

**Department of Neighborhood Empowerment**

Reporting Month:

JUNE

MONTHLY EXPENDITURE REPORT

NC Name:

Hollywood Studio District

Submitted:

8/12/2017 11:46:09

Budget Fiscal Year:

2016-2017



FILL IN ALL THE UNSHADED (WHITE) FIELDS (Must be submitted to the Department within 10 days of Board Approval along with documentation and hard copy)

EXPENDITURES BY LINE ITEM (for more than 12 expenditures, you may continue entering on page 3 of this worksheet - see below)

A	VENDOR	INVOICE NUMBER	APPROVAL CODE	DATE / DESCRIPTION	BUDGET CATEGORY	OUT OF STATE VENDOR	1099 Reportable	TOTAL
1	Ooma			6/5 - Phone Service	OPERATIONS	<input type="checkbox"/>	<input type="checkbox"/>	\$15.38
2	ABS			6/8 Rent- Apr-May-Jun	OPERATIONS	<input type="checkbox"/>	<input type="checkbox"/>	\$1,200.00
3						<input type="checkbox"/>	<input type="checkbox"/>	
4	Google			6/9 Email and Docs	OPERATIONS	<input type="checkbox"/>	<input type="checkbox"/>	\$230.00
5	EnrichLA			6/12 Garden Program	NPG	<input type="checkbox"/>	<input type="checkbox"/>	\$1,500.00
6	City of LA Publishing Services			6/12 Business Cards	OPERATIONS	<input type="checkbox"/>	<input type="checkbox"/>	\$66.00
7	City of LA Publishing Services			6/12 Business Cards	OPERATIONS	<input type="checkbox"/>	<input type="checkbox"/>	\$132.00
8	City of LA Publishing Services			6/12 Business Cards	OPERATIONS	<input type="checkbox"/>	<input type="checkbox"/>	\$105.00
9	City of LA Publishing			6/12 Business Cards	OPERATIONS	<input type="checkbox"/>	<input type="checkbox"/>	\$62.50
10	City of LA Publishing			6/12 Business Cards	OPERATIONS	<input type="checkbox"/>	<input type="checkbox"/>	\$66.00
11	City of LA Publishing			6/12 Business Cards	OPERATIONS	<input type="checkbox"/>	<input type="checkbox"/>	\$105.00
12	Nize Printing			6/14 Outreach Mailer	OUTREACH	<input type="checkbox"/>	<input type="checkbox"/>	\$8,505.00
<b>SUBTOTAL: Expenditures by Line Item (May include totals on page 3, if entered)</b>								<b>\$12,045.88</b>
<b>B CUMULATIVE EXPENDITURES FROM PRIOR MONTHS (CURRENT FISCAL YR)</b>								<b>\$11,933.80</b>
<b>C OUTSTANDING COMMITMENTS (OBLIGATIONS)</b>								
1						<input type="checkbox"/>	<input type="checkbox"/>	
2						<input type="checkbox"/>	<input type="checkbox"/>	
3						<input type="checkbox"/>	<input type="checkbox"/>	
4						<input type="checkbox"/>	<input type="checkbox"/>	
5						<input type="checkbox"/>	<input type="checkbox"/>	
6						<input type="checkbox"/>	<input type="checkbox"/>	
7						<input type="checkbox"/>	<input type="checkbox"/>	
8						<input type="checkbox"/>	<input type="checkbox"/>	
9						<input type="checkbox"/>	<input type="checkbox"/>	
10						<input type="checkbox"/>	<input type="checkbox"/>	
<b>SUBTOTAL: Outstanding Commitments (Includes total on page 3)</b>								<b>\$0.00</b>
<b>D Total Expenditures &amp; Commitments</b>								<b>\$23,979.68</b>
<b>E Total Adjustments (such as use taxes assessed, prior fiscal years items, etc) (use '-' for credits, '+' for deductions)</b>								<b>\$0.00</b>
<b>F Approved Budget 2016-2017</b>								<b>\$42,000.00</b>
<b>G Balance of Budget 2016-2017</b>								<b>\$18,020.32</b>

Revision Date 08/09/16

Reporting Month:	JUNE
NC Name:	Hollywood Studio District

MONTHLY CASH RECONCILIATION				
Beginning Balance (A)	Funds Deposited (B)	Total Available (C) = (A+B)	Cash Spent this Month (D)	Remaining Balance (E) = C - D
\$30,099.39	\$0.00	\$30,099.39	\$12,045.88	\$18,053.51

MONTHLY CASH FLOW ANALYSIS						
Category Identifier	Budget Category	Adopted Budget (A)	Total Spent this Month (B)	FY 2015-16 Expenses Cleared in FY 2016-17 (C)	Total Spent in Prior Months (D)	Unspent Budget Balance (E) = A - B - D
100	Operations	\$23,980.00	\$2,040.88	\$0.00	\$10,105.38	\$11,833.74
200	Outreach	\$18,020.00	\$8,505.00	\$0.00	\$1,828.42	\$7,686.58
300	Community Improvement	\$0.00	\$0.00	\$0.00		\$0.00
400	NPG	\$0.00	\$1,500.00	\$0.00		(\$1,500.00)
500	Elections		\$0.00	\$0.00		\$0.00
	TOTAL	\$42,000.00	\$12,045.88	\$0.00	\$11,933.80	\$18,020.32

NEIGHBORHOOD COUNCIL DECLARATION			
We, the Treasurer and Signer of the above indicated Council, declare that the information presented on this form is accurate and complete, and will furnish additional documentation to the Department of Neighborhood Empowerment upon request.			
Treasurer Signature		Signer's Signature	
Print Name	Kent Winfrey	Print Name	
Date		Date	
NC Additional Comments	There is a difference of \$33.19 between the unspent budget and the balance left in our account at the end of June. In the Treasurer's opinion, this difference should not exist and is likely due to an accounting error that was carried over from earlier in the year. The Treasurer will continue to research this difference.		

ADDITIONAL EXPENDITURES BY LINE ITEM (Optional, do not print page 3 unless you use it)								
A	VENDOR	INVOICE NUMBER	APPROVAL CODE	DATE / DESCRIPTION	BUDGET CATEGORY	OUT OF STATE VENDOR	1099 Reportable	TOTAL
13	Nationbuilder			Website	OPERATIONS	<input type="checkbox"/>	<input type="checkbox"/>	\$59.00
14						<input type="checkbox"/>	<input type="checkbox"/>	
15						<input type="checkbox"/>	<input type="checkbox"/>	
16						<input type="checkbox"/>	<input type="checkbox"/>	
17						<input type="checkbox"/>	<input type="checkbox"/>	
18						<input type="checkbox"/>	<input type="checkbox"/>	
19						<input type="checkbox"/>	<input type="checkbox"/>	
20						<input type="checkbox"/>	<input type="checkbox"/>	
21						<input type="checkbox"/>	<input type="checkbox"/>	
22						<input type="checkbox"/>	<input type="checkbox"/>	
23						<input type="checkbox"/>	<input type="checkbox"/>	
24						<input type="checkbox"/>	<input type="checkbox"/>	
25						<input type="checkbox"/>	<input type="checkbox"/>	
26						<input type="checkbox"/>	<input type="checkbox"/>	
27						<input type="checkbox"/>	<input type="checkbox"/>	
28						<input type="checkbox"/>	<input type="checkbox"/>	
29						<input type="checkbox"/>	<input type="checkbox"/>	
30						<input type="checkbox"/>	<input type="checkbox"/>	
31						<input type="checkbox"/>	<input type="checkbox"/>	
32						<input type="checkbox"/>	<input type="checkbox"/>	
33						<input type="checkbox"/>	<input type="checkbox"/>	
34						<input type="checkbox"/>	<input type="checkbox"/>	
35						<input type="checkbox"/>	<input type="checkbox"/>	
36						<input type="checkbox"/>	<input type="checkbox"/>	
SUBTOTAL: Expenditures by Line Item								\$59.00



# STATEMENT OF ACCOUNTS

UNION BANK  
CENTURY CITY 0206  
PO BOX 512380  
LOS ANGELES CA 90051-0380

**HOLLYWOOD STUDIO DISTRICT NEIGHBORHOOD C  
OUNCIL**  
**200 N SPRING ST FL 20**  
**LOS ANGELES CA 90012-4801**

Page 1 of 2  
**Statement Number: 007XXXXXXX**  
06/01/17 - 06/30/17

**Telephone Banking**  
For 24-hour Automated Direct Service  
800-238-4486  
800-826-7345(TDD)  
Representatives are available  
Monday through Saturday

To open additional accounts,  
or apply for loans, call your  
banking office at 310-551-8900

You may also access your account online  
at [unionbank.com](http://unionbank.com)

Thank you for banking with us  
since 2014

## Business Basics Checking Summary

Account Number: 007XXXXXXX

Days in statement period: 30

<b>Balance on 6/1</b>	<b>\$</b>	<b>30,099.39</b>
Additions		0.00
Subtractions		-30,099.39
Checks		-1,736.50
Payments		-10,005.00
Purchases		-304.38
Other Withdrawals		-18,053.51
<b>Balance on 6/30</b>	<b>\$</b>	<b>0.00</b>
Statement Average Ledger Balance		21,664.21

## Checks

Number	Date	Reference	Amount	Number	Date	Reference	Amount
5022	6/8	08325700	1,200.00	5027	6/12	08417204	62.50
5024*	6/12	08417198	66.00	5030*	6/12	08417210	66.00
5025	6/12	08417200	132.00	5031	6/12	08417212	105.00
5026	6/12	08417202	105.00				
<b>Total</b>							<b>\$ 1,736.50</b>

\* Checks missing in sequence. Out of sequence check numbers may also be located in the Payments section of your statement.

## Payments online and electronic banking

Date	Description/Location	Reference	Amount
6/12	ENRICH LA ONLINE PMT WEB 50060168	\$	1,500.00
6/14	NIZE PRINTING ONLINE PMT WEB 52611476		8,505.00
<b>Total</b>			<b>\$ 10,005.00</b>

## Purchases ATM card and Debit card™ purchases

Date	Description/Location	Reference	Amount
6/5	OOMA, INC 888-711-6662 CA 888-711-6662 CA	73356365	\$ 15.38
6/9	GOOGLE *SV CC GOOGLE.CO CA CC	73285147	230.00
6/26	NATIONBUIL 02133944623 CA 02133944623 CA	70069352	59.00
<b>Total</b>			<b>\$ 304.38</b>

**Other Withdrawals** *including fees and adjustments*

<i>Date</i>	<i>Description/Location</i>	<i>Reference</i>	<i>Amount</i>	
6/8	STOP PAYMENT FEE ONLINE BANKING	65003890	\$	15.00
6/29	CLOSING TRANSACTION	99350714		18,038.51
<b>Total</b>			<b>\$</b>	<b>18,053.51</b>

**Information and Banking Office Services**

**For each monthly statement period your account includes:**

- Unlimited free Information Services calls to 24-hour Automated Direct Service
- Banking office Information Services calls are \$0.00
- Banking office deposits are \$0.00

Your account was not charged for information and banking office services during the statement period.

Department of Neighborhood Empowerment

Board Vote Form

NC NAME: Hollywood Studio District

Budget Fiscal Year: 2016-2017

Meeting Date: 14-Nov-16

Agenda Item: VII.D

**EMPOWER LA**

Part of the  
NEIGHBORHOOD EMPOWERMENT

USE THIS FORM FOR THE FOLLOWING FUNDING ITEMS:

- ☐ APPROVAL OF MONTHLY EXPENDITURE REPORT  
☒ BUDGET PACKAGE APPROVAL / AMENDMENT  
☐ APPOINTMENT OF FUNDING OFFICER / CARDHOLDER  
☐ OTHER NON-FUNDING ACTION ITEM

Description: Vote to approve revised Hollywood Studio District Neighborhood Council Budget

**Vote Count**

\*Recused-Boardmember must leave the room prior to any discussion and may not return to the room until after the vote is completed.

Board Member Name	Board Position	Yes	No	Abstain	*Recused	Absent	Ineligible
Homer Alba	Bus Tenant Seat/PLUM Com Chair	X					
Alex Alferov	Property Owner Seat	X					
Damien Burke	Stakeholder Rep 1/Vice-Chair	X					
Jonathan Collins	At-Large Tenant Seat/Youth Com Chair					X	
Paul Dougherty	At-Large Tenant Seat	X					
Efrain González	At-Large Tenant Seat					X	
Doug Haines	At-Large Tenant Seat	X					
Dassler Jimenez	Stakeholder Representative 5	X					
Anthony Lagasca	Stakeholder Representative 2/Chair	X					
Melvyn Marroquin	Stakeholder Representative 7/Secretary					X	
Anita McMillan	At Large	X					
Daniel Moreno	Stakeholder Representative 6	X					
Bill Murphy	At-Large Tenant Seat	X					
Jose Torres	Property Owner Seat					X	
Luke Vincent	At-Large Tenant Seat	X					
Jason Vogel	Property Owner Seat					X	
Kent Winfrey	Property Owner Seat/Treasurer	X					
NC Quorum:	11	<b>Totals:</b>	12			5	

We, the Treasurer and Signer of the above indicated Council, declare that the information presented on this form is accurate and complete, and that a public meeting was held in accordance with the Brown Act, where with a quorum of Board Members present, the Council approved the above action.

Treasurer's Signature:	<i>Kent Winfrey</i>	Signer's Signature:	<i>Anthony Lagasca</i>
Print/Type name:	KENT WINFREY	Print/Type name:	ANTHONY LAGASCA
Date:	11-14-16	Date:	11/14/2016
NC Additional Comments			



**Hollywood Studio District Neighborhood Council**  
**Budget for Fiscal Year 2016-2017**  
**APPROVED on Nov. 14 2016**

**Funds**

Total Annual Allocation	\$	42,000.00
-------------------------	----	-----------

**Budget**

Category				
<b>100 Operations</b>				
Monthly Copier/Printer/Scanner Lease	\$			Total
Monthly Rent-ABS LLC	\$			3,185
Monthly Running Costs (Ooma,Google,Office Supplies,Postage,Web)	\$			4,100
Monthly Food	\$			6,192
Monthly Staffing and Temp	\$			3,153
Monthly Incidentals	\$			3,100
Monthly Office Equipment (Projector,Camera,Livestream Cam,hard	\$			1,151
	\$			1,199
	\$			.
<b>SUB TOTAL:</b>		57.10%	\$	23,180
<b>200 Outreach</b>				
Monthly Unallocated/Misc	\$			12,131
Monthly Printing Including Business Cards	\$			2,104
Monthly Booth Rental	\$			1,100
Oct-16 HUNC (Speaker Series,Ballot Initiative, Renters' Alliance)	\$			792
Oct-16 Swag	\$			118
Nov-16 Folding Table	\$			75
<b>SUB TOTAL:</b>		42.90%	\$	18,120
<b>300 Community Improvement</b>				
	\$			
	\$			
	\$			
	\$			
<b>SUB TOTAL:</b>		0.00%	\$	-
<b>400 Neighborhood Purpose Grants</b>				
	\$			
	\$			
	\$			
	\$			
<b>SUB TOTAL:</b>		0.00%	\$	-
<b>500 Elections</b>				
	\$			
	\$			
	\$			
	\$			
<b>SUB TOTAL:</b>		0.00%	\$	-
<b>GRAND TOTAL:</b>			\$	42,000

**Budget Narrative:**

The budget is ever changing and will be updated on a regular basis. The forms which are provided the HSDNC are timely, but inadequate in the opinion of the treasurer.

Projected Recurring Monthly Operational Expenses	Monthly Amount*
Vendor - Item/Service Description	
1 Copier/Printer/Scanner Lease	\$164.24
2 Rent	\$400.00
3 Running Costs(Ooma,Google,Office Supplies,Postage,Web)	\$645.50
4 Food	\$275.00
5 Staffing and Temp	\$400.00
6 Incidentals	\$50.00
<b>Total Monthly Operational Expenses</b>	<b>\$1,934.74</b>

\* Recurring monthly operational expenses only

Revised 1/10/16

[illegible]



## 200 • Outreach

[illegible]



# INVOICE

**Ooma, Inc.**  
 1880 Embarcadero Rd  
 Palo Alto, CA 94303  
 +1-866-939-6662  
 www.ooma.com

INVOICE ID	DATE	STATUS	BILL TO
BILL-152- t9uwxbu473plcazkm	2017-06-03	PAID	Hollywood Studio District Neighborhood Council  5500 HOLLYWOOD BLVD FL LOS ANGELES, CA 90028- +1-323-301-4818

Item	Qty	Price	Subtotal
Base Phone Service	1	\$0.00	\$0.00
Ooma Premier Monthly Service	1	\$9.99	\$9.99

Subtotal:	\$9.99
Taxes and Fees for 90028:	
Regulatory Compliance Fee:	\$1.98
911 Service Fee:	\$1.79
Federal Universal Service Charge and Regulatory Fees:	\$0.75
City utility tax:	\$0.46
CA DDTP Surcharge:	\$0.04
CA High Cost Fund-A Surcharge:	\$0.03
CA Teleconnect Fund Surcharge:	\$0.07
State 911:	\$0.04
State USF:	\$0.23
<b>Total:</b>	<b>\$15.38</b>

**Thanks for being an Ooma customer!**

## CONTRACT SUMMARY SHEET

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

DATE: 3/20/2017

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

FROM (DEPARTMENT): City Clerk

CONTACT PERSON: Jeffrey S. Brill PHONE: 213-978-1223

CONTRACT NO.: C-129067 COUNCIL FILE NO.: \_\_\_\_\_

ADOPTED BY COUNCIL: \_\_\_\_\_

DATE

APPROVED BY BPW: \_\_\_\_\_

DATE

NEW CONTRACT ☒ \_\_\_\_\_

AMENDMENT NO. \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_

SUPPLEMENTAL NO. \_\_\_\_\_

CHANGE ORDER NO. \_\_\_\_\_

CONTRACTOR NAME: ABS Mayer Bricker LLC

TERM OF CONTRACT: July 1, 2016 THROUGH: June 30, 2017

TOTAL AMOUNT: \$4,800

### PURPOSE OF CONTRACT:

Executed Neighborhood Council Lease Agreement between the City, through the Department of Neighborhood Empowerment on behalf of Hollywood Studio District Neighborhood Council and ABS Mayer Bricker LLC for the office space located at 5500 Hollywood Boulevard, Suite 313, Los Angeles, CA 90028.

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

# 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 4<sup>th</sup> 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, 20<sup>th</sup> 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, 20<sup>th</sup> Floor, Suite 2005  
Los Angeles, CA 90012  
Telecopier: (213) 485-4608

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

With an additional copy to:  
Danien Burke, NC President  
Hollywood Studio District Neighborhood Council  
5500 Hollywood Blvd., Suite 313  
Los Angeles, CA 90028  
[chair@HSDNC.org](mailto:chair@HSDNC.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 4<sup>th</sup> 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 February 6, 2017 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

DocuSigned by:  
By: Grayce Liu  
7E908E9C87014F2  
GRAYCE LIU, General Manager  
DATE: 3/17/2017

**HOLLYWOOD STUDIO DISTRICT  
NEIGHBORHOOD COUNCIL**  
Representative

By: Damien Burke, NC President  
DATE: Mar 13, 2017

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

DocuSigned by:  
By: Carmen Hawkins  
CARMEN D. HAWKINS  
Deputy City Attorney  
DATE: 3/17/2017

Council File No. \_\_\_\_\_  
Date of Council Approval: \_\_\_\_\_  
Contract Number: C-129067  
BTRC Number: 0002664298

**LANDLORD:**

ABS Mayer Bricker, LLC

By: SAMIR SRIVASTAVA  
SAMIR SRIVASTAVA, Landlord

DATE: 03/01/2017

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

DocuSigned by:  
By: Brian Walters  
20D839FBC616471... Deputy  
DATE: 3/20/2017

EXHIBIT “A”

# STANDARD PROVISIONS FOR CITY CONTRACTS

## TABLE OF CONTENTS

PSC-1	<u>CONSTRUCTION OF PROVISIONS AND TITLES HEREIN</u> .....	1
PSC-2	<u>NUMBER OF ORIGINALS</u> .....	1
PSC-3	<u>APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT</u> .....	1
PSC-4	<u>TIME OF EFFECTIVENESS</u> .....	2
PSC-5	<u>INTEGRATED CONTRACT</u> .....	2
PSC-6	<u>AMENDMENT</u> .....	2
PSC-7	<u>EXCUSABLE DELAYS</u> .....	2
PSC-8	<u>BREACH</u> .....	2
PSC-9	<u>WAIVER</u> .....	3
PSC-10	<u>TERMINATION</u> .....	3
PSC-11	<u>INDEPENDENT CONTRACTOR</u> .....	4
PSC-12	<u>CONTRACTOR'S PERSONNEL</u> .....	4
PSC-13	<u>PROHIBITION AGAINST ASSIGNMENT OR DELEGATION</u> .....	5
PSC-14	<u>PERMITS</u> .....	5
PSC-15	<u>CLAIMS FOR LABOR AND MATERIALS</u> .....	5
PSC-16	<u>CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED</u> .....	5
PSC-17	<u>RETENTION OF RECORDS, AUDIT AND REPORTS</u> .....	5
PSC-18	<u>FALSE CLAIMS ACT</u> .....	6
PSC-19	<u>BONDS</u> .....	6
PSC-20	<u>INDEMNIFICATION</u> .....	6
PSC-21	<u>INTELLECTUAL PROPERTY INDEMNIFICATION</u> .....	6

## TABLE OF CONTENTS (Continued)

<b>PSC-22</b>	<b><u>INTELLECTUAL PROPERTY WARRANTY</u></b> .....	<b>7</b>
<b>PSC-23</b>	<b><u>OWNERSHIP AND LICENSE</u></b> .....	<b>7</b>
<b>PSC-24</b>	<b><u>INSURANCE</u></b> .....	<b>8</b>
<b>PSC-25</b>	<b><u>DISCOUNT TERMS</u></b> .....	<b>8</b>
<b>PSC-26</b>	<b><u>WARRANTY AND RESPONSIBILITY OF CONTRACTOR</u></b> .....	<b>8</b>
<b>PSC-27</b>	<b><u>NON-DISCRIMINATION</u></b> .....	<b>8</b>
<b>PSC-28</b>	<b><u>EQUAL EMPLOYMENT PRACTICES</u></b> .....	<b>9</b>
<b>PSC-29</b>	<b><u>AFFIRMATIVE ACTION PROGRAM</u></b> .....	<b>11</b>
<b>PSC-30</b>	<b><u>CHILD SUPPORT ASSIGNMENT ORDERS</u></b> .....	<b>15</b>
<b>PSC-31</b>	<b><u>LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE</u></b> .....	<b>16</b>
<b>PSC-32</b>	<b><u>AMERICANS WITH DISABILITIES ACT</u></b> .....	<b>17</b>
<b>PSC-33</b>	<b><u>CONTRACTOR RESPONSIBILITY ORDINANCE</u></b> .....	<b>18</b>
<b>PSC-34</b>	<b><u>MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM</u></b> .....	<b>18</b>
<b>PSC-35</b>	<b><u>EQUAL BENEFITS ORDINANCE</u></b> .....	<b>18</b>
<b>PSC-36</b>	<b><u>SLAVERY DISCLOSURE ORDINANCE</u></b> .....	<b>19</b>
<b>EXHIBIT 1 -</b>	<b>INSURANCE CONTRACTUAL REQUIREMENTS</b> .....	<b>20</b>

## **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.

Form Gen. 133 (Rev. 3/09)

**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](http://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

Form Gen. 133 (Rev. 3/09)

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.



Policy Number: 09438-17-12

# EVIDENCE OF PROPERTY INSURANCE

 DATE (MM/DD/YYYY)  
 02/15/2017

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

AGENCY <b>Sandra Macdonald Agency</b> 17141 Ventura Blvd. #202 Encino, CA 91316	PHONE (A/C, No. Ext): (818) 906-1042	COMPANY <b>TRUCK INSURANCE EXCHANGE</b> <b>FARMERS INSURANCE GROUP OF COMPANIES</b> <b>NAIC #21709</b>	
FAX (A/C, No.): (818) 906-0210	E-MAIL ADDRESS: jmacdon368@aol.com		
CODE:	SUB CODE:		
AGENCY CUSTOMER ID #:			
INSURED <b>ABS MAYER BRICKER LLC</b>  5500 HOLLYWOOD BLVD., 4TH FLOOR-WEST WING LOS ANGELES, CA 90028		LOAN NUMBER	POLICY NUMBER <b>09438-17-12</b>
		EFFECTIVE DATE <b>02/16/2017</b>	EXPIRATION DATE <b>02/16/2018</b>
		<input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:			

## PROPERTY INFORMATION

LOCATION/DESCRIPTION

5500 HOLLYWOOD BLVD  
LOS ANGELES, CA 90028

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

## COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

BUILDING - SPECIAL FORM + \*\*GUARANTEED REPLACEMENT COST\*\*

\$16,359,600

\$ 10,000

BUILDING ORDINANCE

INCLUDED

EMPLOYEE DISHONESTY

\$ 25,000

BUSINESS PROPERTY

\$ 76,800

MECHANICAL BREAKDOWN

INCLUDED

BACK-UP SEWER

\$ 25,000

BUSINESS INCOME - ACTUAL LOSS SUSTAINED

18 MONTHS

GENERAL LIABILITY \$2,000,000 PER OCCURANCE/ \$4,000,000 AGGREGATE

FINE ART FLOATER

\$100,000

EARTHQUAKE SPRINKLER LEAKAGE

INCLUDED

REMARKS (Including Special Conditions)

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2016/03)

© 1993-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD





Hollywood Studio District Neighborhood Council &lt;admin@hsdnc.org&gt;

---

**G Suite: Payment received**

1 message

---

**Google Payments** <payments-noreply@google.com>  
Reply-To: Google Payments <payments-noreply@google.com>  
To: admin@hsdnc.org

Thu, Jun 8, 2017 at 3:36 PM



---

## Payment received

Your payment of \$230.00 was applied to G Suite on Jun 8, 2017.

---

[HELP CENTER](#)[CONTACT US](#)

G Suite customer ID: [hsdnc.org](#) | Payments profile ID: 8653-8004-1581





Office of the City Clerk Administrative Services Division  
Neighborhood Council Funding Section  
Funding Request Form

NC NAME: Hollywood Studio District

Budget Fiscal Year: 2016-2017

Meeting Date: 4-10-17

Agenda Item: XV

- ☐ Operations ☒ Outreach ☐ NC Sponsored Event ☐ Neighborhood Purpose Grant  
☐ Contract / Lease ☐ Board Member Reimbursement ☐ Community Improvement Project  
☐ Out of State ☐ 1099 Expense ☐ One Time Expense ☐ Monthly ☐ Multi# of payments

Requestor: HSDNC

Vendor: NIZE PRINTING

Address: 1631 MARIA ST. #101

City: BURBANK State: CA

Zip Code: 91504 Phone: (818) 350-4431

Amount: \$ UP TO \$10,000

If a bank card exemption of the daily \$2,500 limit is required for this request, please provide the date(s) and amount needed for the daily limit to be lifted:

Public Benefit  
Description

ABILITY TO INFORM CONSTITUENTS ABOUT THE PRESENCE  
AND FUNCTION OF THE HSDNC, AND ENCOURAGE INVOLVEMENT.

Vote Count (Continued on page 2 if more than 20 Board Members)

\*Recused-Boardmember must leave the room prior to any discussion and may not return to the room until after the vote is completed.

Board Member Name	Board Position	Yes	No	Abstain	*Recused	Absent	Ineligible
Alex Aferov	Property Owner	X					
Anita McMillan	At-Large Tenant	X					
Anthony Conley	At-Large Tenant	X					
Bill Murphy	At-Large Tenant	X					
Damien Burke	Stakeholder Rep 1/Vice-Chair	X					
Daniel Moreno	Stakeholder Rep 6	X					
Dassler Jimenez	Stakeholder Rep 5					X	
Doug Haines	At-Large Tenant	X					
Homer Alba	Business Tenant					X	
Jason Vogel	Property Owner					X	
Jonathan Collins	At-Large Tenant	X					
Jose Torres	Property Owner					X	
Kent Winfrey	Property Owner/Treasurer	X					
Luke Vincent	At-Large Tenant					X	
Melvyn Marroquin	Stakeholder Rep 7					X	
Paul Dougherty	At-Large Tenant	X					
Anthony Lagasca	Stakeholder Rep 2/Chair					X	
Carrie Poppy	At-Large Tenant	X					
Jessica Kwon	Business Tenant	X					
Bryan Parent	At-Large Tenant					X	
NC Quorum: <u>11</u>	Grand Total (including page 2):	<u>12</u>				<u>8</u>	

We, the Treasurer and Signer of the above indicated Council, declare that the information presented on this form is accurate and complete, and that a public meeting was held in accordance with the Brown Act, where with a quorum of Board Members present, the Council approved the above action.

Once the Department approves a Funding Request submitted, the Department will transfer the requested amount into the Neighborhood Council's checking account automatically, i.e. no additional Cash Request Form is required.

Treasurer's Signature: <u>KENT WINFREY</u>	Signer's Signature: <u>Anthony Lagasca</u>
Print/Type name: <u>Kent Winfrey</u>	Print/Type name: <u>ANTHONY LAGASCA</u>
Date (mm/dd/yy): <u>5-26-17</u>	Date (mm/dd/yy): <u>05/24/2017</u>
Department Use Only	Authorization Code: <u>17408</u>

☒ Contract >\$2,500 ☐ CIP ☐ NPG ☐ Advanced Payment ☐ Approved ☐ Denied ☐ Sponsored Event

Revised 11/01/16

5.31.17

NC NAME: 0  
Meeting Date: 0



Invoice #HSDNC-003

# INVOICE

Invoice Date: 05/17/2017

Due Date: N/A

Nize Printing

1631 Maria St. #101

Burbank, CA 91504

818-350-4431

**Hollywood Studio District Neighborhood Council**

Kent Winfrey

Description	Time/Quantity	Rate (USD)	Tax	Total
Mailer - Prints 6.5x9 Double Sided mailers	20000	\$ 0.095	No Tax	\$ 1,900.00
Bundling Fee Bundle in packs of 100.	1	\$ 300.00	No Tax	\$ 300.00
EDDM postage	16500	\$ 0.17	No Tax	\$ 2,805.00
Magnets 2x3.5 Magnets glued to postcards	20000	\$ 0.175	No Tax	\$ 3,500.00

Subtotal: \$ 8,505.00

**Total: \$ 8,505.00**

Due Date: N/A



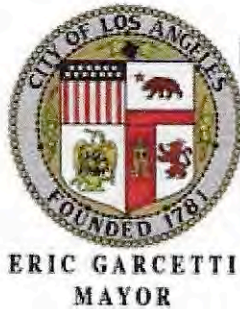
**CITY OF LOS ANGELES**

**HOLLYWOOD STUDIO  
DISTRICT NEIGHBORHOOD  
COUNCIL  
CALIFORNIA**

**OFFICERS:**

**Damien Burke**  
Chair  
**Anthony Conley**  
Vice Chair  
**Kent Winfrey**  
Treasurer  
**Carrie Poppy**  
Secretary

5500 Hollywood Blvd  
Los Angeles, CA 90028  
info@hsdnc.org  
www.hsdnc.org



**ERIC GARCETTI  
MAYOR**

**BOARD MEMBERS:**

Alex	Doug Haines
Alferov	Homer Alba
Anita	Jason Vogel
McMillan	Jessica
Anthony	Kwon
Conley	Jonathan
Anthony	Collins
Lagasca	Jose Torres
Bill	Kent
Murphy	Winfrey
Bryan	Luke
Parent	Vincent
Carrie	Melvyn
Poppy	Marroquin
Damien	Paul
Burke	Dougherty
Daniel	
Moreno	
Dassler	
Jimenez	

**Board Meeting Minutes**

**April 10th, 2017 - 6:30 PM**

Louis B. Mayer Building, 5500 Hollywood Boulevard, Hollywood, CA 90028  
(Parking available in the lot behind the Mayer Bldg. off of Western Avenue)

The City's Neighborhood Council system enables civic participation for all Angelenos and serves as a voice for improving government responsiveness to local communities and their needs. We are an advisory body to the City of Los Angeles, comprised of volunteer stakeholders who are devoted to the mission of improving our communities and bringing government closer to us.

**All items are listed for discussion and possible action, and may be discussed out of order.**

**I. OPENING CEREMONIES**

**(6:48 p.m.)**

- A. Call Meeting to Order** (Damien Burke - Chair)
  - 1. Meeting is called with a 12-person quorum.
- B. Board Roll Call** (Carrie Poppy - Secretary)
  - 1. Present: Alex Alferov, Anita McMillan, Anthony Conley, Bill Murphy, Damien Burke, Daniel Moreno, Doug Haines, Jonathan Collins, Kent Winfrey, Paul Dougherty, Carrie Poppy, Jessica Kwon.
  - 2. Absent: Dassler Jimenez, Homer Alba, Jason Vogel, Jose Torres, Luke Vincent, Melvyn Marroquin, Anthony Lagasca, Bryan Parent
- C. Welcome Remarks** (Damien Burke - Chair)
- D. Introduction of Board Members**

4/10 min. p. 1  
17

## II.COMMUNITY/GOVERNMENT REPORTS & ANNOUNCEMENTS

Representatives from government offices and community-based organizations

### A. LA City Council District Representative(s)

1. Board Vice Chair Anthony Conley reads a report from Dan Halden, which reads:
  - **El Centro Ave Parking Restoration/Red Curb** -- Following up on our discussion from last month's board meeting, two weeks ago LADOT met with stakeholders on El Centro Ave and agreed to install some red curb around the driveways on El Centro to improve visibility. This will result in the loss of a few parking spaces, but since approximately 15-20 parking spaces were recently restored on the block, in total we will still end up with a net parking **GAIN** on El Centro between Lexington and La Mirada.
  - **Overnight Parking District (OPD) 557** -- Over the past year or two, I've been working with neighbors on La Cresta Court, just west of Western, to establish an Overnight Parking District (OPD) on their block, which will restrict parking from 2am to 6am unless you have a permit, which is open to residents and their guests. The residents have obtained the necessary signatures, and the OPD has been approved by Transportation Committee. It should be heard in Council later this month. Assuming it passes the full Council, the OPD should be officially posted, with residents eligible to buy permits, by Summer 2017.
  - **"Great Streets" Bureau of Street Services (BSS) Crew** -- Hollywood Blvd between La Brea and Gower (the Walk of Fame) is one of Mayor Garcetti's designated "Great Streets." As part of this program, the street gets some extra attention from BSS for a couple weeks each year. It's that time of year again. Beginning April 17th, the BSS Great Streets crew will be out on Hollywood Blvd doing some maintenance and extra work in this specific corridor. Please let me know if you have seen anything in this stretch that needs some extra attention -- i.e. clogged gutters, chipped curbs, etc.

### B. California Assembly District Representative(s)

1. Representative Seamus Garrity gives report on 2017 laws which pertain to us. Invites members of the board and community to reach out about bills to propose, especially for 2018. You can reach him at [seamus.harrity@asm.ca.gov](mailto:seamus.harrity@asm.ca.gov).

### C. LAPD (Senior Lead Officer Armen Sevdalian)

1. Officer Sevdalian gave a report on crime and safety in our area. He reported that a lot of car breakins happen in our area when people leave their keys in their car, in plain sight. He also says there is a lot of mail theft. Any mail theft can be reported to the postal inspector.

### D. Other Government Departments/Agencies

1. None.

### E. Community Organizations

1. None.

## III.GENERAL PUBLIC COMMENT ON NON-AGENDA ITEMS

Comments from the public on non-agenda items within the Board's jurisdiction

(Up to 2 minutes per speaker; speakers are requested to fill out speaker cards)

- A. Ziggy Kruse: Ms. Kruse believes that some items on previous HSDNC agendas and monthly expense reports have been improperly documented or itemized. She particularly singled out a dinner on 9-30-16, on which she states that a meeting at a brewhouse with an approximately \$30 bill is not properly itemized.
- B. Noel Hyun: Ms. Hyun is a Land Use and Development lawyer, working with Crossroads Hollywood. She reports that information on this project will be on the city website soon, along with a draft environmental impact report. Ms. Hyun's contact information may be found [here](#).
- C. Noelle Maryne: Ms. Maryne handed out fliers for an upcoming symposium on prescription drug addiction, "Addiction can start with a prescription." This is part of the ongoing series by Behavioral Health Services Hollywood Family Recovery Center.

4/10/17 - p. 2  
17



- D. Keith Cornella: Mr. Cornella, who was present at a previous executive committee meeting, suggested that the board use its resources on mailers rather than on an outreach party. He handed out a sample postcard/flier he had drawn up.
- E. Jeremiah Rilhardt: Mr. Rilhardt said he is being evicted from his building in order to build a hotel.

#### IV. NEW BUSINESS

Matters/issues not previously identified for future board consideration and action

(Up to 2 minutes per speaker; speakers are requested to fill out speaker cards)

- A. Carrie Poppy reports on her opinion on a visit she and Anthony Conley's to the stretch of El Centro which was discussed at an earlier meeting.

#### V. REPORT FROM THE CHAIR

##### A. Budget Representatives needed

Each Neighborhood Council is responsible for choosing two Budget Representatives to advise the Mayor and the City Council on the City Budget. The Budget Representatives chosen will represent the HSDNC from July 1, 2017 through June 30, 2018.

##### B. Liaisons needed

Empower LA has asked that we appoint a single contact person for certain subject matters. City officials, departments, and other NCs will invite this person to meetings or events of interest and ask for receive feedback or to request help in sharing information with NCs and stakeholders. HSDNC still needs liaisons for:

1. Grievance Panels
2. Homelessness
3. Legal

#### VI. ADMINISTRATIVE ITEMS

- A. Ms. Ziggy Kruse made an urgent public records request for all receipts referenced in the M.E.R. presented by Kent Winfrey at same meeting.
- B. Approved the May 9, 2016 Board meeting minutes
  1. YES: Damien Burke, Doug Haines, Jonathan Collins, Kent Winfrey, Paul Dougherty
  2. NO: 0
  3. ABSTAIN: Alex Alferov, Anita McMillan, Anthony Conley, Bill Murphy, Daniel Moreno, Carrie Poppy, Jessica Kwon
- C. Approved the AMENDED June 29, 2016 Board meeting minutes
  1. YES: Damien Burke, Daniel Moreno, Doug Haines, Jonathan Collins, Kent Winfrey, Paul Dougherty
  2. NO: 0
  3. ABSTAIN: Alex Alferov, Anita McMillan, Anthony Conley, Bill Murphy, Carrie Poppy, Jessica Kwon
- D. Approved the July 11, 2016 Board meeting minutes
  1. YES: Alex Alferov, Damien Burke, Daniel Moreno, Doug Haines
  2. NO: 0

4/10/17 min. p 3

3. ABSTAIN: Anita McMillan, Anthony Conley, Bill Murphy, Jason Vogel, Carrie Poppy, Jessica Kwon
- E. Approved the August 8, 2016 Board meeting minutes
1. YES: Alex Alferov, Damien Burke, Doug Haines, Jonathan Collins, Kent Winfrey, Paul Dougherty
  2. NO: 0
  3. ABSTAIN: Anita McMillan, Anthony Conley, Bill Murphy, Daniel Moreno, Carrie Poppy, Jessica Kwon
- F. Approved the September 27, 2016 Board meeting minutes
1. YES: Damien Burke, Daniel Moreno, Kent Winfrey, Paul Dougherty
  2. NO: 0
  3. ABSTAIN: Alex Alferov, Anita McMillan, Anthony Conley, Bill Murphy, Doug Haines, Jonathan Collins, Carrie Poppy, Jessica Kwon
- G. Approved the October 10, 2016 Board meeting minutes
1. YES: Anita McMillan, Bill Murphy, Damien Burke, Daniel Moreno, Doug Haines, Jonathan Collins, Kent Winfrey, Paul Dougherty
  2. NO: 0
  3. ABSTAIN: Alex Alferov, Anthony Conley, Carrie Poppy, Jessica Kwon
- H. Approved the AMENDED December 12, 2016 Board meeting minutes
1. YES: Anthony Conley, Bill Murphy, Damien Burke, Daniel Moreno, Doug Haines, Kent Winfrey, Paul Dougherty, Carrie Poppy, Jessica Kwon
  2. NO: 0
  3. ABSTAIN: Alex Alferov, Anita McMillan, Jonathan Collins
- I. Approved the January 9, 2017 Board meeting minutes
1. YES: Anthony Conley, Bill Murphy, Damien Burke, Daniel Moreno, Doug Haines, Kent Winfrey, Paul Dougherty, Carrie Poppy, Jessica Kwon, Alex Alferov, Anita McMillan
  2. NO: Jonathan Collins
  3. ABSTAIN: 0
- J. Approved the March 13, 2017 Board meeting minutes
1. YES: Anthony Conley, Bill Murphy, Damien Burke, Daniel Moreno, Doug Haines, Paul Dougherty, Carrie Poppy, Jessica Kwon
  2. NO: 0
  3. ABSTAIN: Jonathan Collins, Alex Alferov, Anita McMillan, Kent Winfrey
- K. Approved the Monthly Expenditure Report (MER) for March 2017
1. YES: Anthony Conley, Bill Murphy, Damien Burke, Daniel Moreno, Doug Haines, Paul Dougherty, Carrie Poppy, Jessica Kwon, Jonathan Collins, Alex Alferov, Anita McMillan, Kent Winfrey
  2. NO: 0
  3. ABSTAIN: 0

## **VII.COMMITTEE REPORTS AND MEMBERSHIP**

Reports from standing and ad hoc committees

4/6/17 min. p.4



Appointing and removing members of standing and ad hoc committees

**A. Outreach**

1. Motion to remove Melvyn Marroquin as chair of this committee.
  - a) YES: Seemingly unanimous
  - b) NO: None
  - c) ABSTAIN: n/a (vote taken as "aye" vs "nay")
2. Motion to install Jessica Kwon as chair of this committee.
  - a) YES: Seemingly unanimous
  - b) NO: None
  - c) ABSTAIN: n/a (vote taken as "aye" vs "nay")

**B. Bylaws, Selection, & Election - Damien Burke**

1. Chairman Burke moves to appoint Richard King to Chair of the Bylaws, Selection and Election committee. Mr. King is a stakeholder and community member who is not currently on the Board. Mr. Burke's motion is seconded, and a vote of aye or nay commences. Hearing only ayes, the motion is carried.
  - a. Motion to install Richard King as chair of this committee.
    - i. YES: Seemingly unanimous
    - ii. NO: None
    - iii. ABSTAIN: n/a ((ote taken as "aye" vs "nay"))

**C. Budget & Finance - Kent Winfrey**

1. No additional information.

**D. Planning & Land Use Management (PLUM) - Homer Alba**

1. *Not present*

**E. Youth - Jonathan Collins**

1. Mr. Collins gave an update about meeting with schools.

**F. Public Safety - Bryan Parent**

1. *Not present*

**G. Ad Hoc IT Committee - Aaron Downes**

1. *Not present*

**VIII. LIAISONS, ALLIANCES, AND COALITIONS**

Reports from liaisons and alliances and coalitions HSDNC is a member of  
Appointment of liaisons and representatives to alliances and coalitions

**A. LANCC - Jose Torres**

1. *Not present*

**B. DWP Advocacy and/or Oversight Committees - Paul Dougherty**

1. Mr. Dougherty reports that if you are a current or former DWP customer, you should receive a letter about the class-action lawsuit.

**C. Purposeful Aging Liaison - Anthony Conley**

1. Mr. Conley reports that he met with senior living facility representatives. Email them if you have any services you think their seniors can use. We can also consider putting things for seniors on our website.

**D. Other liaison, alliance, and coalition reports**

**IX. APPROVED FUNDING UP TO \$60 FOR AN AUDIO RECORDER MEMORY CARD**

- A. YES:** Anthony Conley, Bill Murphy, Damien Burke, Daniel Moreno, Doug Haines, Kent Winfrey, Paul Dougherty, Carrie Poppy, Jessica Kwon, Alex Alferov, Anita McMillan, Jonathan Collins

4/15/17 m.a.p. 5



- B. NO: None
- C. ABSTAIN: None

**X. APPROVED FUNDING UP TO \$30 PER MONTH FOR PODCAST HOSTING**

- A. **YES:** Anthony Conley, Bill Murphy, Damien Burke, Daniel Moreno, Doug Haines, Kent Winfrey, Paul Dougherty, Carrie Poppy, Jessica Kwon, Alex Alferov, Anita McMillan, Jonathan Collins
- B. NO: None
- C. ABSTAIN: None

**XI. APPROVED FUNDING UP TO \$200 FOR THE HSDNC BLOG**

- A. **YES:** Anthony Conley, Bill Murphy, Damien Burke, Daniel Moreno, Doug Haines, Kent Winfrey, Paul Dougherty, Carrie Poppy, Jessica Kwon, Alex Alferov, Anita McMillan, Jonathan Collins
- B. NO: None
- C. ABSTAIN: None

**XII. APPROVED FUNDING UP TO \$1,500 FOR THE GARDEN RANGER PROGRAM NPG**

A. Tomas O'Grady from the Garden Ranger program gives a short presentation on the benefits of a gardening program for school-age children, and requests a grant in the amount of \$1,500 for his nutrition and plant agriculture program.

- 1. **YES:** Anthony Conley, Bill Murphy, Damien Burke, Daniel Moreno, Doug Haines, Kent Winfrey, Paul Dougherty, Carrie Poppy, Jessica Kwon, Alex Alferov, Anita McMillan, Jonathan Collins
- 2. NO: None
- 3. ABSTAIN: None

**XIII. APPROVE FUNDING FOR UP TO \$10,000 TO HOST THE 1st ANNUAL HOLLYWOOD NEIGHBORHOOD BLOCK PARTY ON THE PROPOSED DATE OF AUGUST 20th, 2017**

- A. Neighborhood block party is currently imagined between Hollywood and Franklin.
- B. **YES:** Anthony Conley, Bill Murphy, Damien Burke, Daniel Moreno, Doug Haines, Paul Dougherty, Carrie Poppy, Jessica Kwon, Alex Alferov, Anita McMillan, Jonathan Collins
- C. NO: Kent Winfrey
- D. ABSTAIN: None

**XIV. TABLE A MOTION TO LOCATE THE HSDNC 2017 HOLIDAY PARTY AT THE HELEN BERNSTEIN HIGH SCHOOL FROM APPROXIMATELY 11AM to 6PM**

**XV. APPROVED FUNDING UP TO \$10,000 TO PRINT AND MAIL OUTREACH MATERIALS**

- A. Some board members suggest magnets instead of fliers or postcards. We are told that the city will give us a mailing list.

**XVI. ANNOUNCEMENTS (Board members and stakeholders)**

(Up to 1 minute per speaker; speakers are requested to fill out speaker cards)

- A. **Ziggy Kruse:** Suggests that we work with Lemon Grove to figure out where to go for the holiday party, where there are small kids (not just adolescents).
- B. **Anthony Conley:** Lemon Grove park needs candy for Easter baskets by Friday of this week.

4/15/17 m.m. p. 6

## **XVII.ADJOURNMENT**

9:27 pm

Approved by the Board, May 8, 2017.

**PUBLIC INPUT AT NEIGHBORHOOD COUNCIL MEETINGS** – The public is requested to fill out a “Speaker Card” to address the Board on any agenda item before the Board takes an action on an item. Comments from the public on agenda items will be heard only when the respective item is being considered. Comments from the public on other matters not appearing on the agenda that are within the Board’s jurisdiction will be heard during the General Public Comment period. Please note that under the Brown Act, the Board is prevented from acting on a matter that you bring to its attention during the General Public Comment period; however, the issue raised by a member of the public may become the subject of a future Board meeting. Public comment is limited to 2 minutes per speaker, unless adjusted by the presiding officer of the Board.

**PUBLIC POSTING OF AGENDAS** - HSDNC agendas are posted for public review as follows:

- Lemon Grove Recreation Center, 4959 Lemon Grove Avenue, Los Angeles, CA 90029
- [www.HSDNC.ORG](http://www.HSDNC.ORG)
- You can also receive our agendas via email by subscribing to L.A. City’s Early Notification System at <https://www.lacity.org/subscriptions>

**THE AMERICANS WITH DISABILITIES ACT** - As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities. Sign language interpreters, assistive listening devices and other auxiliary aids and/or services, may be provided upon request. To ensure availability of services, please make your request at least 3 business days (72 hours) prior to the meeting you wish to attend by contacting Damien Burke, Board Chairman, at (323) 301-4818 or email [chair@hsdnc.org](mailto:chair@hsdnc.org).

**PUBLIC ACCESS OF RECORDS** – In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the board in advance of a meeting may be viewed at 4959 Lemon Grove Avenue, Los Angeles, CA 90029, at our website: [www.HSDNC.org](http://www.HSDNC.org) or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Damien Burke, Board Chairman, at (323) 301-4818 or email [chair@hsdnc.org](mailto:chair@hsdnc.org).

**RECONSIDERATION AND GRIEVANCE PROCESS** - For information on the HSDNC’s process for board action reconsideration, stakeholder grievance policy, or any other procedural matters related to this Council, please consult the HSDNC Bylaws. The Bylaws are available at our Board meetings and on our website [www.HSDNC.org](http://www.HSDNC.org).

**SERVICIOS DE TRADUCCION** - Si requiere servicios de traducción, favor de avisar al Concejo Vecinal 3 días de trabajo (72 horas) antes del evento. Favor de entrar en contacto con Damien Burke, el Presidente de la Junta Directiva, por (323) 301-4818 o por correo electrónico al [chair@HSDNC.org](mailto:chair@HSDNC.org) para avisar al Concejo Vecinal.

### **HOLLYWOOD STUDIO DISTRICT NEIGHBORHOOD COUNCIL (HSDNC)**

5500 Hollywood Boulevard #313, Los Angeles, CA 90028

TEL: 323.301.4818 | E-MAIL: [info@hsdnc.org](mailto:info@hsdnc.org) | Website: [www.hsdnc.org](http://www.hsdnc.org)

4/10/17 mm p7



**Department of Neighborhood Empowerment**

200 N. Main Street, Suite 2005, Los Angeles, CA 90012

TEL: 213.978.1551 | TOLL-FREE: 3-1-1 | FAX: 213.978.1751

E-MAIL: [NCsupport@lacity.org](mailto:NCsupport@lacity.org) | Website: [www.EmpowerLA.org](http://www.EmpowerLA.org)

4/10/17 m. p8

# Neighborhood Council Funding Program

## APPLICATION for Neighborhood Purposes Grant (NPG)



This form is to be completed by the applicant seeking the Neighborhood Purposes Grant and submitted to the Neighborhood Council from whom the grant is being sought. All applications for grants must be reviewed and approved in a public meeting. The Neighborhood Council (NC), upon approval of the application, shall submit the approved application along with all required documentation to the Department of Neighborhood Empowerment.

Name of NC from which you are seeking this grant: Hollywood Studio District

### SECTION I - APPLICANT INFORMATION

- 1a) EnrichLA 27-2797687 CA 08/13/11  
**Organization Name** **Federal I.D. # (EIN#)** **State of Incorporation** **Date of 501(c)(3) Status (if applicable)**
- 1b) 2173 Cedarhurst Dr. Los Angeles CA 90027  
**Organization Mailing Address** **City** **State** **Zip Code**
- 1c)      
**Business Address (If different)** **City** **State** **Zip Code**
- 1d) **PRIMARY CONTACT INFORMATION:**  
Tomas O'Grady (323) 387-3866 tomasogrady@enrichla.org  
**Name** **Phone** **Email**
- 2) **Type of Organization- Please select one:**  
☐ Public School *(not to include private schools)* **or** ☒ 501(c)(3) Non-Profit *(other than religious institutions)*  
**Attach Grant Request on School Letterhead** **Attach IRS Determination Letter**
- 3)      
**Name / Address of Affiliated Organization** **City** **State** **Zip Code**  
*(If applicable)*

### SECTION II - PROJECT DESCRIPTION

#### 4) Please describe the purpose and intent of the grant.

EnrichLA will offer our Garden Ranger Program at La Conte Middle School and Citizens of the World Charter School. The Garden Ranger Program offers weekly, interdisciplinary garden-based lessons. These lessons correspond to the California Common Core standards and provide participants with hands-on opportunities to learn about nutrition, science, and environmental stewardship. By years end, hundreds of students at La Conte Middle School and Citizens of the World Charter School will have engaged in the Garden Ranger Program. Our goal is to reach all students within the school. Garden Rangers and garden educators at these sites will also provide maintenance of the garden throughout the academic year and during the summer months to ensure that the garden thrives.

#### 5) How will this grant be used to primarily support or serve a public purpose and benefit the public at-large. (Grants cannot be used as rewards or prizes for individuals)

The Garden Ranger Program offered by EnrichLA positively impacts hundreds of people in the community served by this Neighborhood Council. Additionally, these gardens provide the surrounding community with access to open, green space. Community members—youths and adults alike—are routinely invited to participate in garden events. These garden events or garden workdays provide community members with a fun, active, fulfilling day spent enriching their own neighborhood. Garden workdays also offer the opportunity for neighbors to take home a bag of locally grown produce!

68% of students in Los Angeles County are eligible for free or reduced fee lunches, and 73% are either Latino or Black. According to the CDC, 1 in 3 people will develop diabetes in their lifetime; persons identifying as Latino or Black are 50% more likely to be diagnosed with diabetes than those white. Our Garden Ranger Program aims to change that trend.



### SECTION III - PROJECT BUDGET OUTLINE

6a) Personnel Related Expenses	Requested of NC	Total Projected Cost
La Conte Middle School Garden Ranger	\$ 0.00	\$ 5,400.00
Citizens of the World Charter School Garden Ranger	\$ 0.00	\$ 5,400.00

6b) Non-Personnel Related Expenses	Requested of NC	Total Projected Cost
La Conte Middle School Garden supplies	\$ 750.00	\$ 1,500.00
Citizens of the World Charter School Garden supplies	\$ 750.00	\$ 1,500.00

7) Have you (applicant) applied to any other Neighborhood Councils requesting funds for this project?

☒ No ☐ Yes, please list names of NCs: \_\_\_\_\_

8) Is the implementation of this specific program or purpose described in box 4 above contingent on any other factors or sources or funding? (Including NPG applications to other NCs) ☐ No ☒ Yes, please describe:

Source of Funding	Amount	Total Projected Cost
La Conte Middle School	\$ 3,450.00	\$ 6,900.00
Citizens of the World Charter School	\$ 3,450.00	\$ 6,900.00

9) What is the TOTAL amount of the grant funding requested with this application: \$ 1,500.00

10a) Start date: 04/10/17 10b) Date Funds Required: 04/10/17

10c) Expected completion date: 06/01/18 (After completion of the project, the applicant must submit a follow-up form to the Neighborhood Council and the Department of Neighborhood Empowerment)

### SECTION IV - POTENTIAL CONFLICTS OF INTEREST

11a) Do you (applicant) have a former or existing relationship with a Board Member of the NC?

☒ No ☐ Yes - Please describe below:

Name of NC Board Member	Relationship to Applicant

11b) If yes, did you request that the board member consult the Office of the City Attorney before filing this application? ☐ Yes ☐ No \*(Please note that if a Board Member of the NC has a conflict of interest and completes this form, or participates in the discussion and voting of this NPG, the Department will deny the payment of this grant in its entirety.)

### SECTION V - DECLARATION AND SIGNATURE

I hereby affirm that, to the best of my knowledge, the information provided herein and communicated otherwise is truly and accurately stated. I further affirm that I have read Appendix A, "What is a Public Benefit," and Appendix B "Conflicts of Interest" of this application and affirm that the proposed project(s) and/or program(s) fall within the criteria of a public benefit project/program and that no conflict of interest exist that would prevent the awarding of the Neighborhood Purposes Grant. I affirm that I am not a current Board Member of the Neighborhood Council to whom I am submitting this application. I further affirm that if the grant received is not used in accordance with the terms of the application stated here, said funds shall be returned immediately to the Neighborhood Council.

12a) Executive Director of Non-Profit Corporation or School Principal - REQUIRED\*

Tomas O'Grady Executive Director  4/10/2017  
PRINT Name Title Signature Date

12b) Secretary of Non-profit Corporation or Assistant School Principal - REQUIRED\*

Johanna Recalde Secretary  4/10/2017  
PRINT Name Title Signature Date

\* If a current Board Member holds the position of Executive Director or Secretary, please contact the Department at (213) 978-1551 for instructions on completing this form





**Office of the City Clerk Administrative Services Division  
Neighborhood Council Funding Section  
Funding Request Form**

NC NAME: HOLLYWOOD STUDIO DISTRICT

Budget Fiscal Year: 2016-2017

Meeting Date: 4-10-17

Agenda Item: XII

- ☐ Operations    ☐ Outreach    ☐ NC Sponsored Event    ☒ Neighborhood Purpose Grant  
☐ Contract / Lease    ☐ Board Member Reimbursement    ☐ Community Improvement Project  
☐ Out of State    ☐ 1099 Expense    ☒ One Time Expense    ☐ Monthly    ☐ Multiple # of payments

Requestor: Enrich LA

Vendor: Enrich LA

Address: 2173 CEDARHURST DRIVE

City: LOS ANGELES State: CA

Zip Code: 90027 Phone: 323-387-3866

Amount: \$ UP TO \$1,500

If a bank card exemption of the daily \$2,500 limit is required for this request, please provide the date(s) and amount needed for the daily limit to be lifted:

Public Benefit  
Description

\$1,500 FOR GARDEN RANGER PROGRAM AT LA CONTE Middle school and Citizens of the World charter. Weekly garden-based lessons for students. learn about nutrition, science, environmental stewardship.

**Vote Count** (Continued on page 2 if more than 20 Board Members)

\*Recused-Boardmember must leave the room prior to any discussion and may not return to the room until after the vote is completed.

Board Member Name	Board Position	Yes	No	Abstain	*Recused	Absent	Ineligible
Alex Aferov	Property Owner	✓					
Anita McMillan	At-Large Tenant	✓					
Anthony Conley	At-Large Tenant	✓					
Bill Murphy	At-Large Tenant	✓					
Damien Burke	Stakeholder Rep 1/Vice-Chair	✓					
Daniel Moreno	Stakeholder Rep 6	✓					
Dassler Jimenez	Stakeholder Rep 5					✓	
Doug Haines	At-Large Tenant	✓					
Homer Alba	Business Tenant					✓	
Jason Vogel	Property Owner					✓	
Jonathan Collins	At-Large Tenant	✓					
Jose Torres	Property Owner					✓	
Kent Winfrey	Property Owner/Treasurer	✓					
Luke Vincent	At-Large Tenant					✓	
Melvyn Marroquin	Stakeholder Rep 7					✓	
Paul Dougherty	At-Large Tenant	✓					
Anthony Lagasca	Stakeholder Rep 2/Chair					✓	
Carrie Poppy	At-Large Tenant	✓					
Jessica Kwon	Business Tenant	✓					
Bryan Parent	At-Large Tenant					✓	
NC Quorum: <u>11</u>	Grand Total (including page 2):	<u>12</u>				<u>8</u>	

We, the Treasurer and Signer of the above indicated Council, declare that the information presented on this form is accurate and complete, and that a public meeting was held in accordance with the Brown Act, where with a quorum of Board Members present, the Council approved the above action.

Once the Department approves a Funding Request submitted, the Department will transfer the requested amount into the Neighborhood Council's checking account automatically, i.e. no additional Cash Request Form is required.

Treasurer's Signature: <u>Kent Winfrey</u>	Signer's Signature: <u>Anthony Lagasca</u>
Print/Type name: <u>KENT WINFREY</u>	Print/Type name: <u>ANTHONY LAGASCA</u>
Date (mm/dd/yy): <u>5-22-17</u>	Date (mm/dd/yy): <u>05/25/2017</u>
Department Use Only <input checked="" type="checkbox"/> Contract >\$2,500 <input type="checkbox"/> CIP NPG <input type="checkbox"/> Advanced Payment <input type="checkbox"/> Sponsored Event <input type="checkbox"/> Denied	Authorization Code <u>17409</u>

Revised 11/01/16

NC NAME: \_\_\_\_\_  
Meeting Date: \_\_\_\_\_



**CITY OF LOS ANGELES**

**HOLLYWOOD STUDIO DISTRICT  
NEIGHBORHOOD COUNCIL**

CALIFORNIA

**OFFICERS:**

**Damien Burke**  
Chair

**Anthony Conley**  
Vice Chair

**Kent Winfrey**  
Treasurer

**Carrie Poppy**  
Secretary

5500 Hollywood Blvd. #313  
Los Angeles, CA 90028  
info@hsdnc.org  
www.hsdnc.org



**ERIC GARCETTI**  
MAYOR



**BOARD MEMBERS:**

Alex Alferov	Doug Haines
Anita McMillan	Homer Alba
Anthony Conley	Jason Vogel
Anthony Lagasca	Jessica Kwon
Bill Murphy	Jonathan Collins
Bryan Parent	Jose Torres
Carrie Poppy	Kent Winfrey
Damien Burke	Luke Vincent
Daniel Moreno	Melvyn Marroquin
Dassler Jimenez	Paul Dougherty

**Board Meeting Agenda**

**April 10th, 2017 - 6:30 PM**

Louis B. Mayer Building, 5500 Hollywood Boulevard, Hollywood, CA 90028  
(Parking available in the lot behind the Mayer Bldg. off of Western Avenue)

The City's Neighborhood Council system enables civic participation for all Angelenos and serves as a voice for improving government responsiveness to local communities and their needs. We are an advisory body to the City of Los Angeles, comprised of volunteer stakeholders who are devoted to the mission of improving our communities and bringing government closer to us.

**All items are listed for discussion and possible action, and may be discussed out of order.**

**I. OPENING CEREMONIES**

**(5 mins)**

- A. Call Meeting to Order** (Damien Burke - Chair)
- B. Board Roll Call** (Carrie Poppy - Secretary)
- C. Welcome Remarks** (Damien Burke - Chair)
- D. Introduction of Board Members**

**II. COMMUNITY/GOVERNMENT REPORTS & ANNOUNCEMENTS**

**(10 mins)**

Representatives from government offices and community-based organizations

- A. LA City Council District Representative(s)**
- B. California Assembly District Representative(s)**
- C. LAPD** (Senior Lead Officer Armen Sevdalian)
- D. Other Government Departments/Agencies**
- E. Community Organizations**

**III. GENERAL PUBLIC COMMENT ON NON-AGENDA ITEMS**

**(5 mins)**

Comments from the public on non-agenda items within the Board's jurisdiction  
(Up to 2 minutes per speaker; speakers are requested to fill out speaker cards)

**IV. NEW BUSINESS**

**(5 mins)**

Matters/issues not previously identified for future board consideration and action  
(Up to 2 minutes per speaker; speakers are requested to fill out speaker cards)

**V. REPORT FROM THE CHAIR**

**(5 mins)**

**A. Budget Representatives needed**

Each Neighborhood Council is responsible for choosing two Budget Representatives to advise the Mayor and the City Council on the City Budget. The Budget Representatives chosen will represent the HSDNC from July 1, 2017 through June 30, 2018.

**B. Liaisons needed**

Empower LA has asked that we appoint a single contact person for certain subject matters. City officials, departments, and other NCs will invite this person to meetings or events of interest and ask for receive feedback or to request help in sharing information with NCs and stakeholders. HSDNC still needs liaisons for:

1. Grievance Panels
2. Homelessness
3. Legal

**VI. ADMINISTRATIVE ITEMS**

**(15 mins)**

- A. Approve the May 9, 2016 Board meeting minutes**
- B. Approve the June 29, 2016 Board meeting minutes**
- C. Approve the July 11, 2016 Board meeting minutes**
- D. Approve the August 8, 2016 Board meeting minutes**
- E. Approve the September 27, 2016 Board meeting minutes**
- F. Approve the October 10, 2016 Board meeting minutes**
- G. Approve the December 12, 2016 Board meeting minutes**
- H. Approve the January 9, 2017 Board meeting minutes**
- I. Approve the March 13, 2017 Board meeting minutes**
- J. Approve the Monthly Expenditure Report (MER) for March 2017**

**VII. COMMITTEE REPORTS AND MEMBERSHIP**

**(10 mins)**

Reports from standing and ad hoc committees

Appointing and removing members of standing and ad hoc committees

- A. Outreach - Orletha Andersen**
- B. Bylaws, Selection, & Election - Damien Burke**
- C. Budget & Finance - Kent Winfrey**
- D. Planning & Land Use Management (PLUM) - Homer Alba**
- E. Youth - Jonathan Collins**
- F. Public Safety - Bryan Parent**
- G. Ad Hoc IT Committee - Aaron Downes**

**VIII. LIAISONS, ALLIANCES, AND COALITIONS**

Reports from liaisons and alliances and coalitions HSDNC is a member of

Appointment of liaisons and representatives to alliances and coalitions

- A. LANCC - Jose Torres**
- B. DWP Advocacy and/or Oversight Committees - Paul Dougherty**
- C. Purposeful Aging Liaison - Anthony Conley**
- D. Other liaison, alliance, and coalition reports**

**IX. APPROVE FUNDING UP TO \$60 FOR AN AUDIO RECORDER MEMORY CARD**

**(5 min)**

**X. APPROVE FUNDING UP TO \$30 PER MONTH FOR PODCAST HOSTING**

**(10 min)**



- XI. APPROVE FUNDING UP TO \$200 FOR THE HSDNC BLOG (10 mins)**
- XII. APPROVE FUNDING UP TO \$1,500 FOR THE GARDEN RANGER PROGRAM NPG (20 mins)**  
A. Presentation from Enrich LA
- XIII. APPROVE FUNDING FOR UP TO \$10,000 TO HOST THE 1st ANNUAL HOLLYWOOD NEIGHBORHOOD BLOCK PARTY ON THE PROPOSED DATE OF AUGUST 20th, 2017 (20 min)**
- XIV. APPROVE LOCATING THE HSDNC 2017 HOLIDAY PARTY AT THE HELEN BERNSTEIN HIGH SCHOOL FROM APPROXIMATELY 11AM to 6PM (5 min)**
- XV. APPROVE FUNDING UP TO \$10,000 TO PRINT AND MAIL OUTREACH POSTCARDS (20 min)**
- XVI. ANNOUNCEMENTS (Board members and stakeholders) (5 mins)**  
(Up to 1 minute per speaker; speakers are requested to fill out speaker cards)
- XVII. ADJOURNMENT**

Time allocations for agenda items are approximate and may be shortened or lengthened at the discretion of the Chair.

**PUBLIC INPUT AT NEIGHBORHOOD COUNCIL MEETINGS** – The public is requested to fill out a “Speaker Card” to address the Board on any agenda item before the Board takes an action on an item. Comments from the public on agenda items will be heard only when the respective item is being considered. Comments from the public on other matters not appearing on the agenda that are within the Board’s jurisdiction will be heard during the General Public Comment period. Please note that under the Brown Act, the Board is prevented from acting on a matter that you bring to its attention during the General Public Comment period; however, the issue raised by a member of the public may become the subject of a future Board meeting. Public comment is limited to 2 minutes per speaker, unless adjusted by the presiding officer of the Board.

**PUBLIC POSTING OF AGENDAS** - HSDNC agendas are posted for public review as follows:

- Lemon Grove Recreation Center, 4959 Lemon Grove Avenue, Los Angeles, CA 90029
- [www.HSDNC.ORG](http://www.HSDNC.ORG)
- You can also receive our agendas via email by subscribing to L.A. City’s Early Notification System at <https://www.lacity.org/subscriptions>

**THE AMERICAN WITH DISABILITIES ACT** - As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities. Sign language interpreters, assistive listening devices and other auxiliary aids and/or services, may be provided upon request. To ensure availability of services, please make your request at least 3 business days (72 hours) prior to the meeting you wish to attend by contacting Damien Burke, Board Chairman, at (323) 301-4818 or email [chair@hsdnc.org](mailto:chair@hsdnc.org).

**PUBLIC ACCESS OF RECORDS** – In compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the board in advance of a meeting may be viewed at 4959 Lemon Grove Avenue, Los Angeles, CA 90029, at our website: [www.HSDNC.org](http://www.HSDNC.org) or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact Damien Burke, Board Chairman, at (323) 301-4818 or email [chair@hsdnc.org](mailto:chair@hsdnc.org).

**RECONSIDERATION AND GRIEVANCE PROCESS** - For information on the HSDNC's process for board action reconsideration, stakeholder grievance policy, or any other procedural matters related to this Council, please consult the HSDNC Bylaws. The Bylaws are available at our Board meetings and on our website [www.HSDNC.org](http://www.HSDNC.org).

**SERVICIOS DE TRADUCCION** - Si requiere servicios de traducción, favor de avisar al Concejo Vecinal 3 días de trabajo (72 horas) antes del evento. Favor de entrar en contacto con Damien Burke, el Presidente de la Junta Directiva, por (323) 301-4818 o por correo electrónico al [chair@HSDNC.org](mailto:chair@HSDNC.org) para avisar al Concejo Vecinal.

**HOLLYWOOD STUDIO DISTRICT NEIGHBORHOOD COUNCIL (HSDNC)**

5500 Hollywood Boulevard #313, Los Angeles, CA 90028  
TEL: 323.301.4818 | E-MAIL: [info@hsdnc.org](mailto:info@hsdnc.org) | Website: [www.hsdnc.org](http://www.hsdnc.org)

**Department of Neighborhood Empowerment**

200 N. Main Street, Suite 2005, Los Angeles, CA 90012  
TEL: 213.978.1551 | TOLL-FREE: 3-1-1 | FAX: 213.978.1751  
E-MAIL: [NCsupport@lacity.org](mailto:NCsupport@lacity.org) | Website: [www.EmpowerLA.org](http://www.EmpowerLA.org)



Date: **AUG 13 2011**

ENRICH LA A NONPROFIT CORPORATION  
C/O TOMAS O GRADY  
2173 CEDARHURST DR  
LOS ANGELES, CA 90027

Employer Identification Number:  
27-2797687

DLN:

17053091329041

Contact Person:

JACOB A MCDONALD

ID# 31649

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

May 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

June 10, 2010

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner

Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)



**CITY OF LOS ANGELES**  
OFFICE OF FINANCE  
P.O. BOX 53200  
LOS ANGELES CA 90053-0200

30 100-006172 1111 1

ENRICHLA  
2173 CEDARHURST DR  
LOS ANGELES CA 90027-2108

2173 CEDARHURST DRIVE  
LOS ANGELES, CA 90027-2108

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED				
BUSINESS TAX				
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0002586182-0001-6	L049	Professions/Occupations	04/01/2011	Active

ISSUED BY: *Christopher D. Christensen*  
DIRECTOR OF FINANCE

ENRICHLA  
2173 CEDARHURST DRIVE  
LOS ANGELES, CA 90027-2108  
2173 CEDARHURST DRIVE  
LOS ANGELES, CA 90027-2108

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS  
FORM 2000 (rev. 6/01)

IMPORTANT - READ REVERSE SIDE

P.O. BOX 53200, LOS ANGELES CA 90053-0200



**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Enrich LA

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  
☐ Other (see instructions) ▶ payee

Address (number, street, and apt. or suite no.)

2173 Cedarhurst Dr

Requester's name and address (optional)

City, state, and ZIP code

Los Angeles, CA 90027

List account number(s) here (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.

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

Social security number

or

Employer identification number

27 : 2797607

**Part II Certification**

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶

Date ▶

12/20/2011.

**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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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 Garden Ranger Program

Currently in **74** schools, this innovative program ensures that students benefit from the presence of edible school gardens and that the garden is taken care of throughout the year. A trained garden ranger is consistently on site every week to care for the garden and to deliver our straightforward and cheerful curriculum. We supply all of the materials, seedlings, amendments, teaching supplies and take care of repairs.

### Enjoy

The affordable ranger program allows students to spend valuable time **outdoors**, enjoying and learning from the garden.

### Educate

Our ever-expanding K-12 **interdisciplinary** curriculum engages and challenges students to learn in a unique outdoor classroom- the garden! Our Garden Rangers show the students how they can control the success of the space through their own efforts.



### Care

The Garden Ranger, with the help of the school community, is responsible for the success and **growth** of the garden throughout the school year and during breaks.

### Engage

The Garden Ranger program encourages parent, teacher, student and community **involvement**. Our Garden Rangers blog about their work every week.

**STATEMENT**  
As of 06/01/17

Page: 1

CITY OF LA PUBLISHING SERVICES  
PIPER TECH BLDG. 555 RAMIREZ ST SPACE200  
DEPT. 40, FUND 706, APPR 40000A  
REVENUE SOURCE 4591  
LOS ANGELES CA 90012  
U.S.A.  
Phone: 213 473-8400  
Fax: 213 473-8416  
Customer: HSDNC

HOLLYWOOD STUDIO DISTRICT NC  
ATTN: BILL ZIDE  
5500 HOLLYWOOD BLVD., #400  
CHAUR@HSDNC.ORG  
LOS ANGELES CA 90028

Reference Date	Type	Reference	Original Deposit	Unapplied Deposit	Original Amount	Amount Open
Currency: 04/30/15	USD Inv	95805			66.00	66.00
07/30/15	Inv	97147			66.00	66.00
01/27/16	Inv	100674			132.00	132.00
01/27/16	Inv	100675			66.00	66.00
11/15/16	Inv	104332			105.00	105.00
11/15/16	Inv	104336			105.00	105.00
11/15/16	Inv	104340			62.50	62.50
UNAPPLIED DEPOSITS:				0.00	BALANCE DUE:	602.50 USD
TOTAL UNAPPLIED DEPOSITS:				0.00	TOTAL BALANCE DUE:	602.50 USD
Unapplied Credits and Current						
		Over 30	Over 60		Over 90	Over 120
	0.00	0.00	0.00		0.00	602.50
Unapplied Deposits						
	0.00					

CITY OF LA PUBLISHING SERVICES  
 PIPER TECH BLDG. 555 RAMIREZ ST SPACE200  
 DEPT. 40, FUND 706, APPR 40000A  
 REVENUE SOURCE 4591  
 LOS ANGELES CA 90012  
 U.S.A.  
 Phone: 213 473-8400  
 Fax: 213 473-8416

Invoice Number: 95805  
 Invoice Date: 04/30/15  
 Due Date: 04/30/15  
 Salesperson: NO SALES REP.  
 Purchase Order: AHT

Bill To: HSDNC  
 HOLLYWOOD STUDIO DISTRICT NC  
 ATTN: HARRY SEMERDIAN, 818-813-2112  
 1360 NORTH ST., ANDREWS PLACE  
 ADMIN@HSDN.ORG  
 LOS ANGELES CA 90028

Quantity Ordered	Quantity Shipped	Order Number or Job	Description	Unit Price	Unit of Measure	Amount
200	200	15HSD01	HOLLYWOOD STUDIO DISTRICT BUS CARDS - BILL ZIDE COLOR NC LOGO 2 SIDED 8UP W/COLOR MAPS BACKS \$66.00 C/O BILL ZIDE 323-466-3353	66.0000	Lot	66.00

Subtotal: 66.00

Invoice Total: 66.00



CITY OF LA PUBLISHING SERVICES  
PIPER TECH BLDG. 555 RAMIREZ ST SPACE200  
DEPT. 40, FUND 706, APPR 40000A  
REVENUE SOURCE 4591  
LOS ANGELES CA 90012  
U.S.A.  
Phone: 213 473-8400  
Fax: 213 473-8416

Invoice Number: 97147  
Invoice Date: 07/30/15  
Due Date: 07/30/15  
Salesperson: NO SALES REP.  
Purchase Order: AHT

Bill To: HSDNC  
HOLLYWOOD STUDIO DISTRICT NC  
ATTN: HARRY SEMERDIAN, 818-813-2112  
1360 NORTH ST., ANDREWS PLACE  
ADMIN@HSDN.ORG  
LOS ANGELES CA 90028

Quantity Ordered	Quantity Shipped	Order Number or Job	Description	Unit Price	Unit of Measure	Amount
200	200	15hsd02	HOLLYWOOD STUDIO DISTRICT BUS CARDS - PAUL DOUGHERTY COLOR NC LOGO 2 SIDED 8UP W/ COLOR MAP BACKS \$66.00 C/O PAUL DOUGHERTY 323-875-5204			66.00

Subtotal: 66.00

Invoice Total: 66.00

CITY OF LA PUBLISHING SERVICES  
PIPER TECH BLDG. 555 RAMIREZ ST SPACE200  
DEPT. 40, FUND 706, APPR 40000A  
REVENUE SOURCE 4591  
LOS ANGELES CA 90012  
U.S.A.  
Phone: 213 473-8400  
Fax: 213 473-8416

Invoice Number: 100674  
Invoice Date: 01/27/16  
Due Date: 01/27/16  
Salesperson: NO SALES REP.  
Purchase Order: AHT

Bill To: HSDNC  
HOLLYWOOD STUDIO DISTRICT NC  
ATTN: BILL ZIDE  
5500 HOLLYWOOD BLVD., #400  
CHAUR@HSDNC.ORG  
LOS ANGELES CA 90028

Quantity Ordered	Quantity Shipped	Order Number or Job	Description	Unit Price	Unit of Measure	Amount
400	400	15HSD03	HOLLYWOOD STUDIO DISTRICT NC BUS CARDS 2/C SEAL W/COLOR NC LOGO 8UP 2 SIDED W/COLOR BACKS - 2 NAMES 1 LOT EA \$132.00 C/O CHRISTIAN BECK 323-573-0655			132.00

Subtotal: 132.00

Invoice Total: 132.00

CITY OF LA PUBLISHING SERVICES  
PIPER TECH BLDG. 555 RAMIREZ ST SPACE200  
DEPT. 40, FUND 706, APPR 40000A  
REVENUE SOURCE 4591  
LOS ANGELES CA 90012  
U.S.A.  
Phone: 213 473-8400  
Fax: 213 473-8416

Invoice Number: 100675  
Invoice Date: 01/27/16  
Due Date: 01/27/16  
Salesperson: NO SALES REP.  
Purchase Order: MS

Bill To: HSDNC  
HOLLYWOOD STUDIO DISTRICT NC  
ATTN: BILL ZIDE  
5500 HOLLYWOOD BLVD., #400  
CHAUR@HSDNC.ORG  
LOS ANGELES CA 90028

Quantity Ordered	Quantity Shipped	Order Number or Job	Description	Unit Price	Unit of Measure	Amount
200	200	15HSDF01	HOLLYWOOD STUDIO DISTRICT NC BUS CARDS 2/C SEAL W/COLOR NC LOGO 8UP 2 SIDED W/COLOR BACKS - TYLER AGUIRRE 1 NAME 1 LOT EA \$66.00 C/O TYLER AGUIRRE 713-628-3062			66.00

Subtotal: 66.00

Invoice Total: 66.00

CITY OF LA PUBLISHING SERVICES  
PIPER TECH BLDG. 555 RAMIREZ ST SPACE200  
DEPT. 40, FUND 706, APPR 40000A  
REVENUE SOURCE 4591  
LOS ANGELES CA 90012  
U.S.A.  
Phone: 213 473-8400  
Fax: 213 473-8416

Invoice Number: 104332  
Invoice Date: 11/15/16  
Due Date: 11/15/16  
Salesperson: NO SALES REP.  
Purchase Order: AHT

Bill To: HSDNC  
HOLLYWOOD STUDIO DISTRICT NC  
ATTN: BILL ZIDE  
5500 HOLLYWOOD BLVD., #400  
CHAUR@HSDNC.ORG  
LOS ANGELES CA 90028

Quantity Ordered	Quantity Shipped	Order Number or Job	Description	Unit Price	Unit of Measure	Amount
400	400	17HSD01	HOLLYWOOD STUDIO DISTRICT BUS CARDS - ANTHONY LAGASCA 2/C SEAL WITH COLOR NC LOGO 8UP 2 SIDED W/COLOR MAP BACKS \$105.00 C/O ANTHONY LAGASCA 323-301-4818			105.00

Subtotal: 105.00

Invoice Total: 105.00

CITY OF LA PUBLISHING SERVICES  
PIPER TECH BLDG. 555 RAMIREZ ST SPACE200  
DEPT. 40, FUND 706, APPR 40000A  
REVENUE SOURCE 4591  
LOS ANGELES CA 90012  
U.S.A.  
Phone: 213 473-8400  
Fax: 213 473-8416

Invoice Number: 104336  
Invoice Date: 11/15/16  
Due Date: 11/15/16  
Salesperson: NO SALES REP.  
Purchase Order: AHT

Bill To: HSDNC  
HOLLYWOOD STUDIO DISTRICT NC  
ATTN: BILL ZIDE  
5500 HOLLYWOOD BLVD., #400  
CHAUR@HSDNC.ORG  
LOS ANGELES CA 90028

Quantity Ordered	Quantity Shipped	Order Number or Job	Description	Unit Price	Unit of Measure	Amount
400	400	17HSD02	HOLLYWOOD STUDIO DISTRICT BUS CARDS - 2 NAMES 1 LOT EA \$105.00 C/O ANTHONY LAGASCA 323-301-4818			105.00

Subtotal: 105.00

Invoice Total: 105.00

CITY OF LA PUBLISHING SERVICES  
PIPER TECH BLDG. 555 RAMIREZ ST SPACE200  
DEPT. 40, FUND 706, APPR 40000A  
REVENUE SOURCE 4591  
LOS ANGELES CA 90012  
U.S.A.  
Phone: 213 473-8400  
Fax: 213 473-8416

Invoice Number: 104340  
Invoice Date: 11/15/16  
Due Date: 11/15/16  
Salesperson: NO SALES REP.  
Purchase Order: AHT

Bill To: HSDNC  
HOLLYWOOD STUDIO DISTRICT NC  
ATTN: BILL ZIDE  
5500 HOLLYWOOD BLVD., #400  
CHAUR@HSDNC.ORG  
LOS ANGELES CA 90028

Quantity Ordered	Quantity Shipped	Order Number or Job	Description	Unit Price	Unit of Measure	Amount
200	200	17HSD03	HOLLYWOOD STUDIO DISTRICT NC - DASSLER JIMENEZ BUS CARDS 2/C SEAL WITH COLOR NC LOGO 8UP 2 SIDED W/COLOR MAP BACKS \$47.50 (plus delivery charge) C/O ANTHONY LASCA 323-301-4818			62.50

Subtotal: 62.50

Invoice Total: 62.50

# Hollywood Studio District Neighborhood Council

Kent Winfrey  
CA  
United States

# NationBuilder

520 S. Grand Ave., 2nd floor  
#200  
Los Angeles, CA 90071  
United States

## NationBuilder: hsdnc June 2017

Reference # 375656

Date: 06/24/2017

Status: closed

Quantity	Description	Price per item	Total price
1	NationBuilder Leader plan	29.00 USD	29.00 USD
1	Additional 10k people/2k email list	30.00 USD	30.00 USD
			<b>59.00 USD</b>