

**AGREEMENT TO PARTLY FUND ACTIVITIES OF THE
HISTORIC CORE BUSINESS IMPROVEMENT DISTRICT
PROPERTY OWNERS ASSOCIATION, INC.**

This Agreement ("Agreement" herein) to partly fund services provided by the Historic Core Business Improvement District Property Owners Association, Inc., is entered into between the City of Los Angeles, a municipal corporation, ("CITY" herein), and the Historic Core Business Improvement District Property Owners Association, Inc., a California corporation, ("CONTRACTOR" herein). This Agreement consists of 7 pages, 4 exhibits, and 2 attachments, and with reference to the following facts:

A. The CITY's Budget (General City Purposes Fund) for the fiscal year ending June 30, 2016, includes an appropriation of sixteen thousand eight hundred and fifty nine dollars (\$16,859) to partially fund the CONTRACTOR's activities. The CONTRACTOR understands that said funds will be disbursed to it only in accordance with the provisions of this Agreement.

B. The CONTRACTOR warrants and represents that funds provided by the CITY pursuant to this Agreement will only be used for the activities described in Paragraph 2.

C. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this Agreement.

D. The CONTRACTOR is dedicated to improving the quality of life of residents, property, and business owners in the CITY's Historic Core through various safety, cleanliness, beautification, safe, and marketing and economic development programs.

E. The CONTRACTOR's activities support reconstruction of a parklet, a section of the sidewalk that provides a resting area for pedestrians, that was damaged in an automobile accident located in the CITY's Historic Core at 639 South Spring Street Los Angeles, CA 90013. The CONTRACTOR's activities also support steps to fortify a parklet at 615 Spring Street Los Angeles, CA 90014 to minimize damage in the event of an accident. The parklets are public amenities that are designed to improve the quality

of life for CITY residents; and therefore, the CONTRACTOR's services constitute a public purpose for which financial assistance may be provided.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the above premises and of the covenants, Agreements and representations set forth below, hereby covenant, agree and represent as follows:

1. TERM OF AGREEMENT

This term of Agreement will commence on January 1, 2015 and terminate on June 30, 2016.

2. CONTRACTOR'S ACTIVITIES

The CONTRACTOR will utilize funds procured under this Agreement to defray costs associated with a reconstruction and repair of a parklet located at 639 South Spring Street in the CITY's Downtown area that was severely damaged in an automobile accident. In addition, the CONTRACTOR will utilize funds procured under this Agreement to fortify another parklet located at 615 Spring Street Los Angeles, CA 90014 to minimize damage in the event of an accident. Allowable expenses include new planters and planter repair, new decking and decking repairs, foosball table purchase, repairs to structural components, and any other repairs required to restore and fortify both parklets. The CONTRACTOR will obtain all necessary licenses and permits and shall suitably inform the public that the CONTRACTOR'S activities are partially funded by the CITY.

3. AMOUNT OF PAYMENT

The CONTRACTOR will be paid by the CITY for allowable costs incurred in engaging in the activities set forth in Paragraph 2 hereof during the term of this Agreement in a total amount not to exceed sixteen thousand eight hundred and fifty nine dollars (\$16,859). Said costs will be reimbursable if they relate to the activities performed by the CONTRACTOR as described in Paragraph 2 hereof.

4. REQUEST FOR REIMBURSEMENT

Upon this Agreement becoming effective, the CONTRACTOR may submit a request for reimbursement by submitting a REQUEST FOR PAYMENT Statement, including therein the actual costs incurred for which reimbursement is requested. The REQUEST FOR PAYMENT will not exceed the total listed in Paragraph 3. Said request must be submitted in a form substantially similar to Attachment A. Copies of the documentation which support said expenditures will accompany expenditures for which reimbursement is requested. Such documentation will include, but not be limited to, copies of such items as receipts or invoices matched with canceled checks, invoices marked "Paid", and payroll registers, internal hiring documents, time sheets and written certifications. Bank statements may be requested to support submitted documentation

at the discretion of the City. Payment of any reimbursable amount will not be due and owed until the supporting documentation for all expenditures has been approved by the City's representative. The REQUEST FOR PAYMENT must be signed under PENALTY OF PERJURY by the CONTRACTOR'S Representative designated in this Agreement.

The CONTRACTOR must submit any REQUEST FOR PAYMENT during the period commencing from the effective date of the Agreement up to the due date of the CLOSE-OUT STATEMENT. The CITY will have no obligation to pay any REQUEST FOR PAYMENT after said period.

5. PAYMENT

a. Upon approval of each REQUEST FOR PAYMENT by the CITY's Representative, the CITY will pay the CONTRACTOR the approved amount for allowable costs, which in total will not exceed the amount specified in Paragraph 3.

b. No later than August 14, 2016, the CONTRACTOR must submit a CLOSE OUT STATEMENT prepared on the form attached hereto as Attachment B and either a comprehensive unaudited financial statement or a copy of an audit report prepared by an independent Certified Public Accountant (CPA). The CITY will not be obligated to fund the CONTRACTOR for any subsequent fiscal year appropriations which may be made by the CITY's Council until such CLOSE-OUT STATEMENT has been submitted to and approved by the CITY's Representative. Said CLOSE OUT STATEMENT must include documentation, which supports expenditure of any costs, which have not previously been submitted to and approved by the CITY's Representative.

6. MONIES TO BE USED FOR CURRENT EXPENSES

The monies expended by the CITY hereunder are to be used by the CONTRACTOR to meet expenses incurred during the term of this Agreement. The CONTRACTOR may not submit a REQUEST FOR PAYMENT, nor will the CITY pay, any portion of any liability of the CONTRACTOR existing prior to or subsequent to the term of this Agreement.

7. ESTABLISHMENT OF SEPARATE ACCOUNTS AND RECORDS

Any and all funds disbursed by the CITY to the CONTRACTOR and any interest and proceeds generated thereby will be held in trust for the purposes of this Agreement and must be placed in a separate account solely for those funds, and all allowable expenditures will be drawn from that account. Any funds remaining in said account, which are in excess of the allowable expenditures as provided herein, must be returned to the City within sixty (60) days after the termination date of this Agreement.

8. BOOKS OF ACCOUNT - FINANCIAL RECORDS

The CONTRACTOR will maintain and preserve books of account and records of financial transactions regarding the expenditure of CITY funds pursuant to this Agreement. Said books and records must accurately reflect monies received from the CITY and any interest earned thereon, by date and amount, and CITY monies expended by name of vendor, description of goods or services purchased, date of purchase, and price. The CONTRACTOR will retain such books and records for at least three years following the expiration date of this Agreement. At any time during the term of this Agreement, or within three years following the final payment hereunder or the expiration date of the Agreement, whichever date is later, said books and records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S Representative.

9. RATIFICATION

At the City's request and because of the need therefore, Contractor began performance of the services required hereunder, January 1, 2015. The City hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

10. CONTRACT REPRESENTATIVES

i. CONTRACTOR's Representative

The CONTRACTOR hereby appoints Blair Besten, to represent the CONTRACTOR with respect to all matters connected with this Agreement. Said representative will be personally responsible for submitting all of the forms and statements as required by this Agreement. If the name of the CONTRACTOR Representative designated herein as personally responsible for submitting all of the forms and statements as required by this Agreement is changed, the CONTRACTOR must provide written notice as described in this Agreement within ten (10) business days of such changes.

ii. CITY's Representative

The Councilmember of the Fourteenth District or his designee will represent the CITY with respect to all matters connected with this Agreement, provided, however, that any matter which would increase the CITY's financial obligation hereunder will require the approval of the CITY's Council and Mayor.

11. NOTICES

The following addresses will serve as the places to which notices and other correspondence between the parties will be sent:

CONTRACTOR's address: **Historic Core Business Improvement District
Property Owners Association, Inc.
Attn: Blair Besten
209-211 West 5th Street
Los Angeles, CA 90013**

CITY's address: **City of Los Angeles
Office of the City Clerk
Administrative Services Division
Attn: GCP Analyst
200 North Spring Street, Room 224
Los Angeles, CA 90012**

12. SEPARATION OF CHURCH AND STATE

The CONTRACTOR agrees that it will not use funds provided through this Contract for any religious or sectarian purposes. The CONTRACTOR further agrees that it will not perform or permit the performance of religious activities in connection with this Contract and will not discriminate against any person applying for services provided under this Contract on the basis of religion.

13. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

None of the funds furnished by the CITY hereunder shall be used to support or defeat any candidate in any public election, nor to support or defeat any legislation, initiative, referendum, constitutional provision, administrative regulation, or administrative ruling, nor for any other form of political activity or lobbying.

14. FIRST SOURCE HIRING ORDINANCE (FSHO)

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

1. The CONTRACTOR shall, prior to the execution of the Agreement, provide to the designated administrative agency (DAA) a list of anticipated employment opportunities that the CONTRACTOR estimates they will need to fill in order to perform the services under the Agreement.

2. The CONTRACTOR further pledges that it will, during the term of the Agreement, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral

Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the City's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the City shall, under appropriate circumstances, terminate this Agreement and otherwise pursue legal remedies that may be available if the designated administrative agency (DAA) determines that the subject CONTRACTOR has violated provisions of the FSHO.

15. PREVAILING WAGE

The Contractor and all Subcontractors are required to comply with all applicable sections of the California Labor Code pertaining to the payment of prevailing wages and the employment of apprentices on public works projects. Payroll documentation and other related information pertaining to workers shall be submitted to the City's Office of Contract Compliance at 1149 S. Broadway, Suite 300, Los Angeles, CA 90015. Failure to comply may result in the assessment of wage restitution and/or State penalties in accordance with California law.

16. STANDARD PROVISIONS FOR GENERAL CITY PURPOSES AGREEMENTS

The CONTRACTOR agrees to comply with the Standard Provisions for City Contracts dated March 2009, a copy of which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

DATED: _____

THE CITY OF LOS ANGELES

a municipal corporation,

By _____
Councilmember, Fourteenth District

DATED: _____

HISTORIC CORE BUSINESS IMPROVEMENT

DISTRICT PROPERTY OWNERS ASSOCIATION, INC.

a California corporation,

By _____

Title _____

By _____

Title _____

Approved as to Form

ATTEST

MICHAEL N. FEUER,
City Attorney

HOLLY L. WOLCOTT,
City Clerk

By _____
Assistant City Attorney

By _____
Deputy City Clerk

Date _____

Date _____

Approved Signature Methods:

1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.