBID activities. Therefore these 43 parcels receive 50% the general benefit of the other adjacent parcels. There is no scientific method to determine the respective percent of reduced benefit parcels outside the PBID, but within an adjoining PBID receive, however in our professional experience of over 50 years as a Registered Civil Engineer the relative benefit factors are reasonable to conclude and provide a conservative estimate of possible general benefit.

The parcels outside of the PBID boundary not in another PBID are assigned a total benefit factor of 0.18 to account for the fact that they may benefit from the Safe and Clean activities that may encourage commerce not only within the PBID boundary but immediately adjacent to it. For parcels that are immediately adjacent to the PBID boundary but are included in another

PBID their benefit factor is 50% of the 0.18 acknowledging their benefit from their own PBID activities. Therefore, these 43 parcels have a benefit factor of 0.09 (0.18 x 50%). Both of these benefit factors are reflected in the table below.

In comparison, there are 862 parcels within the PBID boundary, all of which receive a benefit factor of 1.0 acknowledging that they receive 100% special benefit from the PBID activities. To calculate the general benefit percentage, the respective benefit factors must be applied to the number of parcels both within the PBID boundary and those that are outside of the PBID boundary. The table below shows the calculation for the general benefit percentage.

	No. of Parcels	Benefit Factor	Total Benefit Units
No. of parcels in District:	862	1.00	862.00
No. of parcels adjacent to district boundary in other PBIDs	43	0.09	3.87
No. of parcels adjacent to district boundary not in other PBID	69	0.18	12.42
Total number of parcels	977		878.29

General Benefit to parcels outside of district boundary 1.85%
(3.87+12.42)/878.29

All Calculations are rounded up or down to two decimal places.

General Benefit to the Public At Large

In addition to the general benefit to the parcels outside of the PBID boundary, there may be general benefits to the public at large, those people that are either in the PBID boundary and not specially benefitted from the activities or people outside of the PBID boundary that may benefit from the PBID activities. In the case of the PBID the public at large are those individuals that are within the PBID boundary that do not pay an assessment and do not specially benefit from the PBID activities. Since the main goal of the PBID is to increase pedestrian traffic and participation in commercial activity a determination is made of how many people are in the PBID boundary and not currently or ever will engage in commerce.

With regard to the Downtown Industrial District it is a highly concentrated industrial area with little pedestrian traffic other than employees or homeless. The Downtown Industrial District contracted with Farrand Research to conduct intercept surveys within the PBID boundary to determine to what degree respondents engage in any type of business activity (going to a restaurant/café/bar; conduct personal business, e.g. visit a bank, beauty salon, tailor, dry cleaner; pay to park a car in the District, visit a retail or wholesale business). The survey included 133 participants, with a margin of error of 8.5%, and was conducted on December 10, 11, 12, 2013 at separate locations within the PBID with all efforts made to include an unbiased cross section of participants. As noted above this is an industrial area with little pedestrian traffic other than employees or homeless. However there are a few locations within the District that are frequented by employees and customers particularly for meals. The survey locations were at these sites in an effort to get surveys from actual users of the District and avoid interviewing homeless individuals.

The first 7 questions of the survey asked the respondent if they are likely, either today or at any point in the future, to engage in any type of commerce activity that is represented through the

district, for example; going to a restaurant/café/bar; conduct personal business, e.g. visit a bank, beauty salon, pay to park a car in the District, visit a retail or wholesale business. Of the 133 surveys, none responded that they were not likely to engage in any type of commerce. That means that 100% of the respondents indicated that they will and intend to engage in at least one of the business activities asked in the survey and that the PBID services; i.e. Clean and Safe or Communication will contribute to their decision to come to the District and engage in commerce. Therefore, 0% (0/133) of the total survey responses represent the general benefit to the public at large.

Total General Benefits

Using the sum of the two (2) measures of general benefit described above (1.85% + 0%), we find that approximately 1.85% of the benefits conferred by the PBID activities may be general in nature and will be funded from sources other than special assessments

SECTION F: COST ESTIMATE

2015 Operating Budget

The Downtown Industrial District 2015 calendar year operating budget takes into consideration:

1. The improvements and activities needed to provide special benefits to each individual parcel within the District boundary (Section B).
2. The parcels that specially benefit from said improvements and activities (Section C), and
3. The costs associated with the special and general benefits conferred (Section E).

Benefit Zone	PBID Expenditures			Total Budget
	Clean & Safe	Communication	Management Services	
1	\$1,111,742	\$164,000	\$299,379	\$1,575,121
2	\$315,164	\$47,117	\$81,649	\$443,930
Non Profit	\$40,783	\$0	\$7,776	\$48,539
EXPENDITURES	\$1,467,689	\$211,117	\$388,804	\$2,067,590
REVENUES				
Assessment Revenues				\$2,029,339
Other Revenue, 1.85% (1)				\$38,251
TOTAL REVENUES				\$2,067,590

(1) Other non-assessment funding to cover the cost associated with general benefit.

Budget Notations

1. The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down

to continue the intended level of programs and services. Assessments will be subject to an annual increase of up to 5% per year to address changes in the cost of providing services. The actual amount of increase will be determined by the Owners Association and will vary between 0% and 5% in any given year. Any change will be approved by the owner's association board of directors and submitted to the City within its annual planning report.

2. The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. The owners association shall have the right to reallocate up to 10% of the budget allocation by line item within the budgeted categories. The management/administration line item may only be increased by the annual increase subject to the 5% cap and cannot be increased through the 10% budget reallocation. Any change will be approved by the owner's association board of directors and submitted to the City of Los Angeles within its annual planning report. Pursuant to Section 38650 of the California Streets and Highways Code. The overall budget shall remain consistent with this Management District Plan.

SECTION G: APPORTIONMENT METHOD

In order to assess for the special benefit each parcel receives from the PBID activities two benefit zones, in addition to a non-profit parcel assessment have been established. The levels of appropriate service delivery within each zone was determined by analyzing historical data on the amount of clean and safe services delivered to each zone, current service delivery needs and projecting future needs over the term of the District in order to produce a common level of safety and cleanliness for each parcel throughout the District. The Economic Development/Communication and management programs are designed to provide services to parcels in both zone one and zone two. For more detail on special benefit see "Special Benefit" section beginning of page 12 of this Engineer's Report. Each zones assessment rate was calculated by determining the level of special benefit each parcels receives from the activities and the cost to provide that level of benefit and then spreading the cost over the total assessable footage for that benefit zone or overlay.

Zone One is made up primarily of small parcels with small lot sizes. Zone One parcels have buildings that front on the street and tend to have more than one business within a building. Zone One's parcels are predominately occupied by small businesses. Zone One has a much higher density than Zone Two with 97% of the District parcels and only 64% of the District lot square footage. Zone One contains the highest concentration of retail uses in the District, the highest pedestrian counts and the highest demand for clean and safe services based on data from over 10 years of operation. Zone One also contains a number of non-profit social service providers.

Zone Two is made up primarily of large parcels with buildings that are set back, are completely fenced and house only one business. Zone Two is much less dense than Zone One containing only 3% of the District parcels on 36% of the Districts lot square footage. Zone Two has a much lower historical demand for clean and safe services based on data from over 10 years of operations. Zone Two is predominately wholesale, industrial and market uses such as a seafood market, which have very little pedestrian traffic and operate predominately during the night hours.

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

Non-Profit Assessments

District parcels which are owned and occupied by Non-Profit social service providers (non-profit parcels) do not receive the same level of special benefits from the District programs (see pages 8 and 15 for non-profit discussion) which are designed to meet the District goals of improving the appearance and safety of the District, to increase building occupancy and lease rates, to encourage new business development, attract ancillary businesses and services and increase the economic vitality of the wholesale, manufacturing and industrial uses as do all of the other parcels within the District. These service providers provide homeless and mental health programs. Customers/clients of non-profit social service providers within the District do not have a discretionary choice of where to go to get their services as compared to a customer of a for-profit business which has several choices of where to buy their products and services. Customers/clients of these service providers are not attracted to the providers because of a safe

environment. These providers will not specially benefit from the safe programs provided by the District and will only benefit from the cleaning activities of the District and the management/contingency/city fees programs of the District.

Because of the differences between for-profit and non-profit clients/customers as discussed in the above paragraph, non-profit parcels do not receive special benefits from the District's safe programs or economic development programs. Non-profit parcels do receive special benefits from the District clean programs that provide a healthier environment to the areas around their parcels. These areas are used as waiting/queuing areas by their clients. Non-profit parcels also benefit from the clean programs in that a clean area provides a better environment which increases the likelihood of attracting and maintaining employees at the service providers. These clean programs enhance the ability of the social service providers to provide their services and therefore provide special benefits to the non-profit parcels. Non-profit parcels will only pay their share of the District's clean and management/contingency/city fees programs. The non-profit social service providers are located in a small geographic area of district.

Non-profit parcels will only pay their share of the District's clean, management/city fees/contingency programs. The non-profit share is calculated by taking the total lot square footage of non-profit parcels (764,763) and dividing it by the total lot square footage of the District (9,275,451) to arrive at 8.25% of the total lot square footage owned by non-profit parcels. The total budget for District clean programs is \$ 494,100, the non-profit share of the clean programs is \$494,100 X 8.25% = \$40,763. To calculate the non-profit share of the management, city fee/contingency take the total non-profit share of clean programs \$40,763 and divide by the total district budget for all clean, safe and economic development/communication budget \$1,678,786. The result rounded to two decimal places is .02%. Multiply the .02% times the total District budget for management, city fees/contingency of \$388,804 and the non-profit share is \$7,776. The total non-profit share of the District budget is \$40,763 + \$7,776 = \$48,539. After the general benefit percentage of 1.85% or \$898 is subtracted from \$48,539, the non-profit portion of the budget to be assessed is \$47,641. The assessment rate for District parcels that are owned and operated by non-profit social service providers is \$47,641 / 764,763 lot square feet = \$0.0623 per lot square foot. The following parcels are defined as receiving non-profit assessments:

5146-001-001	5147-009-001	5147-019-010	5147-025-020	5148-025-005
5146-001-002	5147-009-003	5147-019-011	5147-026-030	5148-025-006
5146-005-001	5147-009-004	5147-019-015	5147-027-031	5148-025-007
5146-005-005	5147-009-017	5147-019-023	5147-029-002	5148-025-008
5146-005-012	5147-010-002	5147-020-005	5147-029-035	5148-025-009
5146-005-013	5147-015-040	5147-024-002	5147-029-048	5148-025-017
5146-005-024	5147-016-001	5147-024-003	5147-029-049	5148-025-026
5146-005-029	5147-016-004	5147-024-004	5147-030-063	5147-025-900
5146-008-001	5147-016-005	5147-024-022	5147-034-016	
5146-029-039	5147-016-020	5147-024-023	5147-035-001	
5147-001-012	5147-016-021	5147-024-024	5148-005-010	
5147-006-010	5147-016-024	5147-024-026	5148-011-001	
5147-007-005	5147-019-001	5147-025-003	5148-012-021	
5147-007-007	5147-019-008	5147-025-007	5148-012-019	
5147-007-020	5147-019-009	5147-025-014	5148-013-006	

The table below summarizes the assessable lot square footage within each Benefit Zone and Non-Profit:

	Zone One	Zone Two	Non-Profit
Lot Square Footage	4,563,124	3,947,564	764,763

Calculation of Assessments

Based on the special benefit factors, assessable footages for each variable plus the budget identified for each variable in the chart on page 15, all of which are discussed above, the following table illustrates the first year's maximum annual assessment per parcel square foot plus building square foot.

Assessment Rate Calculation:

Total Assessment Budget	\$2,029,340
Non-profit assessment budget	\$47,641/764,763 = \$0.0623 per lot square foot
Zone One assessment budget	\$1,545,981/4,563,124 = \$0.3389 per lot square foot
Zone Two assessment budget	\$435,718/3,947,564 = \$0.1104 per lot square foot

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

Zone	Rate per Lot Square Foot
One	\$0.3389
Two	\$0.1104
Non-Profit	\$0.0623

City of Los Angeles parcel 5147-029-901 is a public plaza and will not benefit from the District communication and economic development programs and will pay at an assessment rate of \$0.3035 for the first year of the District.

For example, to calculate the assessment for a parcel in zone one with 20,000 square feet of lot:

$$(20,000 \times \$0.3389) = \$6,778 \text{ initial annual parcel assessment}$$

Government Assessments

The Downtown Industrial District PBID will provide all the improvements and activities to the City of Los Angeles or any other government-owned parcels within the PBID boundary, with the exception of City of Los Angeles parcel 5147-029-901 which is a public plaza and will not benefit from the District communication and economic development programs. The remainder of City of Los Angeles and former CRA parcels are public parking lots that receive income from parking fees and benefit from all of the District programs. MTA parcels are used by employees in the operation of MTA transit services and will benefit from District programs as defined below. All publicly-owned parcels will pay their proportional share of costs based on the special benefits conferred to those individual parcels. The special benefit to government assessed parcels from these services is an increase in District customers, and an increased likelihood of attracting and retaining employees that follow from having a cleaner and safer area. Public owned parcels will receive special benefit in the form of increased use of the public facilities, increased attraction and retention of employees, which directly relates to fulfilling their public service mission. See Engineers Report page 13 for publicly owned parcels special benefit designation. Article XIII D of the California Constitution was added in November of 1996 to provide for these assessments. It specifically states in Section 4(a) that "Parcels within a district that are owned or used by any agency...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." Below is a list of the publicly-owned parcels and their respective assessments.

APN	OWNER GROUP	Site NUM	Site STREET	zone	LOT SIZE	2015 Asmt	%
5147024900	City Of Los Angeles (parking lot)	557	CROCKER ST	1	4,234	\$1,434.94	0.07%
5147024901	City Of Los Angeles (parking lot)		*NO SITE ADDRESS*	1	1,411	\$478.20	0.02%
5147025900	City Of Los Angeles (lamp village)		*NO SITE ADDRESS*		26,139	\$1,628.34	0.08%
5147029901	City Of Los Angeles (public plaza)		*NO SITE ADDRESS*	1	14,200	\$4,310.03	0.21%
Total City of Los Angeles						\$7,851.51	0.39%
5147007901	CRA of LA	454	San Pedro St	1	23,090	\$7,825.41	0.39%
5147026900	CRA of LA	600	S SAN PEDRO ST	1	44,169	\$14,969.27	0.74%
Total CRA of LA						\$22,794.68	1.12%
5147015900	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015901	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147035902	LACMTA		*NO SITE ADDRESS*	1	4,299	\$1,456.97	0.07%
5147015903	LACMTA		*NO SITE ADDRESS*	1	4,704	\$1,594.23	0.08%
5147015904	LACMTA		*NO SITE ADDRESS*	1	11,151	\$3,779.17	0.19%
5147015905	LACMTA		*NO SITE ADDRESS*	1	9,975	\$3,380.62	0.17%
5147015906	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015907	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015908	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147033900	LACMTA		*NO SITE ADDRESS*	1	24,045	\$8,149.07	0.40%
5147035900	LACMTA	1310	INDUSTRIAL ST	2	8,058	\$889.41	0.04%
5147035901	LACMTA	1337	E 7TH ST	2	8,319	\$918.22	0.05%
5147035902	LACMTA	1339	E 7TH ST	2	12,109	\$1,336.55	0.07%
5147035903	LACMTA	1345	E 7TH ST	2	42,906	\$4,735.81	0.23%
5147035904	LACMTA	1340	INDUSTRIAL ST	2	31,755	\$3,505.00	0.17%
5147036907	LACMTA		*NO SITE ADDRESS*	2	740	\$81.68	0.00%
5147036908	LACMTA	1016	E 6TH ST	2	215,622	\$23,799.56	1.17%
5147036909	LACMTA		*NO SITE ADDRESS*	2	61,855	\$6,827.33	0.34%
Total LACMTA						\$64,681.50	3.19%
Total Government						\$95,327.69	4.78%

Maximum Annual Assessment Adjustments

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. The maximum assessment rate for each year is defined in the chart above. Assessments may be reduced by action of the owners association in any given year. Assessments so reduced may increase in the following year more than the 5% cap up to the maximum rate defined for that year in the chart above. Any change will be approved by the owner's association board of directors and submitted to the City within its annual planning report. Pursuant to Section 36650 of the California Streets and Highways Code.

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. The owners association shall have the right to reallocate up to 10% of the budget allocation by line item within the budgeted categories. The management/administration line item may only be increased by the annual increase subject to the 5% cap and cannot be increased through the 10% budget reallocation. Any change will be approved by the owner's association board of directors and submitted to the City of Los Angeles within its annual planning report. Pursuant to Section 36650 of the California Streets and Highways Code. The overall budget shall remain consistent with this Management District Plan.

Budget Adjustment

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

Non-Profit Social Service Provider

Any changes to non-profit social service provider's eligibility will be reviewed annually by District management and submitted to the City with the annual assessment roll update. Changes may include a Non-Profit changing to a For-Profit or a For-Profit changing to a Non-Profit. Assessment rates will change for parcels that have a change in their for-profit or non-profit ownership status.

Future Development

As a result of continued development, the District may experience the addition or subtraction of assessable footage for parcels included and assessed within the District boundaries. The modification of parcel improvements assessed within the District may then change upwards or downwards the amount of total footage assessment for these parcels, pursuant to Government Code 53750, will be prorated to the date they receive the temporary and/or permanent certificate of occupancy.

In future years, the assessments for the special benefits bestowed upon the included BID parcels may change in accordance with the assessment methodology formula listed in the Management District Plan and Engineer's Report provided the assessment rate does not change. If the assessment formula changes and increases assessments then a Proposition 218 ballot will be required for approval of the formula changes.

Time and Manner for Collecting Assessments

As provided by State law, the District assessment will appear as a separate line item on annual property tax bills prepared by the County of Los Angeles. The City of Los Angeles may direct bill the first years assessment for all property owners and will direct bill any property owners whose special assessment does not appear on the tax rolls.

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

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

SECTION H: ASSESSMENT ROLL

The total assessment amount for 2015 is \$2,029,340 apportioned to each individual assessed parcel. For a complete listing of assessed parcels, please see Attachment B: Assessment Roll, attached as a separate document.

Attachment B: Assessment Roll

APN	OWNER GROUP	Site NUM	Site STREET	zone	LOT SIZE	2015 Asmt	%
5147024900	City Of Los Angeles (parking lot)	557	CROCKER ST	1	4,234	\$1,434.94	0.07%
5147024901	City Of Los Angeles (parking lot)		*NO SITE ADDRESS*	1	1,411	\$478.20	0.02%
5147025900	City Of Los Angeles (lamp village)		*NO SITE ADDRESS*	np	26,139	\$1,628.34	0.08%
5147029901	City Of Los Angeles (public plaza)		*NO SITE ADDRESS*	1	14,200	\$4,310.03	0.21%
Total City of Los Angeles						\$7,851.51	0.39%
5147007901	CRA of LA	454	San Pedro St	1	23,090	\$7,825.41	0.39%
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Total CRA of LA						\$22,794.68	1.12%
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5147015901	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015902	LACMTA		*NO SITE ADDRESS*	1	4,299	\$1,456.97	0.07%
5147015903	LACMTA		*NO SITE ADDRESS*	1	4,704	\$1,594.23	0.08%
5147015904	LACMTA		*NO SITE ADDRESS*	1	11,151	\$3,779.17	0.19%
5147015905	LACMTA		*NO SITE ADDRESS*	1	9,975	\$3,380.62	0.17%
5147015906	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015907	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147015908	LACMTA		*NO SITE ADDRESS*	1	2,495	\$845.58	0.04%
5147033900	LACMTA		*NO SITE ADDRESS*	1	24,045	\$8,149.07	0.40%
5147035900	LACMTA	1310	INDUSTRIAL ST	2	8,058	\$889.41	0.04%
5147035901	LACMTA	1337	E 7TH ST	2	8,319	\$918.22	0.05%
5147035902	LACMTA	1339	E 7TH ST	2	12,109	\$1,336.55	0.07%
5147035903	LACMTA	1345	E 7TH ST	2	42,906	\$4,735.81	0.23%
5147035904	LACMTA	1340	INDUSTRIAL ST	2	31,755	\$3,505.00	0.17%
5147036907	LACMTA		*NO SITE ADDRESS*	2	740	\$81.68	0.00%
5147036908	LACMTA	1016	E 6TH ST	2	215,622	\$23,799.56	1.17%
5147036909	LACMTA		*NO SITE ADDRESS*	2	61,855	\$6,827.33	0.34%
Total LACMTA						\$64,681.50	3.19%
Total Government Parcels						\$95,327.69	4.70%

APN	Site NUM	Site STREET	zone	LOT SIZE	2015 Asmt	%
5146001001	1000	E 7TH ST	NP	11,238	\$700.07	0.03%
5146001002	1010	E 7TH ST	NP	5,446	\$339.26	0.02%
5146001027	1018	E 7TH ST	1	8,581	\$2,908.18	0.14%
5146001028	719	CERES AVE	1	5,445	\$1,845.36	0.09%
5146001029	711	CERES AVE	1	6,969	\$2,361.86	0.12%
5146001030	718	GLADYS AVE	1	14,026	\$4,753.54	0.23%
5146001031	742	GLADYS AVE	1	12,240	\$4,148.25	0.20%
5146001032		*NO SITE ADDRESS*	1	4,160	\$1,409.86	0.07%
5146001033		*NO SITE ADDRESS*	1	4,160	\$1,409.86	0.07%
5146001034	728	GLADYS AVE	1	4,160	\$1,409.86	0.07%
5146001035	722	GLADYS AVE	1	8,494	\$2,878.69	0.14%
5146001036		*NO SITE ADDRESS*	1	4,443	\$1,505.77	0.07%
5146001037	725	CERES AVE	1	4,443	\$1,505.77	0.07%
5146001038	727	CERES AVE	1	4,443	\$1,505.77	0.07%
5146001039	729	CERES AVE	1	4,443	\$1,505.77	0.07%
5146001040	731	CERES AVE	1	4,443	\$1,505.77	0.07%
5146001041	733	CERES AVE	1	4,435	\$1,503.06	0.07%
5146001042	737	CERES AVE	1	4,435	\$1,503.06	0.07%
5146001043	741	CERES AVE	1	4,443	\$1,505.77	0.07%
5146002035	1021	E 8TH ST	1	6,507	\$2,205.28	0.11%
5146002036	1013	E 8TH ST	1	3,310	\$1,121.79	0.06%
5146002037	1011	E 8TH ST	1	3,406	\$1,154.32	0.06%
5146002038	1001	E 8TH ST	1	5,157	\$1,747.75	0.09%
5146002039	790	GLADYS AVE	1	4,499	\$1,524.75	0.08%
5146002040	784	GLADYS AVE	1	8,076	\$2,737.03	0.13%
5146002041	776	GLADYS AVE	1	4,107	\$1,391.90	0.07%
5146002042	774	GLADYS AVE	1	4,107	\$1,391.90	0.07%
5146002043	766	GLADYS AVE	1	8,298	\$2,812.27	0.14%
5146002044	760	GLADYS AVE	1	6,101	\$2,067.68	0.10%
5146002045	754	GLADYS AVE	1	6,616	\$2,242.22	0.11%
5146002046		*NO SITE ADDRESS*	1	4,255	\$1,442.06	0.07%
5146002047	744	GLADYS AVE	1	4,255	\$1,442.06	0.07%
5146002048		*NO SITE ADDRESS*	1	4,443	\$1,505.77	0.07%
5146002049	747	CERES AVE	1	9,226	\$3,126.77	0.15%
5146002050		*NO SITE ADDRESS*	1	4,400	\$1,491.20	0.07%
5146002051		*NO SITE ADDRESS*	1	4,440	\$1,504.76	0.07%
5146002052	767	CERES AVE	1	4,443	\$1,505.77	0.07%
5146002053	769	CERES AVE	1	4,443	\$1,505.77	0.07%
5146002054		*NO SITE ADDRESS*	1	4,443	\$1,505.77	0.07%
5146002055	777	CERES AVE	1	4,443	\$1,505.77	0.07%
5146002056	781	CERES AVE	1	8,799	\$2,982.06	0.15%
5146002057	787	CERES AVE	1	5,170	\$1,752.16	0.09%
5146003023	765	KOHLER ST	1	3,049	\$1,033.33	0.05%
5146003024	761	KOHLER ST	1	3,049	\$1,033.33	0.05%
5146003025	755	KOHLER ST	1	9,670	\$3,277.25	0.16%
5146003032		*NO SITE ADDRESS*	1	3,354	\$1,136.70	0.06%
5146003033		*NO SITE ADDRESS*	1	5,619	\$1,904.33	0.09%
5146003034		*NO SITE ADDRESS*	1	4,486	\$1,520.35	0.07%
5146003035		*NO SITE ADDRESS*	1	4,486	\$1,520.35	0.07%
5146003036		*NO SITE ADDRESS*	1	4,486	\$1,520.35	0.07%
5146003037		*NO SITE ADDRESS*	1	4,499	\$1,524.75	0.08%
5146003038	782	CERES AVE	1	4,486	\$1,520.35	0.07%
5146003039	786	CERES AVE	1	4,499	\$1,524.75	0.08%

5146003040	790	CERES AVE	1	5,073	\$1,719.29	0.08%
5146003045	783	KOHLER ST	1	4,499	\$1,524.75	0.08%
5146003046	781	KOHLER ST	1	2,705	\$916.75	0.05%
5146003047		*NO SITE ADDRESS*	1	7,570	\$2,565.54	0.13%
5146003048	773	KOHLER ST	1	4,325	\$1,465.78	0.07%
5146003049		*NO SITE ADDRESS*	1	4,016	\$1,361.06	0.07%
5146003050		*NO SITE ADDRESS*	1	3,550	\$1,203.13	0.06%
5146003051		*NO SITE ADDRESS*	1	178	\$60.33	0.00%
5146003052		*NO SITE ADDRESS*	1	178	\$60.33	0.00%
5146003053		*NO SITE ADDRESS*	1	566	\$191.82	0.01%
5146003054	0	E 8TH ST	1	12,680	\$4,297.37	0.21%
5146003055	1107	E 8TH ST	1	3,946	\$1,337.33	0.07%
5146003056	1105	E 8TH ST	1	3,798	\$1,287.18	0.06%
5146003057	1101	E 8TH ST	1	3,567	\$1,208.89	0.06%
5146004001	1112	E 7TH ST	1	5,619	\$1,904.33	0.09%
5146004002	1122	E 7TH ST	1	7,448	\$2,524.19	0.12%
5146004024	0	CERES AVE	1	4,312	\$1,461.38	0.07%
5146004025	736	CERES AVE	1	8,640	\$2,928.17	0.14%
5146004034	1104.5	E 7TH ST	1	9,082	\$3,077.97	0.15%
5146004035	1108	E 7TH ST	1	4,538	\$1,537.97	0.08%
5146004036	712	CERES AVE	1	5,296	\$1,794.86	0.09%
5146004037	714	CERES AVE	1	4,787	\$1,622.36	0.08%
5146004038	718	CERES AVE	1	4,730	\$1,603.04	0.08%
5146004039	722	CERES AVE	1	4,560	\$1,545.43	0.08%
5146004040	728	CERES AVE	1	4,560	\$1,545.43	0.08%
5146004041		*NO SITE ADDRESS*	1	4,560	\$1,545.43	0.08%
5146004042		*NO SITE ADDRESS*	1	235	\$79.64	0.00%
5146004043		*NO SITE ADDRESS*	1	235	\$79.64	0.00%
5146004044		*NO SITE ADDRESS*	1	4,560	\$1,545.43	0.08%
5146004047		*NO SITE ADDRESS*	1	2,134	\$723.23	0.04%
5146004048		*NO SITE ADDRESS*	1	4,325	\$1,465.78	0.07%
5146004049	737	KOHLER ST	1	8,651	\$2,931.90	0.14%
5146004050	749	KOHLER ST	1	7,030	\$2,382.53	0.12%
5146004051	747	KOHLER ST	1	3,245	\$1,099.76	0.05%
5146004052	741	KOHLER ST	1	3,245	\$1,099.76	0.05%
5146004053	739	KOHLER ST	1	3,785	\$1,282.77	0.06%
5146004054	729	KOHLER ST	1	21,636	\$7,332.64	0.36%
5146004055	746	CERES AVE	1	18,092	\$6,131.54	0.30%
5146005001	1220	E 7TH ST	NP	10,474	\$652.48	0.03%
5146005005		*NO SITE ADDRESS*	NP	3,674	\$228.87	0.01%
5146005006		*NO SITE ADDRESS*	1	4,094	\$1,387.49	0.07%
5146005007	730	KOHLER ST #ZZ	1	4,094	\$1,387.49	0.07%
5146005009	738	KOHLER ST #ZZ	1	4,094	\$1,387.49	0.07%
5146005010	744	KOHLER ST	1	8,145	\$2,760.41	0.14%
5146005012		*NO SITE ADDRESS*	NP	3,264	\$203.33	0.01%
5146005013	720	KOHLER ST	NP	12,247	\$762.93	0.04%
5146005014	724	KOHLER ST	1	4,094	\$1,387.49	0.07%
5146005015	741	MERCHANT ST	1	6,098	\$2,066.67	0.10%
5146005016		*NO SITE ADDRESS*	1	3,049	\$1,033.33	0.05%
5146005017		*NO SITE ADDRESS*	1	3,571	\$1,210.24	0.06%
5146005022	721	MERCHANT ST	1	12,763	\$4,325.50	0.21%
5146005024	711	MERCHANT ST	NP	7,666	\$477.56	0.02%
5146005025	729	MERCHANT ST	1	11,674	\$3,956.42	0.19%
5146005029	1200	E 7TH ST	NP	10,553	\$657.40	0.03%
5146006002	748	KOHLER ST	1	3,366	\$1,140.77	0.06%
5146006003	750	KOHLER ST	1	6,316	\$2,140.55	0.11%

5146006004	758	KOHLER ST	1	2,570	\$871.00	0.04%
5146006005	764	KOHLER ST	1	2,570	\$871.00	0.04%
5146006006	764	KOHLER ST	1	6,621	\$2,243.92	0.11%
5146006007	766	KOHLER ST	1	6,098	\$2,066.67	0.10%
5146006008	772	KOHLER ST	1	3,049	\$1,033.33	0.05%
5146006009	774	KOHLER ST	1	3,049	\$1,033.33	0.05%
5146006010	780	KOHLER ST	1	2,570	\$871.00	0.04%
5146006011	782	KOHLER ST	1	2,570	\$871.00	0.04%
5146006012	784	KOHLER ST	1	5,096	\$1,727.08	0.09%
5146006013		*NO SITE ADDRESS*	1	2,570	\$871.00	0.04%
5146006014	1201	E 8TH ST	1	8,799	\$2,982.06	0.15%
5146006015	1215	E 8TH ST	1	10,933	\$3,705.29	0.18%
5146006016	775	MERCHANT ST	1	13,242	\$4,487.83	0.22%
5146006017	769	MERCHANT ST	1	4,094	\$1,387.49	0.07%
5146006018		*NO SITE ADDRESS*	1	3,577	\$1,212.28	0.06%
5146006019	755	MERCHANT ST	1	4,704	\$1,594.23	0.08%
5146006023	751	MERCHANT ST	1	3,179	\$1,077.39	0.05%
5146006024	745	MERCHANT ST #ZZ	1	3,179	\$1,077.39	0.05%
5146006026		*NO SITE ADDRESS*	1	4,094	\$1,387.49	0.07%
5146006027	761	MERCHANT ST	1	8,145	\$2,760.41	0.14%
5146006028	778	KOHLER ST	1	4,094	\$1,387.49	0.07%
5146006029		*NO SITE ADDRESS*	1	3,049	\$1,033.33	0.05%
5146006030	755	MERCHANT ST	1	9,365	\$3,173.88	0.16%
5146007001	748	MERCHANT ST	1	3,920	\$1,328.52	0.07%
5146007002	748	MERCHANT ST	1	4,878	\$1,653.20	0.08%
5146007003	762	MERCHANT ST	1	4,617	\$1,564.74	0.08%
5146007004	785	S CENTRAL AVE	1	11,238	\$3,808.66	0.19%
5146007005	771	S CENTRAL AVE	1	14,505	\$4,915.88	0.24%
5146007006	767	S CENTRAL AVE	1	4,704	\$1,594.23	0.08%
5146007008	757	S CENTRAL AVE	1	8,712	\$2,952.58	0.15%
5146007009	755	S CENTRAL AVE	1	4,486	\$1,520.35	0.07%
5146007011	756	MERCHANT ST	1	4,486	\$1,520.35	0.07%
5146007012	766	MERCHANT ST	1	7,013	\$2,376.77	0.12%
5146007013	778	MERCHANT ST	1	4,768	\$1,615.92	0.08%
5146007014	774	MERCHANT ST #8	1	8,450	\$2,863.78	0.14%
5146007015		*NO SITE ADDRESS*	1	4,312	\$1,461.38	0.07%
5146007016		*NO SITE ADDRESS*	1	3,092	\$1,047.91	0.05%
5146007019	1225	E 8TH ST	1	7,405	\$2,509.62	0.12%
5146007020	1237	E 8TH ST	1	5,357	\$1,815.54	0.09%
5146007021		*NO SITE ADDRESS*	1	435	\$147.43	0.01%
5146007022	1249	E 8TH ST	1	15,768	\$5,343.92	0.26%
5146007024	794	MERCHANT ST	1	6,316	\$2,140.55	0.11%
5146007025	761	S CENTRAL AVE	1	9,278	\$3,144.40	0.15%
5146007026	747	S CENTRAL AVE	1	8,806	\$2,984.43	0.15%
5146008001	1226	E 7TH ST	NP	27,412	\$1,707.64	0.08%
5146008003	727	S CENTRAL AVE	1	9,844	\$3,336.22	0.16%
5146008005	736	MERCHANT ST	1	2,526	\$856.08	0.04%
5146008006	738	MERCHANT ST	1	4,181	\$1,416.98	0.07%
5146008007	735	S CENTRAL AVE	1	2,613	\$885.57	0.04%
5146008010	742	MERCHANT ST	1	4,225	\$1,431.89	0.07%
5146008011	746	MERCHANT ST	1	3,223	\$1,092.30	0.05%
5146008012	748	MERCHANT ST #ZZ	1	1,089	\$369.07	0.02%
5146008013	745	S CENTRAL AVE	1	4,312	\$1,461.38	0.07%
5146008014	737	S CENTRAL AVE	1	8,494	\$2,878.69	0.14%
5146008015	715	S CENTRAL AVE	1	17,119	\$5,801.78	0.29%
5146008016	710	MERCHANT ST	1	16,509	\$5,595.05	0.28%

5146008017	733	S CENTRAL AVE	1	13,111	\$4,443.44	0.22%
5146009001	1625	E 8TH ST	2	356,320	\$39,329.29	1.94%
5146009003	1312	E 7TH ST	2	457,815	\$50,531.93	2.49%
5146009004	1396	E 7TH ST	2	785,822	\$86,736.13	4.27%
5146009005		*NO SITE ADDRESS*	2	91,911	\$10,144.80	0.50%
5146009006	0	E 8TH ST	2	774,932	\$85,534.13	4.21%
5146010012	1753	E OLYMPIC BLVD	2	135,903	\$15,000.47	0.74%
5146010014	1777	E OLYMPIC BLVD	2	12,695	\$1,401.23	0.07%
5146010015	1731	E OLYMPIC BLVD	2	24,527	\$2,707.20	0.13%
5146026011	752	S SAN PEDRO ST	1	6,098	\$2,066.67	0.10%
5146026013	760	S SAN PEDRO ST	1	8,232	\$2,789.90	0.14%
5146026019	784	S SAN PEDRO ST	1	17,816	\$6,038.00	0.30%
5146026030	715	E 8TH ST	1	35,544	\$12,046.18	0.59%
5146026031	768	S SAN PEDRO ST	1	17,336	\$5,875.33	0.29%
5146026032	757	CROCKER ST	1	20,826	\$7,058.12	0.35%
5146026033	758	S SAN PEDRO ST	1	5,749	\$1,948.39	0.10%
5146027017	750	CROCKER ST	1	5,488	\$1,859.93	0.09%
5146027018	760	CROCKER ST	1	11,020	\$3,734.78	0.18%
5146027019	766	CROCKER ST	1	3,293	\$1,116.03	0.05%
5146027023	784	CROCKER ST	1	16,073	\$5,447.28	0.27%
5146027024	772	CROCKER ST	1	16,944	\$5,742.47	0.28%
5146027025	773	TOWNE AVE	1	5,837	\$1,978.21	0.10%
5146027026	777	TOWNE AVE	1	5,488	\$1,859.93	0.09%
5146027027	747	E 8TH ST	1	21,670	\$7,344.16	0.36%
5146027028	751	TOWNE AVE	1	5,240	\$1,775.88	0.09%
5146027029	757	TOWNE AVE	1	11,400	\$3,863.56	0.19%
5146028018	750	TOWNE AVE	1	6,621	\$2,243.92	0.11%
5146028019	760	TOWNE AVE	1	5,837	\$1,978.21	0.10%
5146028020	764	TOWNE AVE	1	3,833	\$1,299.04	0.06%
5146028021	766	TOWNE AVE	1	3,092	\$1,047.91	0.05%
5146028022	768	TOWNE AVE	1	6,359	\$2,155.12	0.11%
5146028029	774	TOWNE AVE	1	6,621	\$2,243.92	0.11%
5146028036	777	STANFORD AVE	1	8,232	\$2,789.90	0.14%
5146028037	785	STANFORD AVE	1	9,147	\$3,100.00	0.15%
5146028038	791	STANFORD AVE	1	8,363	\$2,834.30	0.14%
5146028039	777	STANFORD AVE #ZZ	1	11,674	\$3,956.42	0.19%
5146028040	801	E 8TH ST	1	10,689	\$3,622.60	0.18%
5146028041	753	STANFORD AVE	1	13,198	\$4,472.92	0.22%
5146028042	765	STANFORD AVE	1	5,940	\$2,013.12	0.10%
5146028043	780	TOWNE AVE	1	12,096	\$4,099.44	0.20%
5146029017	901	E 8TH ST	1	11,151	\$3,779.17	0.19%
5146029028	752	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5146029029	756	STANFORD AVE	1	4,181	\$1,416.98	0.07%
5146029030	760	STANFORD AVE	1	4,181	\$1,416.98	0.07%
5146029032	914	AGATHA ST	1	2,090	\$708.32	0.03%
5146029033	920	AGATHA ST	1	5,140	\$1,741.99	0.09%
5146029036	920	AGATHA ST	1	2,744	\$929.97	0.05%
5146029038	920	AGATHA ST	1	5,250	\$1,779.27	0.09%
5146029039	905	E 8TH ST	NP	40,859	\$2,545.32	0.13%
5146029042	768	STANFORD AVE	1	6,229	\$2,111.06	0.10%
5146029043	769	GLADYS AVE	1	15,115	\$5,122.61	0.25%
5146029046		*NO SITE ADDRESS*	1	3,484	\$1,180.76	0.06%
5146029047		*NO SITE ADDRESS*	1	4,356	\$1,476.29	0.07%
5146029048	772	STANFORD AVE	1	7,030	\$2,382.53	0.12%
5146029049	764	STANFORD AVE	1	5,401	\$1,830.45	0.09%
5146029051	787	GLADYS AVE	1	6,500	\$2,202.91	0.11%

5146030046	748	STANFORD AVE	1	6,926	\$2,347.28	0.12%
5146030047	713	GLADYS AVE #B	1	5,018	\$1,700.65	0.08%
5146030048		*NO SITE ADDRESS*	1	1,611	\$545.98	0.03%
5146030049	723	GLADYS AVE	1	2,221	\$752.72	0.04%
5146030050	727	GLADYS AVE	1	2,395	\$811.69	0.04%
5146030051	729	GLADYS AVE	1	2,570	\$871.00	0.04%
5146030054	915	AGATHA ST	1	3,789	\$1,284.13	0.06%
5146030056	722	STANFORD AVE	1	34,325	\$11,633.05	0.57%
5146030058	733	GLADYS AVE	1	5,924	\$2,007.70	0.10%
5146030059	908	E 7TH ST	1	15,489	\$5,249.36	0.26%
5146031023	800	E 7TH ST	1	7,840	\$2,657.05	0.13%
5146031024	808	E 7TH ST	1	3,789	\$1,284.13	0.06%
5146031025	810	E 7TH ST	1	2,918	\$988.94	0.05%
5146031027	714	TOWNE AVE	1	5,488	\$1,859.93	0.09%
5146031028	722	TOWNE AVE	1	7,710	\$2,612.99	0.13%
5146031029		*NO SITE ADDRESS*	1	3,746	\$1,269.55	0.06%
5146031030	730	TOWNE AVE	1	3,963	\$1,343.10	0.07%
5146031031	734	TOWNE AVE	1	6,621	\$2,243.92	0.11%
5146031034	746	TOWNE AVE	1	6,621	\$2,243.92	0.11%
5146031035	745	STANFORD AVE	1	3,092	\$1,047.91	0.05%
5146031036	741	STANFORD AVE	1	3,179	\$1,077.39	0.05%
5146031039	731	STANFORD AVE	1	6,359	\$2,155.12	0.11%
5146031042	723	STANFORD AVE	1	3,179	\$1,077.39	0.05%
5146031043	721	STANFORD AVE	1	3,179	\$1,077.39	0.05%
5146031044	717	STANFORD AVE	1	9,452	\$3,203.37	0.16%
5146031045	725	STANFORD AVE	1	6,359	\$2,155.12	0.11%
5146031046	737	STANFORD AVE	1	6,359	\$2,155.12	0.11%
5146031047	740	TOWNE AVE	1	7,143	\$2,420.83	0.12%
5146031048	826	E 7TH ST	1	11,107	\$3,764.26	0.19%
5146032026	714	E 7TH ST	1	3,920	\$1,328.52	0.07%
5146032027	720	E 7TH ST	1	5,837	\$1,978.21	0.10%
5146032033	728	CROCKER ST	1	5,488	\$1,859.93	0.09%
5146032036	736	CROCKER ST	1	2,744	\$929.97	0.05%
5146032037	740	CROCKER ST	1	5,270	\$1,786.05	0.09%
5146032038	746	CROCKER ST	1	5,488	\$1,859.93	0.09%
5146032043		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5146032047	743	TOWNE AVE	1	13,764	\$4,664.74	0.23%
5146032048	710	E 7TH ST	1	6,187	\$2,096.83	0.10%
5146032049	747	TOWNE AVE	1	10,454	\$3,542.95	0.17%
5146032050	734	CROCKER ST	1	5,706	\$1,933.81	0.10%
5146032052	700	E 7TH ST	1	10,018	\$3,395.19	0.17%
5146032053		*NO SITE ADDRESS*	1	2,121	\$718.83	0.04%
5146032054	712	CROCKER ST	1	5,227	\$1,771.48	0.09%
5146032055	718	CROCKER ST	1	3,524	\$1,194.32	0.06%
5146032056	720	CROCKER ST	1	2,935	\$994.70	0.05%
5146032057	724	CROCKER ST	1	2,935	\$994.70	0.05%
5146032058		*NO SITE ADDRESS*	1	2,879	\$975.72	0.05%
5146032059		*NO SITE ADDRESS*	1	2,935	\$994.70	0.05%
5146032060	719	TOWNE AVE	1	5,871	\$1,989.73	0.10%
5146032061	723	TOWNE AVE	1	2,935	\$994.70	0.05%
5146033035	700	S SAN PEDRO ST	1	11,194	\$3,793.75	0.19%
5146033038	614	E 7TH ST	1	2,912	\$986.90	0.05%
5146033042	722	S SAN PEDRO ST	1	38,419	\$13,020.55	0.64%
5146033043	715	CROCKER ST	1	3,397	\$1,151.27	0.06%
5146033044		*NO SITE ADDRESS*	1	4,878	\$1,653.20	0.08%
5146033045	721	CROCKER ST	1	3,920	\$1,328.52	0.07%

514603046	723	CROCKER ST	1	3,659	\$1,240.07	0.06%	5147005041	420	S. San Pedro, 101	1	467.67	\$158.50	0.01%
514603047	727	CROCKER ST	1	3,659	\$1,240.07	0.06%	5147005042	420	S. San Pedro, 102	1	467.67	\$158.50	0.01%
514603048	733	CROCKER ST	1	6,098	\$2,066.67	0.10%	5147005043	420	S. San Pedro, 103	1	467.67	\$158.50	0.01%
514603049	747	CROCKER ST	1	20,211	\$6,849.69	0.34%	5147005044	420	S. San Pedro, 104	1	467.67	\$158.50	0.01%
514603055	620	E 7TH ST	1	8,742	\$2,952.58	0.15%	5147005045	420	S. San Pedro, 105	1	467.67	\$158.50	0.01%
514603056			1	7,334	\$2,485.56	0.12%	5147005046	420	S. San Pedro, 106	1	467.67	\$158.50	0.01%
514603057	612	E 7th ST	1	5,836	\$1,977.87	0.10%	5147005047	420	S. San Pedro, 201	1	467.67	\$158.50	0.01%
5147001007	707	E 4TH ST	2	58,591	\$6,467.06	0.32%	5147005048	420	S. San Pedro, 202	1	467.67	\$158.50	0.01%
5147001012	600	E 3RD ST	NP	40,462	\$2,520.59	0.12%	5147005049	420	S. San Pedro, 203	1	467.67	\$158.50	0.01%
5147001013	300	S CENTRAL AVE	2	156,933	\$17,321.68	0.85%	5147005050	420	S. San Pedro, 204	1	467.67	\$158.50	0.01%
5147001014		4th St	2	28,821	\$3,181.16	0.16%	5147005051	420	S. San Pedro, 205	1	467.67	\$158.50	0.01%
5147002001	341	S CENTRAL AVE	1	5,271	\$1,786.39	0.09%	5147005052	420	S. San Pedro, 206	1	467.67	\$158.50	0.01%
5147002002	369	S CENTRAL AVE	1	2,500	\$847.27	0.04%	5147005053	420	S. San Pedro, 207	1	467.67	\$158.50	0.01%
5147002003	365	S CENTRAL AVE	1	5,000	\$1,694.55	0.08%	5147005054	420	S. San Pedro, 208	1	467.67	\$158.50	0.01%
5147002004	349	S CENTRAL AVE	1	11,525	\$3,905.93	0.19%	5147005055	420	S. San Pedro, 209	1	467.67	\$158.50	0.01%
5147002005	347	S CENTRAL AVE	1	7,494	\$2,539.78	0.13%	5147005056	420	S. San Pedro, 210	1	467.67	\$158.50	0.01%
5147002006	371	S CENTRAL AVE	1	2,612	\$885.23	0.04%	5147005057	420	S. San Pedro, 211	1	467.67	\$158.50	0.01%
5147002007	333	S CENTRAL AVE	1	4,410	\$1,494.59	0.07%	5147005058	420	S. San Pedro, 212	1	467.67	\$158.50	0.01%
5147002010	607	E 4TH ST	1	2,694	\$913.02	0.04%	5147005059	420	S. San Pedro, 213	1	467.67	\$158.50	0.01%
5147002011	609	E 4TH ST	1	2,535	\$859.13	0.04%	5147005060	420	S. San Pedro, 214	1	467.67	\$158.50	0.01%
5147002012	605	E 4TH ST	1	5,507	\$1,866.37	0.09%	5147005061	420	S. San Pedro, 215	1	467.67	\$158.50	0.01%
5147003005	507	E 4TH ST	1	2,702	\$915.73	0.05%	5147005062	420	S. San Pedro, 216	1	467.67	\$158.50	0.01%
5147003014	320	CROCKER ST	1	4,067	\$1,378.34	0.07%	5147005063	420	S. San Pedro, 217	1	467.67	\$158.50	0.01%
5147003015	312	CROCKER ST	1	5,497	\$1,862.98	0.09%	5147005064	420	S. San Pedro, 218	1	467.67	\$158.50	0.01%
5147003016	308	CROCKER ST	1	5,497	\$1,862.98	0.09%	5147005065	420	S. San Pedro, 219	1	467.67	\$158.50	0.01%
5147003017	500	E 3RD ST	1	3,598	\$1,219.39	0.06%	5147005066	420	S. San Pedro, 220	1	467.67	\$158.50	0.01%
5147003018		*NO SITE ADDRESS*	1	3,180	\$1,077.73	0.05%	5147005067	420	S. San Pedro, 222	1	467.67	\$158.50	0.01%
5147003019		S CENTRAL AVE	1	2,746	\$930.64	0.05%	5147005068	420	S. San Pedro, 224	1	467.67	\$158.50	0.01%
5147003022	315	TOWNE AVE	1	11,032	\$3,798.84	0.18%	5147005069	420	S. San Pedro, 225	1	467.67	\$158.50	0.01%
5147003023	327	TOWNE AVE	1	4,106	\$1,391.56	0.07%	5147005070	420	S. San Pedro, 226	1	467.67	\$158.50	0.01%
5147003031	521	E 4TH ST	1	2,750	\$932.00	0.05%	5147005071	420	S. San Pedro, 227	1	467.67	\$158.50	0.01%
5147003032	501	E 4TH ST	1	5,405	\$1,831.80	0.09%	5147005072	420	S. San Pedro, 228	1	467.67	\$158.50	0.01%
5147003034	515	E 4TH ST	1	5,243	\$1,776.90	0.09%	5147005073	420	S. San Pedro, 229	1	467.67	\$158.50	0.01%
5147003035	511	E 4TH ST	1	2,621	\$888.28	0.04%	5147005074	420	S. San Pedro, 230	1	467.67	\$158.50	0.01%
5147003036	509	E 4TH ST	1	2,621	\$888.28	0.04%	5147005075	420	S. San Pedro, 231	1	467.67	\$158.50	0.01%
5147003038	512	E 3RD ST	1	7,253	\$2,458.11	0.12%	5147005076	420	S. San Pedro, 301	1	467.67	\$158.50	0.01%
5147003039		*NO SITE ADDRESS*	1	55,272	\$18,732.18	0.92%	5147005077	420	S. San Pedro, 302	1	467.67	\$158.50	0.01%
5147004001	463	E 4TH ST	1	10,568	\$3,581.59	0.18%	5147005078	420	S. San Pedro, 303	1	467.67	\$158.50	0.01%
5147004002	459	E 4TH ST	1	5,506	\$1,866.03	0.09%	5147005079	420	S. San Pedro, 304	1	467.67	\$158.50	0.01%
5147004003	451	E 4TH ST	1	5,506	\$1,866.03	0.09%	5147005080	420	S. San Pedro, 305	1	467.67	\$158.50	0.01%
5147004004	332	OMAR ST	1	2,750	\$932.00	0.05%	5147005081	420	S. San Pedro, 306	1	467.67	\$158.50	0.01%
5147004005	332	OMAR ST	1	2,750	\$932.00	0.05%	5147005082	420	S. San Pedro, 307	1	467.67	\$158.50	0.01%
5147004006	332	OMAR ST	1	2,750	\$932.00	0.05%	5147005083	420	S. San Pedro, 308	1	467.67	\$158.50	0.01%
5147004007	332	OMAR ST	1	2,750	\$932.00	0.05%	5147005084	420	S. San Pedro, 309	1	467.67	\$158.50	0.01%
5147004008	326	OMAR ST	1	2,750	\$932.00	0.05%	5147005085	420	S. San Pedro, 310	1	467.67	\$158.50	0.01%
5147004009	326	OMAR ST	1	8,252	\$2,796.68	0.14%	5147005086	420	S. San Pedro, 311	1	467.67	\$158.50	0.01%
5147004010	312	OMAR ST	1	8,252	\$2,796.68	0.14%	5147005087	420	S. San Pedro, 312	1	467.67	\$158.50	0.01%
5147004013	452	E 3RD ST	1	6,696	\$2,269.33	0.11%	5147005088	420	S. San Pedro, 313	1	467.67	\$158.50	0.01%
5147004016	464	E 3RD ST	1	2,887	\$978.43	0.05%	5147005089	420	S. San Pedro, 314	1	467.67	\$158.50	0.01%
5147004017	470	E 3RD ST	1	6,270	\$2,124.96	0.10%	5147005090	420	S. San Pedro, 315	1	467.67	\$158.50	0.01%
5147004018	317	CROCKER ST	1	35,762	\$12,120.06	0.60%	5147005091	420	S. San Pedro, 316	1	467.67	\$158.50	0.01%
5147004019		*NO SITE ADDRESS*	1	5,500	\$1,864.00	0.09%	5147005092	420	S. San Pedro, 317	1	467.67	\$158.50	0.01%
5147004020	456	E 3RD ST	1	5,283	\$1,790.46	0.09%	5147005093	420	S. San Pedro, 318	1	467.67	\$158.50	0.01%
5147005039		*NO SITE ADDRESS*	1	467.67	\$158.50	0.01%	5147005094	420	S. San Pedro, 319	1	467.67	\$158.50	0.01%
5147005040		*NO SITE ADDRESS*	1	467.67	\$158.50	0.01%	5147005095	420	S. San Pedro, 320	1	467.67	\$158.50	0.01%

5147006010	442	E 3RD ST	NP	24,887	\$1,550.34	0.08%
5147006011	420	E 3RD ST	1	50,539	\$1,128.12	0.84%
5147007001		*NO SITE ADDRESS*	1	2,570	\$871.00	0.04%
5147007005		*NO SITE ADDRESS*	NP	1,267	\$78.93	0.00%
5147007007		*NO SITE ADDRESS*	NP	6,969	\$434.14	0.02%
5147007016	400	S SAN PEDRO ST	1	3,394	\$1,150.26	0.06%
5147007017	400	S SAN PEDRO ST	1	3,846	\$1,303.44	0.06%
5147007018	400	S SAN PEDRO ST	1	3,436	\$1,164.49	0.06%
5147007019	400	S SAN PEDRO ST	1	4,168	\$1,412.57	0.07%
5147007020	434	S. San Pedro St.	NP	17,859	\$1,112.53	0.05%
5147008012	468	E 4TH ST	1	5,488	\$1,859.93	0.09%
5147008013	464	E 4TH ST	1	2,787	\$944.54	0.05%
5147008014	462	E 4TH ST	1	2,787	\$944.54	0.05%
5147008015	460	E 4TH ST	1	5,488	\$1,859.93	0.09%
5147008018		*NO SITE ADDRESS*	1	1,176	\$398.56	0.02%
5147008024	431	CROCKER ST	1	22,215	\$7,528.86	0.37%
5147008026	437	CROCKER ST	1	5,488	\$1,859.93	0.09%
5147008031	531	E 5TH ST	1	3,541	\$1,200.08	0.06%
5147008032	541	CROCKER ST	1	6,721	\$2,277.81	0.11%
5147008033	443	CROCKER ST	1	3,920	\$1,328.52	0.07%
5147008034	521	E 5TH ST	1	18,730	\$6,347.77	0.31%
5147008035		*NO SITE ADDRESS*	1	5,490	\$1,860.61	0.09%
5147009001	445	TOWNE AVE	NP	5,519	\$343.81	0.02%
5147009003	617	E 5TH ST	NP	5,510	\$343.25	0.02%
5147009004	609	E 5TH ST	NP	5,510	\$343.25	0.02%
5147009005	601	W 5TH ST	1	5,488	\$1,859.93	0.09%
5147009006	442	CROCKER ST	1	3,310	\$1,121.79	0.06%
5147009007	436	CROCKER ST	1	5,488	\$1,859.93	0.09%
5147009009	434	CROCKER ST	1	4,181	\$1,416.98	0.07%
5147009010		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147009011		*NO SITE ADDRESS*	1	1,306	\$442.62	0.02%
5147009016	500	E 4TH ST	1	8,189	\$2,775.33	0.14%
5147009017	508	E 4TH ST	NP	5,488	\$341.88	0.02%
5147009018	516	E 4TH ST	1	2,700	\$915.05	0.05%
5147009019	405	TOWNE AVE	1	5,488	\$1,859.93	0.09%
5147009027	414	CROCKER ST	1	35,749	\$12,115.66	0.60%
5147009028	441	TOWNE AVE	1	19,745	\$6,691.76	0.33%
5147010001	721	E 5TH ST	1	5,494	\$1,861.97	0.09%
5147010002	713	E 5TH ST	NP	5,488	\$341.88	0.02%
5147010003	711	E 5TH ST	1	2,787	\$944.54	0.05%
5147010005	440	TOWNE AVE	1	8,799	\$2,982.06	0.15%
5147010006	436	TOWNE AVE	1	2,744	\$929.97	0.05%
5147010007		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147010008		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147010009	426	TOWNE AVE	1	2,744	\$929.97	0.05%
5147010010		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147010015	600	E 4TH ST	1	5,488	\$1,859.93	0.09%
5147010016	606	E 4TH ST	1	8,250	\$2,796.00	0.14%
5147010017	612	E 4TH ST	1	2,787	\$944.54	0.05%
5147010018	618	E 4TH ST	1	5,488	\$1,859.93	0.09%
5147010019	411	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5147010023		*NO SITE ADDRESS*	1	5,488	\$1,859.93	0.09%
5147010024	435	STANFORD AVE	1	2,744	\$929.97	0.05%
5147010027	441	STANFORD AVE	1	8,799	\$2,982.06	0.15%
5147010028	423	STANFORD AVE	1	13,764	\$4,664.74	0.23%
5147010029	410	TOWNE AVE	1	13,764	\$4,664.74	0.23%

5147010030	446	TOWNE AVE	1	7,890	\$2,673.99	0.13%
5147010102	434	STANFORD AVE	1	11,020	\$3,734.78	0.18%
5147010105	427	S CENTRAL AVE	1	5,183	\$1,756.57	0.09%
5147010106	431	S CENTRAL AVE	1	2,090	\$708.32	0.03%
5147010107	433	S CENTRAL AVE	1	3,920	\$1,328.52	0.07%
5147010108	441	GLADYS AVE	1	11,020	\$3,734.78	0.18%
51470101024	801	E 5TH ST	1	22,045	\$7,471.25	0.37%
51470101025	441	S CENTRAL AVE	1	11,229	\$3,805.61	0.19%
5147012015	431	S CENTRAL AVE	1	2,482	\$841.17	0.04%
5147012019	408	STANFORD AVE	1	35,850	\$12,149.89	0.60%
5147013014		*NO SITE ADDRESS*	2	93,654	\$10,337.18	0.51%
5147013016		*NO SITE ADDRESS*	2	261,795	\$28,895.96	1.42%
5147014001	590	S CENTRAL AVE	2	28,749	\$3,173.21	0.16%
5147014005	500	S CENTRAL AVE	2	288,367	\$31,828.88	1.57%
5147015016	539	S CENTRAL AVE	1	5,009	\$1,697.60	0.08%
5147015017		*NO SITE ADDRESS*	1	2,482	\$841.17	0.04%
5147015018		*NO SITE ADDRESS*	1	2,482	\$841.17	0.04%
5147015019		*NO SITE ADDRESS*	1	2,482	\$841.17	0.04%
5147015020	511	S CENTRAL AVE	1	6,533	\$2,214.09	0.11%
5147015023		*NO SITE ADDRESS*	1	82	\$27.79	0.00%
5147015024		*NO SITE ADDRESS*	1	1,127	\$381.95	0.02%
5147015025		*NO SITE ADDRESS*	1	1,524	\$516.50	0.03%
5147015026	528	CERES AVE	1	1,829	\$619.86	0.03%
5147015038	911	E 6TH ST	1	2,482	\$841.17	0.04%
5147015039	909	E 6TH ST	1	2,482	\$841.17	0.04%
5147015040	901	E 6TH ST	NP	7,463	\$464.91	0.02%
5147015042	532	CERES AVE	1	32,866	\$11,138.58	0.55%
5147016001	849	E 6TH ST	NP	4,354	\$271.23	0.01%
5147016004	831	E 6TH ST	NP	2,960	\$184.39	0.01%
5147016005	829	E 6TH ST	NP	2,531	\$157.67	0.01%
5147016006	560	GLADYS AVE	1	3,833	\$1,299.04	0.06%
5147016007	0	CERES AVE	1	2,744	\$929.97	0.05%
5147016008		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147016013	540	GLADYS AVE	1	4,399	\$1,490.86	0.07%
5147016016	537	CERES AVE	1	5,488	\$1,859.93	0.09%
5147016017	541	CERES AVE	1	5,488	\$1,859.93	0.09%
5147016019	553	CERES AVE	1	3,833	\$1,299.04	0.06%
5147016020	551	CERES AVE	NP	4,133	\$257.47	0.01%
5147016021	549	CERES AVE	NP	4,132	\$257.40	0.01%
5147016023	544	GLADYS AVE	1	12,109	\$4,103.85	0.20%
5147016024	833	E 6TH ST	NP	11,700	\$728.85	0.04%
5147016025		*NO SITE ADDRESS*	1	5,501	\$1,864.34	0.09%
5147017014		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147017022	525	CERES AVE	1	24,746	\$8,386.64	0.41%
5147017023	530	GLADYS AVE	1	16,500	\$5,592.00	0.28%
5147017027		*NO SITE ADDRESS*	1	9,625	\$3,262.00	0.16%
5147017028	838	E 5TH ST	1	26,500	\$8,981.09	0.44%
5147018001	534	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147018002	530	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147018011	812	E 5TH ST	1	2,787	\$944.54	0.05%
5147018016	523	GLADYS AVE	1	5,488	\$1,859.93	0.09%
5147018024	526	STANFORD AVE	1	22,520	\$7,632.23	0.38%
5147018031	506	STANFORD AVE	1	10,720	\$3,633.10	0.18%
5147018032		*NO SITE ADDRESS*	1	5,331	\$1,806.72	0.09%
5147018033		*NO SITE ADDRESS*	1	2,648	\$897.43	0.04%
5147018034	516	STANFORD AVE	1	21,700	\$7,354.33	0.36%

5147019001	558	STANFORD AVE	NP	3,310	\$206.20	0.01%
5147019002	556	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147019003		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5147019004	550	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147019005	544	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147019006	544	STANFORD AVE	1	3,310	\$1,121.79	0.06%
5147019007		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5147019008	821	E 6TH ST	NP	2,787	\$173.62	0.01%
5147019009	819	E 6TH ST	NP	2,787	\$173.62	0.01%
5147019010	815	E 6TH ST	NP	5,488	\$341.88	0.02%
5147019011		*NO SITE ADDRESS*	NP	2,787	\$173.62	0.01%
5147019015	560	STANFORD AVE	NP	3,833	\$238.78	0.01%
5147019018	541	GLADYS AVE	1	5,488	\$1,859.93	0.09%
5147019019		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147019020		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147019021		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147019022	555	GLADYS AVE	1	5,488	\$1,859.93	0.09%
5147019023	561	GLADYS AVE	NP	3,833	\$238.78	0.01%
5147019024	801	E 6TH ST	1	7,971	\$2,701.44	0.13%
5147019025	537	GLADYS AVE	1	5,501	\$1,864.34	0.09%
5147020001		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5147020002		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5147020003		*NO SITE ADDRESS*	1	3,310	\$1,121.79	0.06%
5147020004		*NO SITE ADDRESS*	1	1,611	\$545.98	0.03%
5147020005	721	E 6TH ST	NP	4,961	\$309.05	0.02%
5147020006	701	E 6TH ST	1	5,488	\$1,859.93	0.09%
5147020007	558	TOWNE AVE	1	3,833	\$1,299.04	0.06%
5147020008	556	TOWNE AVE	1	3,833	\$1,299.04	0.06%
5147020009	550	TOWNE AVE	1	6,359	\$2,155.12	0.11%
5147020010		*NO SITE ADDRESS*	1	3,179	\$1,077.39	0.05%
5147020011		*NO SITE ADDRESS*	1	3,179	\$1,077.39	0.05%
5147020012		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147020013	536	TOWNE AVE	1	3,833	\$1,299.04	0.06%
5147020014		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147020017	545	STANFORD AVE	1	2,744	\$929.97	0.05%
5147020018		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147020019		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147020025	541	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5147020026	559	STANFORD AVE	1	9,365	\$3,173.88	0.16%
5147020027	553	STANFORD AVE	1	2,744	\$929.97	0.05%
5147021001	534	TOWNE AVE	1	4,399	\$1,490.86	0.07%
5147021002	532	TOWNE AVE	1	3,833	\$1,299.04	0.06%
5147021007	700	E 5TH ST	1	5,500	\$1,864.00	0.09%
5147021022	535	STANFORD AVE	1	2,744	\$929.97	0.05%
5147021025	515	STANFORD AVE	1	8,799	\$2,982.06	0.15%
5147021028	510	TOWNE AVE	1	5,488	\$1,859.93	0.09%
5147021029	520	TOWNE AVE	1	15,320	\$5,192.09	0.26%
5147021030	529	STANFORD AVE	1	10,998	\$3,727.32	0.18%
5147021031	704	E 5TH ST	1	8,248	\$2,795.32	0.14%
5147021033		*NO SITE ADDRESS*	1	7,697	\$2,608.58	0.13%
5147021034	523	STANFORD AVE	1	4,856	\$1,645.74	0.08%
5147022003	528	CROCKER ST	1	3,528	\$1,195.67	0.06%
5147022004	526	CROCKER ST	1	4,965	\$1,682.68	0.08%
5147022016		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147022017		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147022018	519	TOWNE AVE	1	2,744	\$929.97	0.05%

5147022021	531	TOWNE AVE	1	5,488	\$1,859.93	0.09%
5147022025	532	CROCKER ST	1	5,488	\$1,859.93	0.09%
5147022030	531	TOWNE AVE	1	10,998	\$3,727.32	0.18%
5147022031	507	TOWNE AVE	1	43,072	\$14,597.49	0.72%
5147023003	613	E 6TH ST	1	3,179	\$1,077.39	0.05%
5147023004		*NO SITE ADDRESS*	1	3,179	\$1,077.39	0.05%
5147023008	564	CROCKER ST	1	3,850	\$1,304.80	0.06%
5147023009	558	CROCKER ST	1	2,744	\$929.97	0.05%
5147023010	550	CROCKER ST	1	9,670	\$3,277.25	0.16%
5147023011		*NO SITE ADDRESS*	1	4,181	\$1,416.98	0.07%
5147023015	535	TOWNE AVE	1	2,744	\$929.97	0.05%
5147023019	540	CROCKER ST	1	19,253	\$6,525.02	0.32%
5147023020	545	TOWNE AVE	1	3,092	\$1,047.91	0.05%
5147023021	547	TOWNE AVE	1	9,016	\$3,055.60	0.15%
5147023022	619	E 6TH ST	1	6,185	\$2,096.15	0.10%
5147023023	607	E 6TH ST	1	2,993	\$1,014.35	0.05%
5147023026		*NO SITE ADDRESS*	1	5,680	\$1,925.00	0.09%
5147024001	525	E 6TH ST	1	6,011	\$2,037.18	0.10%
5147024002		*NO SITE ADDRESS*	NP	2,787	\$173.62	0.01%
5147024003		*NO SITE ADDRESS*	NP	2,756	\$171.69	0.01%
5147024004		*NO SITE ADDRESS*	NP	1,436	\$89.46	0.00%
5147024016		*NO SITE ADDRESS*	NP	4,530	\$1,535.26	0.08%
5147024022	552	S SAN PEDRO ST	NP	15,971	\$994.92	0.05%
5147024023	511	E 6TH ST	NP	14,984	\$933.43	0.05%
5147024024		*NO SITE ADDRESS*	NP	4,308	\$268.37	0.01%
5147024025	538	S SAN PEDRO ST	1	9,016	\$3,055.60	0.15%
5147024026	544	S SAN PEDRO ST	NP	36,040	\$2,245.12	0.11%
5147025003		*NO SITE ADDRESS*	NP	2,265	\$141.10	0.01%
5147025007	514	S SAN PEDRO ST	NP	21,344	\$1,329.63	0.07%
5147025012	510	E 5TH ST	1	6,838	\$2,317.46	0.11%
5147025013	520	E 5TH ST	1	5,488	\$1,859.93	0.09%
5147025014	522.5	E 5TH ST	NP	4,837	\$301.32	0.01%
5147025017	515	CROCKER ST	1	12,283	\$4,162.82	0.21%
5147025020	526	E 5TH ST	NP	10,286	\$640.77	0.03%
5147025021	541	CROCKER ST	1	12,893	\$4,369.55	0.22%
5147025022	500	S SAN PEDRO ST	1	5,758	\$1,951.44	0.10%
5147025023	500	S SAN PEDRO ST	1	3,358	\$1,138.06	0.06%
5147026001	611	E 7TH ST	1	33,105	\$11,219.58	0.55%
5147026002	621	E 7TH ST	1	5,314	\$1,800.96	0.09%
5147026004	649	CROCKER ST	1	6,229	\$2,111.06	0.10%
5147026005	647	CROCKER ST	1	3,005	\$1,018.42	0.05%
5147026006		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147026007	643	CROCKER ST	1	2,874	\$974.02	0.05%
5147026008		*NO SITE ADDRESS*	1	2,874	\$974.02	0.05%
5147026009		*NO SITE ADDRESS*	1	4,356	\$1,476.29	0.07%
5147026010		*NO SITE ADDRESS*	1	4,356	\$1,476.29	0.07%
5147026011		*NO SITE ADDRESS*	1	2,874	\$974.02	0.05%
5147026012	623	CROCKER ST	1	2,874	\$974.02	0.05%
5147026013	621	CROCKER ST	1	5,749	\$1,948.39	0.10%
5147026017		*NO SITE ADDRESS*	1	2,787	\$944.54	0.05%
5147026026	640	S SAN PEDRO ST	1	7,666	\$2,598.08	0.13%
5147026029	634	S SAN PEDRO ST	1	18,251	\$6,185.43	0.30%
5147026030	526	E 6TH ST	NP	5,500	\$342.62	0.02%
5147026031	655	CROCKER ST	1	7,361	\$2,494.71	0.12%
5147026032	646	S SAN PEDRO ST	1	6,107	\$2,069.72	0.10%
5147027001	701	E 7TH ST	1	34,107	\$11,559.17	0.57%

5147027004	647	TOWNE AVE	1	4,125	\$1,398.00	0.07%
5147027019	606	E 6TH ST	1	2,787	\$944.54	0.05%
5147027020	606	E 6TH ST	1	2,787	\$944.54	0.05%
5147027031	642	CROCKER ST	NP	5,488	\$341.88	0.02%
5147027037	606	E 6TH ST	1	8,189	\$2,775.33	0.14%
5147027038	612	CROCKER ST	1	11,020	\$3,734.78	0.18%
5147027039	650	CROCKER ST	1	6,359	\$2,155.12	0.11%
5147027040	634	CROCKER ST	1	8,232	\$2,789.90	0.14%
5147027041	638	CROCKER ST	1	5,488	\$1,859.93	0.09%
5147027043	626	E 6TH ST	1	7,888	\$2,673.31	0.13%
5147027044	634	CROCKER ST	1	12,375	\$4,194.00	0.21%
5147027047	649	TOWNE AVE	1	9,099	\$3,083.73	0.15%
5147027048	618	CROCKER ST	1	28,875	\$9,786.00	0.48%
5147028007	639	STANFORD AVE	1	5,493	\$1,861.63	0.09%
5147028008	635	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5147028009	631	STANFORD AVE	1	4,181	\$1,416.98	0.07%
5147028010	629	STANFORD AVE	1	2,744	\$929.97	0.05%
5147028011	627	STANFORD AVE	1	2,744	\$929.97	0.05%
5147028012	625	STANFORD AVE	1	4,181	\$1,416.98	0.07%
5147028016	613	STANFORD AVE	1	2,744	\$929.97	0.05%
5147028017	609	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5147028018		*NO SITE ADDRESS*	1	2,787	\$944.54	0.05%
5147028023	618	TOWNE AVE	1	2,744	\$929.97	0.05%
5147028024	620	TOWNE AVE	1	4,181	\$1,416.98	0.07%
5147028025	624	TOWNE AVE	1	4,181	\$1,416.98	0.07%
5147028026		*NO SITE ADDRESS*	1	2,744	\$929.97	0.05%
5147028027	628	TOWNE AVE	1	1,306	\$442.62	0.02%
5147028038	632	TOWNE AVE	1	9,670	\$3,277.25	0.16%
5147028039	801	E 7TH ST	1	62,609	\$21,218.75	1.05%
5147028040	617	STANFORD AVE	1	8,245	\$2,794.30	0.14%
5147028042		*NO SITE ADDRESS*	1	5,497	\$1,862.98	0.09%
5147028043	710	E 6TH ST	1	13,216	\$4,479.02	0.22%
5147029002	901	W 7TH ST	NP	9,713	\$605.07	0.03%
5147029006	649	GLADYS AVE	1	9,016	\$3,055.60	0.15%
5147029012	627	GLADYS AVE	1	6,621	\$2,243.92	0.11%
5147029013	621	GLADYS AVE	1	4,399	\$1,490.86	0.07%
5147029022		*NO SITE ADDRESS*	1	5,488	\$1,859.93	0.09%
5147029027	640	STANFORD AVE	1	4,181	\$1,416.98	0.07%
5147029028	642	STANFORD AVE	1	2,744	\$929.97	0.05%
5147029029	646	STANFORD AVE	1	2,744	\$929.97	0.05%
5147029030	648	STANFORD AVE	1	5,500	\$1,864.00	0.09%
5147029035	800	E 6TH ST	NP	7,195	\$448.21	0.02%
5147029036	628	STANFORD AVE	1	5,488	\$1,859.93	0.09%
5147029040	611	GLADYS AVE	1	6,795	\$2,302.89	0.11%
5147029041	616	STANFORD AVE	1	15,158	\$5,137.18	0.25%
5147029043	636	STANFORD AVE	1	17,589	\$5,961.07	0.29%
5147029045	643	GLADYS AVE	1	8,232	\$2,789.90	0.14%
5147029047	915	E 7TH ST	1	14,300	\$4,846.40	0.24%
5147029048	660	STANFORD AVE	NP	9,800	\$610.49	0.03%
5147029049	656	STANFORD AVE	NP	3,994	\$248.81	0.01%
5147030005		*NO SITE ADDRESS*	1	4,835	\$1,638.63	0.08%
5147030006	649	CERES AVE	1	9,670	\$3,277.25	0.16%
5147030007	647	CERES AVE	1	7,710	\$2,612.99	0.13%
5147030008	637	CERES AVE	1	2,475	\$838.80	0.04%
5147030009		*NO SITE ADDRESS*	1	3,833	\$1,299.04	0.06%
5147030020	846	E 6TH ST	1	5,488	\$1,859.93	0.09%

5147030037		*NO SITE ADDRESS*	1	3,615	\$1,225.16	0.06%
5147030050	636	GLADYS AVE	1	3,615	\$1,225.16	0.06%
5147030053	616	GLADYS AVE	1	9,365	\$3,173.88	0.16%
5147030054	609	CERES AVE	1	23,650	\$8,015.20	0.39%
5147030055	614	GLADYS AVE	1	21,997	\$7,454.98	0.37%
5147030061	830	E 6TH ST	1	7,888	\$2,673.31	0.13%
5147030062	838	E 6TH ST	1	8,015	\$2,716.36	0.13%
5147030063	1001	E 7TH ST	NP	34,043	\$2,120.72	0.10%
5147030064	644	GLADYS AVE	1	9,165	\$3,106.10	0.15%
5147031005	615	KOHLER ST	1	5,183	\$1,756.57	0.09%
5147031016	906	E 6TH ST	1	3,789	\$1,284.13	0.06%
5147031017		*NO SITE ADDRESS*	1	2,482	\$841.17	0.04%
5147031018		*NO SITE ADDRESS*	1	2,482	\$841.17	0.04%
5147031019	910	E 6TH ST	1	6,185	\$2,096.15	0.10%
5147031020	920	E 6TH ST	1	9,104	\$3,085.43	0.15%
5147031023	619	KOHLER ST	1	10,977	\$3,720.20	0.18%
5147031025	930	E 6TH ST	1	43,028	\$14,582.58	0.72%
5147032001	675	KOHLER ST	1	5,619	\$1,904.33	0.09%
5147032032	651	KOHLER ST	1	14,636	\$4,960.27	0.24%
5147032036	623	KOHLER ST	1	22,172	\$7,514.29	0.37%
5147032038	1107	E 7TH ST	1	20,995	\$7,115.39	0.35%
5147032040	625	KOHLER ST	1	55,526	\$18,818.26	0.93%
5147033011	1215	INDUSTRIAL ST	1	8,232	\$2,789.90	0.14%
5147033012	1207	INDUSTRIAL ST	1	8,232	\$2,789.90	0.14%
5147033021	1020	WILDE ST	1	27,921	\$9,462.68	0.47%
5147033022		*NO SITE ADDRESS*	1	5,924	\$2,007.70	0.10%
5147033029	1227	INDUSTRIAL ST	1	8,245	\$2,794.30	0.14%
5147034001	1225	E 7TH ST	1	38,724	\$13,123.91	0.65%
5147034012	1200	INDUSTRIAL ST	1	5,837	\$1,978.21	0.10%
5147034015	1208	INDUSTRIAL ST	1	32,360	\$10,967.10	0.54%
5147034016	1201	E 7TH ST	NP	5,615	\$349.79	0.02%
5147035001	676	S CENTRAL AVE	NP	55,046	\$3,429.10	0.17%
5147035002	1315	E 7TH ST	2	9,365	\$1,033.67	0.05%
5148004006	332	332 E 3RD ST	1	8,102	\$2,745.89	0.14%
5148004012	309	309 S SAN PEDRO ST	1	5,401	\$1,830.60	0.09%
5148004015	313	313 S SAN PEDRO ST	1	8,259	\$2,799.05	0.14%
5148005010	333	333 S SAN PEDRO ST	NP	3,485	\$217.09	0.01%
5148005011	325	325 S SAN PEDRO ST	1	7,667	\$2,598.27	0.13%
5148005021	345	345 S SAN PEDRO ST	1	12,789	\$4,334.38	0.21%
5148006018	405	405 S SAN PEDRO ST	1	4,269	\$1,446.80	0.07%
5148006019	401	401 S SAN PEDRO ST	1	2,439	\$826.72	0.04%
5148006037	415	415 S SAN PEDRO ST	1	12,550	\$4,253.18	0.21%
5148006038		*NO SITE ADDRESS*	1	14,040	\$4,758.28	0.23%
5148011001	425	425 E 5TH ST	NP	9,017	\$561.71	0.03%
5148011018	443	443 S SAN PEDRO ST	1	19,297	\$6,539.95	0.32%
5148012019	505	S SAN PEDRO ST	NP	23,840	\$1,485.12	0.07%
5148012021	521	S SAN PEDRO ST	NP	10,740	\$669.05	0.03%
5148013003	421	E 6TH ST	1	28,039	\$9,502.74	0.47%
5148013006	547	S SAN PEDRO ST	NP	29,839	\$1,858.80	0.09%
5148025005	627	S SAN PEDRO ST	NP	5,179	\$322.63	0.02%
5148025006	631	S SAN PEDRO ST	NP	2,517	\$156.79	0.01%
5148025007	633	S SAN PEDRO ST	NP	2,496	\$155.48	0.01%
5148025008	635	S SAN PEDRO ST	NP	13,597	\$847.03	0.04%
5148025009	647	S SAN PEDRO ST	NP	4,150	\$258.54	0.01%
5148025010	653	S SAN PEDRO ST	1	4,533	\$1,536.44	0.08%
5148025017	625	S SAN PEDRO ST	NP	6,185	\$385.27	0.02%

S148025026	*NO SITE ADDRESS*	NP	55,321	\$3,446.24	0.17%
	Total Non-Govt Assessments			\$1,934,012.28	95.30%
	Total Government Assessments			\$95,327.69	4.70%
	Total All Assessments			\$2,029,339.96	100.00%

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.

**Exhibit 1 (Continued)
Required Insurance and Minimum Limits**

Name: _____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		<u>Limits</u>
<hr/>		
<input type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)	WC	<u>Statutory</u>
	EL	_____
<input type="checkbox"/> Waiver of Subrogation in favor of City		
<input type="checkbox"/> Longshore & Harbor Workers		
<input type="checkbox"/> Jones Act		
<hr/>		
<input type="checkbox"/> General Liability		
<input type="checkbox"/> Products/Completed Operations		
<input type="checkbox"/> Fire Legal Liability _____		
<input type="checkbox"/> _____		
<input type="checkbox"/> Sexual Misconduct _____		
<hr/>		
<input type="checkbox"/> Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work)		_____
<hr/>		
<input type="checkbox"/> Professional Liability (Errors and Omissions)		_____
<hr/>		
<input type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company)		_____
<input type="checkbox"/> All Risk Coverage		
<input type="checkbox"/> Flood _____		
<input type="checkbox"/> Earthquake _____		
<input type="checkbox"/> Boiler and Machinery		
<input type="checkbox"/> Builder's Risk		
<input type="checkbox"/> _____		
<hr/>		
<input type="checkbox"/> Pollution Liability		_____
<input type="checkbox"/> _____		
<hr/>		
<input type="checkbox"/> Surety Bonds – Performance and Payment (Labor and Materials) Bonds		100 % of Contract Price
<input type="checkbox"/> Crime Insurance		_____
<hr/>		

Other: _____

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 best 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 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 – the CITY is a licensed redistributor of ACORD forms. 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 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA[®] will significantly delay the insurance approval process as documents will have to be manually processed.* 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. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

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 or edit the existing Acord 25 Certificate through **Track4LA**[®] at <http://track4la.lacity.org>.

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.

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

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

General Liability

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

Directors and Officers Liability Coverage

Director and Officers Liability coverage with a minimum liability limit of \$1,000,000 is required.

Workers' Compensation Coverage

Workers' Compensation coverage with a minimum statutory liability limit of \$1,000,000 is required.

**LOS ANGELES CITY CLERK
NEIGHBORHOOD AND BUSINESS
IMPROVEMENT DISTRICT DIVISION
200 NORTH SPRING STREET, ROOM 224
LOS ANGELES, CA 90012**

**BAVN VERIFICATION REQUEST /
CONTRACT INFORMATION SHEET**

Complete this form only for contract opportunities not advertised on BAVN. Fill out all fields and e-mail the completed form to bca.eeoe@lacity.org after verifying that the contractor has uploaded all required compliance documents to BAVN.

Awarding Department: City Clerk

Contact Name & Phone No: Rick Smith 213-978-1121

.....
Contractor's Name: Central City East Association

Contractor's BAVN Company ID No.: 72833

Contractor's Federal ID No. or EIN: 95-4001717

Contract Title or Description: Downtown Industrial District BID

Contract Amount: _____

Contract Start Date: 1/1/2015 End Date: 12/31/2021

NOTE: If the FSHO Affidavit is not uploaded to BAVN, please check below:

FSHO not applicable: X FSHO-X Attached: _____

Comments:

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that Central City Fast Association will:
Name of Business

- 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 are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

I declare under penalty of perjury that the foregoing is true and was executed at:

Los Angeles, Los Angeles, CA
City/County/State

10/2/14
Date

Central City Fast Association 725 S. Crocker St. LA, 90021

Name of Business Address

Raguel K. Beard
Signature of Authorized Officer or Representative

Raguel K. Beard
Print Name

Executive Director
Title

213-228-8484-ext. 200
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>OCCLW</u>		Contract Administrator: <u>J. [Signature]</u>	
		Contact Phone: <u>213-512-1121</u> MS# <u>159</u>	
CONTRACT INFO			
Contractor Name: <u>Central City East Assoc.</u>		Contract #	
Contractor Address: <u>725 S. Cherokee St.</u>		City: <u>Los Angeles</u>	State: <u>CA</u> Zip: <u>90021</u>
Project/Contract Name: <u>Downtown Industrial District BID</u>			
Purpose of Contract: <u>Administer the BID</u>			
Contract Amount: \$		Term: Start Date <u>1/1/2015</u>	End Date <u>12/31/2021</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 Amendment		
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
	<input type="checkbox"/> Service contract that is less than 3 months OR \$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 both 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</u> , SUBMIT LW-1, Page 1 ONLY and the APPROVED EXEMPTION FORM to OCC. 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.		

positions may request an economic hardship waiver pursuant to Section 10.37.1(c). The CFAR must submit to the awarding authority documentation of the program's demonstrated and projected results and the potential adverse impact due to compliance with this article. The awarding authority will forward the documentation and its recommendation to the City Council for consideration. A copy of such a recommendation shall be forwarded to the OCC.

²⁰ **CFAR: Employee Exemption – 10.37.1(c):** A City financial assistance recipient (CFAR) that claims exemption pursuant to Section 10.37.1(e) for its employees who expend less than half of their time on the City funded project or the employees of its service contractor, if any, who expend less than half of their time on the premises of the CFAR directly involved with the activities funded by the City, shall be responsible for maintaining records of applicable hours and descriptions of work performed to substantiate the exemption.

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 American with Disabilities Act 42 U.S.C. 1201 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 parted entered into this transaction.

Contract NUMBER _____

Central City Fast Association
CONTRACTOR/BORROWER/AGENCY

Raguel K. Beard, Executive Director
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE Raguel K. Beard

DATE 10/2/14

**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 Rachel Sue 213-978-1121
City Department/Division Awarding Contract City Contact Person Phone
Downtown Entertainment BIAA/Adis 2015-2021
City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Central City East Association
Bidder/Proposer Business Name
725 S. Crocker St. Los Angeles CA 90021
Street Address City State Zip
Raquel K. Beard, Executive Director 213-228-8484 213-228-8488
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 9/1/09.
- 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.

Raquel K. Beard, Executive Director Raquel K. Beard 10/2/14
Print Name, Title Signature Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

Corporation: Date incorporated: 9/9/85 State of incorporation: CA

List the corporation's current officers.

President: Larry Pauch

Vice President: Mark Shimbane

Secretary: Ernie Doizaki

Treasurer: Matt Klein

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

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

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

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

Partnership: Date formed: ____/____/____ State of formation: _____

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

Sole Proprietorship: Date started: ____/____/____

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

Joint Venture: Date formed: ____/____/____

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

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

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? 28 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.

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. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

- 1) C-116178 1/1/2010 - 12/31/2014 \$0 administrative of BID
- 2) C-106409 1/1/2004 - 12/31/2009 \$0 administrative of BID
- 3) C-119935 3/1/2012 - 12/31/2016 \$0 administrative of BID
- 4) C-111173 1/1/2007 - 12/31/2011 \$0 administrative of BID
- 5) C-108120 1/1/2005 - 12/31/2009 \$0 administrative of BID
- 6) C-102644 1/1/2002 - 12/31/2004 \$0 administrative of BID

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.

Central City East Association - 725 S. Crocker St. LA, 90021 213-228-8480
Company Name, Address and Phone Number

Raquel K. Beard
Signature of Officer or Authorized Representative
Date 10/2/14

Raquel K. Beard, Executive Director
Print Name and Title of Officer or Authorized Representative

City Clerk
Awarding City Department
Contract Number

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

EEOE Received

OCT 29 2014

EQUAL BENEFITS ORDINANCE AWARDDING AUTHORITY REQUEST FOR WAIVER

Company Name: CENTRAL CITY EAST ASSOCIATION Phone: 213-228-8488
Company Address: 725 SOUTH CROCKER STREET
City: LOS ANGELES State: CA Zip: 90021 EINTIN 95-4001717
Contract Number (if any):
Contract Term - Start Date: JANUARY 1, 2015 End Date: DECEMBER 31, 2021
Contract Amount: N/A
Type of Service: ADMINISTRATION OF THE DOWNTOWN INDUSTRIAL DISTRICT BID

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 IMPROVEMENT DISTRICTS ARE EXEMPT PER EBO
REGULATION 4 (B)(1)(9)

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: 10-29-14

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.)
[X] Approved based on code section(s): 10.8.2.1 (c)(2)(a) INVESTMENT OF TRUST MONEY
Analyst: [Signature] Date: NOV. 13, 2014

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

AFFIRMATIVE ACTION PLAN

The following contracts are subject to the City of Los Angeles Affirmative Action Program as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et seq.:

- Every non-construction contract of \$100,000 or more;
- Every construction contract of \$5,000 or more.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the available labor pools. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to ensure equal employment practices, and takes steps to correct underutilization of women and minorities.

Contractors are subject to all provisions contained in LAAC Section 10.8.4 et seq. which can be found at <http://bca.lacity.org>. The excerpts below are provided to serve as a starting point for satisfying these requirements:

LAAC Section 10.8.4 (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 or medical condition.

LAAC Section 10.8.4(K) The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract.

LAAC Section 10.8.4(M) The Affirmative Action Plan required to be submitted 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;
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.

LAAC Section 10.8.4(Q) All contractors subject to the provisions of the 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.

CONTRACTOR DECLARATION

EXHIBIT



In pursuit of accomplishing the intent of the City's Affirmative Action Program, 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.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a 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) 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.
- (e) 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.

Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an **Anticipated Employment Utilization Report (AEUR)** with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

_____	_____
NAME OF EEO OFFICER	TITLE
_____	_____
E-MAIL	PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this 2 day of October, in the year 2014, at Los Angeles, CA
(CITY) (STATE)

Central City East Associate
COMPANY NAME

213-228-8484 rbeard@centraleast.org
TELEPHONE/E-MAIL

Raguel K. Beard
AUTHORIZED SIGNATURE

725 S. Crocker St
ADDRESS

Raguel K. Beard, Executive Director
NAME AND TITLE (TYPE OR PRINT)

LA, LA, CA 90021
CITY, COUNTY, STATE, ZIP

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

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

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

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

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

<u>Central City East Associates</u>	<u>713-228-8484</u>	<u>95-4001717</u>	
Company Name	Phone	Federal ID #	
<u>725 S. Crocker St.</u>	<u>LA</u>	<u>CA</u>	<u>90021</u>
Street Address	City	State	Zip
- Has the Company submitted the SDO Affidavit previously? NO YES Date of prior submission: 2009
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 1986 (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:
RB 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 10/2/14 (Date) at Los Angeles, CA (City) (State)
 Signature: [Signature] Title: Executive Director

DEFINITIONS

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

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)
Central City East Associates

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.)
725 S Crocker St

City, state, and ZIP code
Los Angeles, CA 90021

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number
95-4001717

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 ▶ *Agnes K. Beard* Date ▶ *10/2/14*

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.

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

Central City East Assoc. will fully comply with the First Source Hiring Ordinance requirements.
Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 2 day of October, in the year 2014, at Los Angeles, CA.
(City) (State)

Raguel K Beard
Signature

Raguel K Beard
Name of Signatory (Please Print)

Executive Director
Title

72833
BAVN ID No.

725 S Crocker St
Mailing Address

Los Angeles, CA 90021
City, State, Zip Code

95-4001717
EIN/TIN

rbeard@centralcityeast.org
E-Mail