

Monthly Expenditure Report



Reporting Month: July 2017

Budget Fiscal Year: 2017-2018

NC Name: Hollywood Studio District
Neighborhood Council

Monthly Cash Reconciliation					
Beginning Balance	Total Spent	Remaining Balance	Outstanding	Commitments	Net Available
\$42000.00	\$400.00	\$41600.00	\$10324.46	\$0.00	\$31275.54

Monthly Cash Flow Analysis					
Budget Category	Adopted Budget	Total Spent this Month	Unspent Budget Balance	Outstanding	Net Available
Office	\$40500.00	\$400.00	\$40100.00	\$10324.46	\$29775.54
Outreach		\$0.00		\$0.00	
Elections		\$0.00		\$0.00	
Community Improvement Project	\$750.00	\$0.00	\$750.00	\$0.00	\$750.00
Neighborhood Purpose Grants	\$750.00	\$0.00	\$750.00	\$0.00	\$750.00
Funding Requests Under Review: \$0.00		Encumbrances: \$0.00		Previous Expenditures: \$0.00	

Expenditures						
#	Vendor	Date	Description	Budget Category	Sub-category	Total
1	ABS Mayer Brick	07/01/2017	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00
Subtotal:						\$400.00

Outstanding Expenditures						
#	Vendor	Date	Description	Budget Category	Sub-category	Total
1	ABS Mayer Brick	08/01/2017	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00
2	ABS Mayer Brick	09/01/2017	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00
3	ABS Mayer Brick	10/01/2017	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00
4	ABS Mayer Brick	11/01/2017	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00
5	ABS Mayer Brick	12/01/2017	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00

6	ABS Mayer Brick	01/01/2018	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00
7	ABS Mayer Brick	02/01/2018	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00
8	ABS Mayer Brick	03/01/2018	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00
9	ABS Mayer Brick	04/01/2018	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00
10	ABS Mayer Brick	05/01/2018	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00
11	ABS Mayer Brick	06/01/2018	Custodial Payment - Contract in draft and will be ...	General Operations Expenditure	Office	\$400.00
12	ABS Mayer Bricker	09/01/2017	MOTION: WHEREAS, the Hollywood Studio...	General Operations Expenditure	Office	\$400.00
13	Insight Investments LLC	09/01/2017	Proxy Payment by the Office of the City Clerk	General Operations Expenditure	Office	\$1524.46
14	ABS Mayer Bricker	09/05/2017	September Rent MOTION: WHEREAS, t...	General Operations Expenditure	Office	\$400.00
15	ABS Mayer Bricker	10/05/2017	September Rent MOTION: WHEREAS, t...	General Operations Expenditure	Office	\$400.00
16	ABS Mayer Bricker	11/05/2017	September Rent MOTION: WHEREAS, t...	General Operations Expenditure	Office	\$400.00
17	ABS Mayer Bricker	12/05/2017	September Rent MOTION: WHEREAS, t...	General Operations Expenditure	Office	\$400.00
18	ABS Mayer Bricker	01/05/2018	September Rent MOTION: WHEREAS, t...	General Operations Expenditure	Office	\$400.00
19	ABS Mayer Bricker	02/05/2018	September Rent MOTION: WHEREAS, t...	General Operations Expenditure	Office	\$400.00
20	ABS Mayer Bricker	03/05/2018	September Rent MOTION: WHEREAS, t...	General Operations Expenditure	Office	\$400.00
21	ABS Mayer Bricker	04/05/2018	September Rent MOTION: WHEREAS, t...	General Operations Expenditure	Office	\$400.00
22	ABS Mayer Bricker	05/05/2018	September Rent MOTION: WHEREAS, t...	General Operations Expenditure	Office	\$400.00
23	ABS Mayer Bricker	06/05/2018	September Rent MOTION: WHEREAS, t...	General Operations Expenditure	Office	\$400.00
	Subtotal: Outstanding					\$10324.46

NEIGHBORHOOD COUNCIL LEASE AGREEMENT

BETWEEN CITY OF LOS ANGELES AND ABS MAYER BRICKER LLC

Location: 5500 HOLLYWOOD BLVD, SUITE 313, LOS ANGELES, CA 90028

ARTICLE 1. BASIC PROVISIONS

1.1 **Date and Parties.** This lease agreement ("**Lease**") is dated, for reference purposes only, September 27, 2016 and is between ABS MAYER BRICKER, LLC ("**Landlord**" or "**ABS**") and CITY OF LOS ANGELES ("**City**"), acting on behalf of its HOLLYWOOD STUDIO DISTRICT NEIGHBORHOOD COUNCIL ("**Neighborhood Council**"), upon the provisions and conditions contained in this Lease. Landlord is a limited liability corporation with principal offices at 5500 Hollywood Blvd 4th Floor – West Wing, Los Angeles, CA 90028 and tenant, City of Los Angeles, is a municipal corporation, organized under the laws of the State of California, acting through its Department of Neighborhood Empowerment, 200 North Spring Street, 20th Floor, Suite 2005, Los Angeles, CA 90012.

1.2. **Premises.** Landlord leases to City and City leases from Landlord, the real property located in the City of Los Angeles, State of California, containing 235 sq. feet of office space within the building ("**Building**") located at 5500 Hollywood Blvd., Suite 406, Los Angeles, CA 90028 ("**Premises**"). Premises are acceptable to the tenants as found on September 27, 2016.

1.3. **Building Ownership.** Landlord warrants that Landlord is legally authorized to rent an interior office of the premise as described in Section 1.2.

1.4. **Execution Date.** The phrase "**Execution Date**" for Landlord shall mean the date it is signed, dated, and delivered by Landlord or Landlord's authorized representative. The phrase "Execution Date" for Tenant, City of Los Angeles, shall mean the date that the General Manager of the Department of Neighborhood Empowerment has signed, dated, and delivered the lease to Landlord.

ARTICLE 2. NOTICES

2.1. **Notices.** All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States mail, postage prepaid, return receipt requested, or transmitted by telecopy (e.g., Fax) or electronic mail (upon mutual agreement of participating parties), in which case the receiving party shall immediately confirm receipt of such telecopies or e-mailed notice. All notices are effective upon receipt. Any Right of Way number shall be included in all notices. For the purposes of such notices, the addresses for the parties are set forth in Section 2.2 below. Either party may from time to time designate another person or place in a notice.

2.2. **Notices - Where Sent.** All notices given under this Lease which are mailed or telecopies shall be addressed to the respective parties as follows:

To City:

City of Los Angeles
c/o Department of Neighborhood Empowerment
200 North Spring Street, 20th Floor, Suite 2005
Los Angeles, CA 90012
Telecopier: (213) 485-4608

With an additional copy to:

Damien Burke, NC President
Hollywood Studio District Neighborhood Council
5500 Hollywood Blvd., Suite 313
Los Angeles, CA 90028
chair@HSDNC.org

To Landlord:

Samir Srivastava, Managing Member
ABS Mayer Bricker, LLC
5500 Hollywood Blvd., 4th Floor – West Wing
Los Angeles, CA 90028
Office Telephone: (323) 464-7853
samir@absllc.org

With an additional copy to:

Todd E. Whitman, Esq.
Allen Matkins Leck Gamble Mallory & Natsis LLP
1901 Avenue of the Stars, Suite 1800
Los Angeles, CA 90067
(310) 788-2448

With additional copies to:

Office of the City Attorney
Neighborhood Council Advice Division
200 N. Main Street, Suite 700
Los Angeles, CA 90012

Office of the City Attorney
Real Property/ Environment Division
200 N. Main Street, Suite 700
Los Angeles, CA 90012

ARTICLE 3. TERM

3.1. **Term.** The term of this Lease shall be up to one year ("**Term**") only, commencing on July 1, 2016 ("**Lease Commencement Date**") and terminating on June 30, 2017 ("**Lease Termination Date**"), unless terminated earlier.

ARTICLE 4. RENTAL

4.1. **Rent.** City agrees to pay as rent for the Premises the sum of \$400.00 per month, which equals to \$4,800 per year ("**Rent**") per month payable from the Lease Commencement Date and in advance (CHECK ONE OF THE FOLLOWING):

- ☒ On the first day of the full Lease Term (one single payment for the Term); **OR**
- ☒ On the first day of the first of each month of the Lease Term (twelve payments for the Term); **OR**
- ☐ On the first day of each of the first (1st), fourth (4th), seventh (7th), and tenth (10th) months of the Lease Term (four payments for the Term).

4.2. **Business Tax Registration Certificate.** Pursuant to the program of the Controller of the City of Los Angeles, City may withhold the payment of Rent under Section 4.1 and any additional rent where Landlord fails to have a Federal Tax Identification Number and a currently valid Business Tax Registration Certificate ("**BTRC**") or, where applicable, a valid Vendor Registration Number ("**VRN**") issued by the City Clerk of the City of Los Angeles pursuant to Los Angeles Municipal Code section 21.00, et seq. Such withholding of Rent does not relieve City from its obligation to pay such Rent, but City may withhold, without penalty or interest, all payments of Rent until Landlord has obtained a valid BTRC or VRN, after which City shall retroactively pay all Rent due and owing within sixty (60) days after notice from Landlord containing proof of registration and an itemized invoice of the Rent due. If Landlord is not legally required to possess either a BTRC or a VRN, this Section 4.2 shall not apply; provided, however, the burden of proof shall be on Landlord to establish such non-applicability.

4.3. **Parking.** Tenant will seek parking arrangement from outside vendors at tenant's cost.

ARTICLE 5. USE

5.1. **Use.** The Premises may be used as Tenant's administrative offices to support the Neighborhood Council services to be provided to the community, or similar uses.

5.2. **Signage.** City may place signs on the exterior windows, doors, or walls of the Premises identifying the nature of the services being provided within the Premises. Such signs are subject to the approval of Landlord, which approval shall not be unreasonably withheld or delayed. All signs, emblems, seals, logos, insignia, or other items containing the seal of the City of Los Angeles or otherwise indicative of the City of Los Angeles must be returned to City (or, where applicable, destroyed) upon termination of this Lease. Notwithstanding the above, no sign shall be placed on the Building, in the Building or on or around the Building which identifies any person, company or entity which is engaged in the promotion, manufacture and/or distribution of materials or literature which is generally considered to be sexually explicit, pertains to the use of illegal drugs, or is considered to be anti-law enforcement.

ARTICLE 6. UTILITIES

6.1. **Utilities and Custodial Services.** Landlord shall provide electrical utility only at no additional cost to the City. Tenant will be responsible for custodial services, phone line and internet connection within their office.

6.2. **HVAC.** Tenant acknowledges the currently existing and installed HVAC equipment and services in Premises and further acknowledges they are functioning. During the Term, Landlord shall, at Landlord's cost, furnish to the Premises heat, ventilation, and air conditioning ("HVAC") as is reasonably required for the conformable use and occupation of the Premises.

ARTICLE 7. REPAIRS AND MAINTENANCE

7.1. **Repairs and Maintenance.** Landlord shall keep and maintain the Premises and any common area of the Building in good condition and repair during the entire Term of this Lease. Landlord shall perform all required maintenance to the plumbing, electrical, and HVAC systems serving the Premises at Landlord's sole cost, including replacement of parts as necessary, and will indemnify City for all damages to the property of City if due to the negligence of Landlord, or its employees in performing such repairs or maintenance.

7.1.1. **Landlord's Responsibilities.** It is Landlord's responsibility to provide a Building, which is fully accessible to and usable by individuals with disabilities and otherwise in compliance with the Americans with Disabilities Act ("ADA"). Landlord shall be responsible, at its own cost, to make such modifications, additions, or changes to the Premises as are required for compliance with the ADA or other laws applicable to the disabled as defined within those laws, provided however, that if the cost of such modifications, additions, or changes to the Premises or Building exceed two times the monthly rent for Premises. Landlord will instead of completing them, have the option in its sole discretion to cancel the Lease. If Landlord elects to cancel the Lease according to this article 7.1.1 of the Lease, Tenant will have no further obligation to pay rent past the cancellation date which will be no less than 30 days from Landlord's election to cancel. Tenant will be notified of Landlord's election to cancel in writing at the address identified in Article 2.2

7.2. **Limitations on Article.** Nothing in this Article 7 shall be construed to:

7.2.1. Require Landlord to forego or waive any exemption or other relief afforded it under the provisions of the ADA, so long as granting of such relief does not result in the shifting of responsibility for complying with the ADA to the City;

7.2.2. Require Landlord to take any action that would threaten or destroy the historic significance of an historic property;

7.2.3. Require Landlord to provide to individuals with disabilities personal devices, such as wheelchairs; individually prescribed devices, such as prescription eyeglasses or hearing aids; readers for personal use or study; or services of a personal nature including assistance in eating, toileting, or dressing; or

7.2.4. Necessarily require Landlord to make any other portion of the Building accessible to and usable by individuals with disabilities.

ARTICLE 8. HAZARDOUS MATERIALS

8.1. **No Hazardous Materials.** Landlord hereby represents to City that there are no Hazardous Materials in the Building or the real property upon which Building is situated. Except as otherwise expressly provided in this Lease, Landlord shall be responsible for the removal or encapsulation of any Hazardous Materials as necessary to comply with all applicable laws, codes, regulations, and ordinances and the requirements of the Environmental Protection Agency and any other regulatory agency having jurisdiction. The City agrees that approve Proposition 65 signs located throughout the Building are acceptable and in compliance with all regulations.

8.1.1. **Hazardous Materials - Defined.** The phrase "Hazardous Materials" as used in this Lease shall mean any product, substance, chemical, material, or waste whose presence, nature, quality, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (a) potentially injurious to the public health, safety, or welfare, the environment, or the Premises, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Materials shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof.

ARTICLE 9. ASSIGNMENT

9.1. **No Assignment.** Neither the Premises nor any portion thereof shall be assigned or sublet without the consent of Landlord; however, City, acting by and through its Department of Neighborhood Empowerment, may permit other City of Los Angeles Neighborhood Councils to use and occupy the Premises subject to the permitted uses as described in Section 5.1 of this Lease.

ARTICLE 10. INDEMNIFICATION AND WAIVER OF SUBROGATION

10.1. **Indemnification.** City shall indemnify and hold harmless Landlord from and against any and all claims arising from the acts or omissions of City or any of its officers, agencies, employees, contractors, or licensees in the occupancy or use of the Premises for the conduct of City business. Landlord agrees to promptly notify City of any claims for which City may be liable under this Section. City may at its option but under no obligation defend Landlord. Landlord shall indemnify City and hold harmless City from and against any and all claims or liabilities arising from the acts or omissions of Landlord or any of its officers, employees, licensees, or contractors. City agrees to promptly notify Landlord of any claim for which Landlord may be liable under this Section and Landlord may at its option but under no obligation defend City. The City is self-insured.

10.2. **Waiver of Subrogation.** Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement.

ARTICLE 11. DEFAULT

11.1. **Default by City.** If default shall be made in any of the covenants herein agreed to be kept or performed by City, and such default shall continue for sixty (60) days after written notice to City, this Lease may be terminated by Landlord; provided, however, that any delay in payment of Rent due to delay in accounting, financial or budgetary procedures by City shall not be deemed a default unless such delay shall continue thirty (30) days or more from the date such payment was due.

ARTICLE 12. ORDINANCE MANDATED PROVISIONS

12.1. **Child Support Assignment Orders.** This Lease is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders, a copy of which is attached hereto beginning on page A-1 in Exhibit A and by this reference incorporated herein. Pursuant to this Section, Landlord (and any subcontractor of Landlord providing services to City under this Lease) shall (.1) fully comply with all State and Federal employment reporting requirements for Landlord's or Landlord's subcontractor's employees applicable to Child Support Assignment Orders; (.2) certify that the principal owner(s) of Landlord and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (.3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (.4) maintain such compliance throughout the Term of this Lease. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Landlord or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Landlord or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Lease subjecting this Lease to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Landlord by City.

12.2. **Non-Discrimination In Employment.**

12.2.1. **General Provision.** Landlord agrees and obligates itself in the performance of this Lease not to discriminate against any employee or applicant for employment because of the employees or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition.

12.2.2. **Equal Employment Practices.** This Lease is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1000.00 or more. Accordingly, during the performance of this Lease, Landlord further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("**Equal Employment Practices**"), a copy of which is attached hereto beginning on page A-8 in Exhibit A and by this reference incorporated herein. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Landlord to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or a penalty assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Landlord. Upon a finding duly made that Landlord has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

12.2.3. **Equal Benefits Provisions.** This Lease is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("**Equal Benefits Provisions**") related to equal benefits to employees, a copy of which is attached hereto beginning on page A-3 in Exhibit A and by this reference incorporated herein. Landlord agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1.c of the Los Angeles Administrative Code, the failure of Landlord to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or a penalty assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Landlord. Upon a finding duly made that Landlord has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

12.3. **Slavery Disclosure Ordinance.** This Lease is subject to the applicable provisions of the Slavery Disclosure Ordinance. ("**SDO**") (Section 10.41, et seq, of the Los Angeles Administrative Code), a copy of which is attached hereto starting on page A-9 in Exhibit A. Unless otherwise exempt in accordance with the provision of this Ordinance, Landlord certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available to City if City determines that the Landlord failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

12.4. **Ordinance Language Governs.** Exhibit A is provided as a convenience to the parties only; in the event of a discrepancy between Exhibit A and the applicable ordinance language, as amended, the language of the ordinance shall govern.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1. **Access to Premises.** City, its employees, agents, and invitees, have ready access to the Building and Premises through the main lobby of the Building and elevators. Landlord has already provided Tenant with four (4) sets of keys to the Premises, which may not be duplicated. Landlord has also provided Tenant with (1) set of keys to the Building and 4th Floor. Any lost or stolen keys will be replaced at an additional cost not to exceed \$10.00 per key. There is no alarm code. The Building and Premises are accessible during normal business hours, Monday through Friday 9:00am to 6:00pm. The Office will have 24 hour accessibility.

13.2 **Access by Landlord.** City agrees that Landlord, its agents or employees may enter upon Premises at any reasonable time during the Term, with prior notice to City, for the purposes of inspection, taking measurements, and doing similar work necessary for the preparation of plans for construction of improvements on the Premises, with the understanding that such work will be performed in such a manner as to cause a minimum of interference with the use of the property by City.

13.3. **Accord and Satisfaction.** No payment by City or receipt by Landlord of a lesser amount than the Rent payment herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. City agrees that each of the foregoing covenants and agreements shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by any statute or at common law.

13.4. **Capacity of City as Tenant.** Except where clearly and expressly provided otherwise in this Lease, the capacity of the City of Los Angeles in this Lease shall be as a tenant, and any obligations or restrictions imposed by this Lease on City shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, the enactment of laws, inspection of structures, issuance of permits, or any other enforcement functions of the City of Los Angeles pursuant to Federal, state, or local law.

13.5. **Captions and Table of Contents.** The captions and table of contents contained in this Lease are for convenience and reference only, are not intended to define or limit the scope of any provisions of this Lease, and shall not be used with respect to the interpretation of any provision of this Lease.

13.6. **Governing Law and Venue.** This Lease will be governed by the law of the State of California and will be construed and interpreted according to that law. Venue on any action arising out of this Lease will be proper only in the County of Los Angeles, State of California.

13.7. **Possession.** Upon City paying the Rent required hereunder and observing and performing all of the covenants, conditions and provisions on City's part to be observed and performed hereunder, City shall have possession of the Premises for the entire Term hereof, subject to all the provisions of this Lease.

13.8. **Reasonable Consent.** Except as limited elsewhere in this Lease, wherever in this Lease Landlord or City is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld. In the event of failure to give any such consent, the other party shall be entitled to specific performance at law and shall have such other remedies as are reserved to it under this Lease, but in no event shall Landlord or City be responsible in monetary damages for failure to give consent unless such consent is withheld maliciously or in bad faith.

13.9. **Removal of Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions owned by City or installed by City at its expense in the Premises shall be and remain the property of City and may be removed by City at any time during the Term when City is not in default hereunder.

13.10. **Severability/Entire Agreement.** Any provision of this Lease, which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof any such other provisions shall remain in full force and effect. This Lease and the Exhibit attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by the parties hereto or their successor in interest.

13.11. **Termination of Lease.**

13.11.1. This Lease may be terminated at any time by the parties upon mutual agreement upon giving at least sixty (60) days prior written notice to the other party.

13.11.2. This Lease may be terminated by the Landlord, if tenant, tenant's guests, business partners or stakeholders create a hostile or disruptive environment or working conditions for landlord, landlord's guests or business partners, The Landlord must give a thirty (30) notice to cure the violation. If the violation is not cured within thirty (30) days of the Notice to Cure, the Landlord may terminate the Lease giving a written thirty (30) day Notice of Termination.

13.11.3. This Lease may be terminated immediately upon giving at least five (5) days prior written notice by either party depending on severity of the hostile/disruptive environment created as per Subsection 13.11.2, or due to extenuating circumstances that make the building unsafe and/or uninhabitable.

13.11.4. Should this Lease be terminated sooner than June 30, 2017, the Landlord shall reimburse the City the prorated rent amount of \$400.00 per month that has been paid beyond the termination date.

13.12. **Taxes.** Landlord shall pay all taxes or assessments levied upon real property containing the Premises, but shall not be liable for any taxes or assessments levied against the personal property or fixtures of City. Property owned by City, as a governmental entity is exempt from state taxation under California Revenue and Taxation Code section 202(a)(4) and Section 3(b) of Article XIII of the California Constitution. In the event any or all of City's tenant improvements, equipment, furniture, fixtures and personal property shall be assessed with the Building, Landlord shall immediately notify City and City shall cause such property to be separately assessed to City.

13.13. **Time.** Time is of the essence with respect to the performance of every provision of this Lease in which time or performance is a factor. All references in this Lease to "**days**" shall mean calendar days unless specifically modified herein to be "business" or "working" days.

13.14. **Waiver.** Waiver by Landlord or City of any of the provisions or conditions contained herein shall not be deemed a continuing waiver.

13.15. **Insurance Indemnity.** The Lessee is self-insured and will provide proof upon execution of this Agreement via a City Self Insured Letter dated January 8, 2016 and hereto attached and such described coverage shall remain effective and unchanged throughout the term of this Agreement.

13.16 **Entire Agreement.** This lease and Exhibit A constitute the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, representations and understandings. Any and all modifications or amendments to the Lease must be in writing and signed by both parties.

IN WITNESS WHEREOF, ABS Mayer Bricker, LLC, Landlord herein, and the City of Los Angeles, a municipal corporation, acting by and through its Department of Neighborhood Empowerment, Tenant herein, and have both executed this lease. Execution of this lease by the Tenant, City of Los Angeles, shall be deemed to have occurred after the City Clerk has signed/attested too same, and the General Manager of the Department of Neighborhood Empowerment has signed, dated, and delivered the lease to Landlord. If the space provided in Section 1.1 of this Lease is blank the General Manager of the Department of Neighborhood Empowerment may enter a date in such space for reference purposes, although the effective date of the lease shall remain the date it is executed by the Tenant, City of Los Angeles, as set forth above.

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting
by and through its DEPARTMENT OF
NEIGHBORHOOD EMPOWERMENT

By: _____
GRAYCE LIU, General Manager

DATE: _____

**HOLLYWOOD STUDIO DISTRICT
NEIGHBORHOOD COUNCIL**
Representative

By: _____
DAMIEN BURKE, NC President

DATE: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
CARMEN D. HAWKINS
Deputy City Attorney

DATE: _____

Council File No. _____

Date of Council Approval: _____

Contract Number:

BTRC Number: 0002664298

LANDLORD:

ABS Mayer Bricker, LLC

By: _____
SAMIR SRIVASTAVA, Landlord

DATE: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy

DATE: _____

At the May 8th meeting, the HSDNC Board approved the following resolution:

"WHEREAS, the Hollywood Studio District Neighborhood Council (HSDC) is in continuing need of office space;
and

WHEREAS, the HSDNC currently leases an office at 5500 Hollywood Boulevard #313, Los Angeles, CA 90028
from ABS Mayer Bricker LLC; and

WHEREAS, said lease expires at the end of the 2016-2017 fiscal year; therefore be it

RESOLVED, the Hollywood Studio District Neighborhood Council approves renewing the office space lease
agreement between HSDNC and ABS Mayer Bricker LLC for the 2017-2018 fiscal year in the amount of \$400
per month."

The only changes to the lease that I know of are:

Section 2.2 addition copy to: Damien Burke, NC Board Chair.

Similarly, on the signature page the HSDNC rep should be Damien Burke, NC Board Chair.

Kent, do you have the funding request form Jeff is referring to?

Thanks!