

HOLLY L. WOLCOTT  
CITY CLERK

SHANNON D. HOPPE  
EXECUTIVE OFFICER

City of Los Angeles  
CALIFORNIA



ERIC GARCETTI  
MAYOR

OFFICE OF THE  
CITY CLERK

NEIGHBORHOOD AND BUSINESS  
IMPROVEMENT DISTRICT DIVISION  
200 N. SPRING STREET, ROOM 224  
LOS ANGELES, CA 90012  
(213) 978-1099  
FAX: (213) 978-1130

MIRANDA PASTER  
DIVISION MANAGER

[clerk.lacity.org](http://clerk.lacity.org)

July 31, 2017

John Lambeth, President  
Civitas Advisors, Inc.  
1102 Corporate Way, Suite 140  
Sacramento, CA 95831

Reference: CF 13-1193

Dear Mr. Lambeth:

The Office of the City Clerk in compliance with the Los Angeles City Council action of April 25, 2017, has prepared the Agreement for consultant activities and expenses for the entire process related to the establishment of the proposed Hollywood Route 66 Business Improvement District (BID). Enclosed please find two (2) originals of the Agreement between Civitas Advisors, Inc., and the City of Los Angeles.

In order to fully execute this Agreement, please read the entire contract and all accompanying documents, then have the two (2) authorized officers of the corporation sign and date on page 19 of both original contracts.

The Agreement is also comprised by the Standard Provisions for City Contracts and Exhibit 1, which indicates the required insurance and minimum limits required by the City. Ensure that your coverage is current and uploaded by your insurance broker on the City's online portal (<http://track4la.lacity.org/>). Ensure that the City of Los Angeles and its Officers and Employees must be named as additional insured and the City of Los Angeles and all of its Agencies, Boards, and Departments listed as the certificate holder. Please submit a copy of your Certificate of Liability Insurance.

Two copies of the following required contractual documents must be completed and signed by the authorized signatory, and submitted with each of the two original contracts, as listed:

1. Compliance with Child Support Obligations
2. American with Disabilities Act Compliance
3. Contractor Responsibility Questionnaire & Pledge of Compliance
4. W-9 Taxpayer Identification

Applicable Living Wage Ordinance forms and notices will be provided by the City Clerk after contract execution, and must be completed and submitted by Civitas Advisors, Inc. at that time. Failure to do so will result in the withholding of payments by the Office of the Controller.

In addition, **all** City of Los Angeles contractors are now required to complete applicable electronic City Ordinance compliance documents found online on the Los Angeles Business Assistance Virtual Network (BAVN): [http://www.labavn.org/misc/docs/BAVN\\_Registration.pdf](http://www.labavn.org/misc/docs/BAVN_Registration.pdf)

In order to do this, go to the web address above, follow the instructions to create an account and complete the Equal Benefits and First Source Hiring form, the Affirmative Action Program form, and the Slavery Disclosure Ordinance form. When completed, email the BAVN Verification Request form to: [rita.moreno@lacity.org](mailto:rita.moreno@lacity.org).

A copy of the following documents must also be submitted with the signed Agreements:

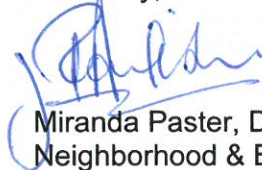
1. Copy of Articles of Incorporation
2. Business Tax Registration Certificate (BTRC) or Exemption letter from the Los Angeles City Office of Finance

Please keep all documents in their original order. One original contract will be kept by the City and the other original of the contract will be sent to you when the contract is attested. Please return all accompanying documents and supporting documentation with both original contracts to:

Rita Moreno, BID Analyst  
Office of the City Clerk, NBID Division  
City of Los Angeles  
200 North Spring Street, Room 224  
Los Angeles, CA. 90012

Please contact Rita Moreno of my staff at (213) 978-1122 if there are any questions. We look forward to working with you. Thank you for your prompt attention and consideration.

Sincerely,



Miranda Paster, Division Manager  
Neighborhood & Business Improvement District Division  
Office of the City Clerk

MCP:RMH:rm

Enclosures

AGREEMENT TO FUND SERVICES FOR  
BUSINESS IMPROVEMENT DISTRICT (BID) ESTABLISHMENT ACTIVITIES

AGREEMENT NO. \_\_\_\_\_

This Agreement (“AGREEMENT”) is entered into by and between the CITY OF LOS ANGELES, a municipal corporation of the State of California (“CITY”), and CIVITAS ADVISORS INC., an economic development consultant (“CONSULTANT”), for services associated with the proposed establishment of the Hollywood Route 66 Business Improvement District (“BID”), with reference to the following facts:

RECITALS

- A. On September 17, 2013, the City Council (Council File No. 13-1193) authorized the expenditure of up to \$40,000 from the Business Improvement District Trust Fund No. 659 (“Fund”), and \$40,000 from the Hollywood Route 66 proponent group or other entity as matching funds for activities related to the establishment of the Hollywood Route 66 Business Improvement District in Council District 13. **Please note: The City of Los Angeles is not responsible for matching funds.**
- B. On September 17, 2013, the City Council authorized the CITY CLERK to prepare, execute, and administer a contract between CITY and CONSULTANT (Council File No. 13-1193).
- C. On June 23, 2017, the Hollywood Route 66 Evaluation Committee selected CIVITAS ADVISORS INC., to provide consulting services for the formation of the Hollywood Route 66 Business Improvement District
- D. The CITY CLERK, as administrator of the Fund and as authorized by City Ordinance No. 171,094, is responsible for preparing the documents required to access the Fund, including this AGREEMENT.
- E. CONSULTANT understands that the CITY CLERK will seek input from representatives of the Council District and POTENTIAL ASSESSEES regarding CONSULTANT’S performance under this AGREEMENT.

DEFINITIONS

For purposes of this AGREEMENT, except as otherwise expressly provided or unless the context requires:

- A. “ADMINISTRATION CONTRACT” means a contract between the CITY of Los Angeles and the non-profit organization approved by CITY Council to provide services to the BID if the proposed HOLLYWOOD ROUTE 66 BID is established by CITY.
- B. “ASSESSMENT BALLOT” means a document that meets the requirements of Government Code Section 53753(c).
- C. “ASSESSMENT BALLOT DRIVE SUPPLEMENTAL MATERIALS & MAILING SUPPLIES” means copies of attachments and notices to be included with the official

mailing of the ASSESSMENT BALLOT, including, but not limited to, copies of the MANAGEMENT DISTRICT PLAN and ENGINEERS REPORT.

- D. "CITY" means the City of Los Angeles, California, a municipal corporation.
- E. "CITY CLERK" means the CITY'S Office of the CITY CLERK. CITY CLERK may be used interchangeably with CITY.
- F. "CONSULTANT" means the person, partnership, firm or corporation, to whom CITY awards a CONTRACT as a result of this RFP, and who is a party thereto.
- G. "DATABASE" means a spreadsheet in electronic format that includes, but is not limited to, the following information: Assessor's Parcel Number, name of property owner, situs address, parcel and/or improvement measurements (as applicable), individual assessment amounts, and the total assessment amount.
- H. "ENGINEER'S REPORT" means a document prepared by a Registered Professional Engineer, which, at a minimum, incorporates information detailed in Subsection (D)(1) of Section 3.1.
- I. "FEASIBILITY STUDY" means a report created by CONSULTANT which provides documented support for the possibility of forming a BID within a specific area which may include part or all of the TARGET AREA.
- J. "MANAGEMENT DISTRICT PLAN" means a document that meets the requirements of Streets and Highways Code Section 36622 and any State and local requirements.
- K. "NON-PROFIT ORGANIZATION" means a California non-profit 501(c) organization legally operating within the State of California, and physically located within the vicinity of the BID area, and who has an interest in the BID and who is capable of administering the services to be located in the BID.
- L. "PETITION" means a document signed by a property owner signifying support for the establishment of a business improvement district in which the property owner will be a POTENTIAL ASSESSEE.
- M. "POTENTIAL ASSESSEE" means any person who might be responsible for the payment of an assessment should the proposed BID to be established.
- N. "PROPONENT GROUP" means the core group of community members leading the effort to establish the BID.
- O. "REGISTERED PROFESSIONAL ENGINEER" means an engineer registered pursuant to the Professional Engineers Act (Chapter 7 of Division 3 of the California Business and Professions Code).
- P. "TARGET AREA" means the geographic area which was identified through City Council action as having possible potential to be, in part or in whole, within a feasible BID boundary.

NOW THEREFORE, CITY and CONSULTANT, in consideration of the recitals above and of the covenants, agreements, and representations below, agree as follows:

#### SECTION 1. TERM OF AGREEMENT

- 1.1. The term of this AGREEMENT will commence on the date of attestation by the CITY CLERK, and will, unless otherwise terminated as set forth herein, end on May 31, 2019. Said term is subject to the provisions herein. Performance shall not commence until the CONSULTANT has obtained the CITY'S approval of the insurance required in PSC-24 of the Standard Provisions for City Contracts (Rev. 3/09), which is attached hereto and incorporated herein as Appendix A.

#### SECTION 2. TOTAL AMOUNT OF FUNDS

- 2.1. The total amount of funds to be disbursed under this AGREEMENT will not exceed \$80,000. Of the total fund available, \$40,000 comes from the CITY CLERK and can only be used on Deliverables 1 through 5. The remaining \$40,000 comes from the Hollywood Route 66 Community, including the Hollywood Route 66 proponent group and other business entities in the target BID area, and can be used on Deliverables 6 and 7 only if a Property-based BID is established by City Council. If a Merchant-based BID is determined to be more feasible or is established instead of a property-based BID, then the maximum funds available is \$40,000.

#### SECTION 3. SCOPE OF WORK AND DELIVERABLES

- 3.1 During the term of this AGREEMENT, CONSULTANT will provide the services and deliverables described herein. The obligations of CONSULTANT include, but are not limited to, the following:
  - A. Determine the feasibility of establishing the proposed BID or any alternative to the proposed BID that would provide basic services similar to those that would be provided by a business improvement district and deliver a FEASIBILITY STUDY report to the CITY CLERK. The FEASIBILITY STUDY shall include, but not be limited to, all of the following:
    1. A detailed explanation of the methods, techniques, and schedules used in concluding all the findings made in the report with supporting documentation for all findings;
    2. The proposed type of feasible BID (Merchant or Property);
    3. The proposed boundaries of the feasible BID; and
    4. Descriptions of any alternatives and the reason why those alternatives may/may not be feasible;

NOTE: If it is determined that a merchant-based BID is more feasible or is established instead of a property-based BID, then the maximum funds for consultant is \$40,000. No matching funds are required for establishment of a merchant-based BID.

- B. Develop, implement and document a process that actively engages all POTENTIAL ASSESSEES to include, at a minimum, property owners, property management businesses, community leaders, and political leaders to educate and build a consensus for the establishment of the BID;
- C. Identify and/or create an informal PROPONENT GROUP of property and/or business owners within the Hollywood Route 66 Business Improvement TARGET AREA by gathering community consensus on possible BID services through the following means, but not limited to:
  - 1. Hold open community “scoping” meetings to educate the community on possible BID services and receive feedback on community services desires;
  - 2. Distribute surveys, interview stakeholders face-to-face, and conduct phone interviews with property and/or business owners to acquire accurate feedback on the need for potential BID services;
  - 3. Facilitate and organize regular meetings of the PROPONENT GROUP (once identified/created);
  - 4. Assist the PROPONENT GROUP (once identified/created) through the legislative and other CITY processes necessary for the establishment of the BID, if a BID is determined to be feasible; and
  - 5. Include the CITY CLERK in PROPONENT GROUP identification/creation process by inviting the CITY CLERK to all meetings and including the CITY CLERK in distribution of all outreach materials;
- D. Have a REGISTERED PROFESSIONAL ENGINEER on staff, or subcontract with one, to perform all necessary services under the contract. The REGISTERED PROFESSIONAL ENGINEER’S duties shall include, but not be limited to:
  - 1. Preparation of a detailed ENGINEER’S REPORT, which:
    - a. Is a complete and stand-alone document that complies with State Law and City Policy;
    - b. Identifies all parcels that will have a special benefit conferred upon them and upon which an assessment will be imposed;
    - c. Identifies and describes, with descriptive and explanatory reasoning, the precise boundaries of the proposed BID and the rational for exclusion and inclusion of property and/or businesses;
    - d. Identifies with particularity any CITY properties contained in the proposed BID;
    - e. Identifies and defines special and general benefits;
    - f. Separates the general from the special benefits conferred on each parcel, including, but not limited to, an explanation of the boundaries of the BID;
    - g. Provides evidentiary support for all assessments to be imposed on each parcel;
    - h. Clearly identifies benefit zones and differences in assessments;

- i. Identifies all formulas used to calculate assessments for each parcel;
    - j. Provides clear and convincing evidence to support any finding or conclusion that publicly-owned parcels actually receive no benefit, and are therefore exempt from assessment;
    - k. Demonstrates that the assessment imposed on each parcel does not exceed the reasonable cost of the proportional special benefit conferred;
    - l. Identifies the parcel, name, address, and percentage of the total assessment CITY and other Government will pay under the proposed BID for each parcel;
    - m. Specifies the total assessment amount CITY will pay for each proposed year of BID operation; and
    - n. Complies with applicable law requirements;
  - 2. Consultation with the CITY CLERK in the initial stages of the BID boundary formation process, which includes, but is not limited to, submitting a draft of the ENGINEER'S REPORT to verify and support the boundaries, assessment formulas, and assessment methodology contained in the BID MANAGEMENT DISTRICT PLAN (described in Section 3.2[E] below) and in the development of the BID MANAGEMENT DISTRICT PLAN, including the possible inclusion of CITY-owned property;
- E. Consult with and include the CITY CLERK and the REGISTERED PROFESSIONAL ENGINEER in the decision-making process to develop a BID MANAGEMENT DISTRICT PLAN, which complies with Streets & Highways Code Section 36622 and other applicable laws, and includes, but is not limited to:
- 1. The proposed BID's Governance/Management structure;
  - 2. Assessment formula and methodology, including the formulas and methods used to assess any specified CITY-owned property within the BID, supported and accompanied by the ENGINEER'S REPORT;
  - 3. Assessor Parcel Numbers and assessment amount for all parcels including CITY and Government parcels within the BID, supported and accompanied by the ENGINEER'S REPORT;
  - 4. Appeal process during BID operation, if applicable;
  - 5. Annual budget for each year of operation;
  - 6. Initial year operating budget;
  - 7. BID improvements and activities; and
  - 8. Assessment boundary and benefit zone map(s) supported and accompanied by the ENGINEER'S REPORT;
- F. Submit drafts of the following documents to the CITY CLERK for review, and refrain from releasing any of these documents to non-CITY CLERK personnel without written CITY CLERK approval (draft documents distributed to the PROPONENT GROUP during document development must be clearly marked as "draft" and distributed on the expressed condition that "any and all of the content is subject to change"):

1. ENGINEER'S REPORT, if applicable;
  2. MANAGEMENT DISTRICT PLAN;
  3. PETITION, if applicable;
  4. ASSESSMENT BALLOT DRIVE SUPPLEMENTAL MATERIALS and mailing supplies, if applicable; and
  5. Any other documentation required by the CITY CLERK;
- G. Evaluate potential boundaries with the assistance of a REGISTERED PROFESSIONAL ENGINEER, identify potential benefit zones within the proposed BID (if appropriate), and make recommendations to the PROPONENT GROUP;
- H. Create, implement and execute communication and marketing programs aimed at developing a consensus of support for the establishment of the BID;
- I. Coordinate and attend all necessary meetings with, POTENTIAL ASSESSEES and the CITY CLERK;
- J. Work with representatives of the City Council to gain authorization for the establishment of the BID, if a BID is determined to be feasible;
- K. Provide a current DATABASE satisfactory to the CITY CLERK and update the DATABASE as needed;
- L. Provide a map and a description of the BID boundaries to the CITY CLERK as required by Streets & Highways Code Section 36622 or other applicable laws;
- M. Advise the CITY CLERK of all CITY-owned properties that may be included in any proposed BID as soon as such information is known to CONSULTANT;
- N. Prepare and deliver, in a form acceptable to the CITY CLERK, property assessment data or other information required by the CITY CLERK to bill for any assessments that may be imposed;
- O. Create and manage the proposed BID PETITION Campaign and assist CITY CLERK by providing materials for the ASSESSMENT BALLOT Drive. ASSESSMENT BALLOT DRIVE SUPPLEMENTAL MATERIALS include mailing supplies for all POTENTIAL ASSESSEES and supplemental materials to be added to the ASSESSMENT BALLOT packet as requested by the CITY CLERK. Provide an updated, current DATABASE to the CITY CLERK for the mailing of the ASSESSMENT BALLOT packets;
- P. Provide additional periodic status reports or intermittent progress reports in a timely fashion as requested by the CITY CLERK and CITY's Council members or their authorized representatives;
- Q. Assist in the creation of a NON-PROFIT ORGANIZATION or the identification of an existing NON-PROFIT ORGANIZATION, which would serve as the owners'



association that administers the BID in accordance with Streets and Highways Code Section 36614.5 or other applicable laws;

- R. Work with the BID Board to ensure bank accounts of the operating NON-PROFIT ORGANIZATION are established, financial and accounting systems and controls are in place; Board established committee(s), policies, and procedures; compliance with Brown Act requirements in holding meetings, adequate insurance coverage is in effect as required by CITY policy, an executed ADMINISTRATIVE CONTRACT with the CITY CLERK, and initial assistance with CITY reporting requirements as stated in the ADMINITRATIVE CONTRACT.

3.2 CONSULTANT will provide the following deliverables to the CITY CLERK:

- A. A FEASIBILITY STUDY Report which includes, but is not limited to:
  - 1. Detailed results of the study of the TARGET AREA;
  - 2. Proposed boundaries of a potential BID;
  - 3. Proof of contact with each POTENTIAL ASSESSEE;
- B. A current DATABASE in Microsoft Excel format;
- C. A report regarding all CITY-owned and other government-owned properties that may be included in any proposed BID as soon as such information is known to CONSULTANT;
- D. Property assessment or other data required by the CITY CLERK to bill for any assessments that may be imposed;
- E. A BID MANAGEMENT DISTRICT PLAN developed in accordance with Streets and Highways Code Section 36622 and other applicable laws, and in conjunction with the PROPONENT GROUP and approved by the CITY CLERK that must include, but is not limited to:
  - 1. The proposed BID's Governance/Management structure;
  - 2. Assessment formula and methodology, including the formulas and methods used to assess any specified CITY-owned and other government-owned property within the BID, supported and accompanied by the ENGINEER'S REPORT;
  - 3. Assessor Parcel Numbers, supported and accompanied by the ENGINEER'S REPORT;
  - 4. Appeal process during BID operation;
  - 5. Annual budget for each year of operation;
  - 6. Initial year operating budget;
  - 7. BID improvements and activities; and
  - 8. Assessment boundary and benefit zone map(s) with narrative descriptions of the proposed boundaries and supported and accompanied by the ENGINEER'S REPORT;

- F. All draft and final copies of any ENGINEER'S REPORT and any other documentation required by the CITY CLERK;
- G. A BID PETITION in a format approved by the CITY CLERK and signed in accordance with California Streets & Highways Code Section 36622 or other applicable laws or CITY policy;
- H. Supplemental material, mailing supplies and an updated DATABASE for the ASSESSMENT BALLOT Drive in the format(s) approved by the CITY CELRK. Supplement material shall include copies for all POTENTIAL ASSESEES of the final approved MANAGEMENT DISTRICT PLAN and ENGINEERS REPORT, instructions for completing the ASSESSMENT BALLOT, and any additional documentation which meets requirements of California Government Code Sections 53753(c);
- I. Report on the results of the FEASIBILITY STUDY, and periodic status reports or intermittent progress reports as requested by the CITY CLERK, CITY's Council members or their authorized representatives;
- J. The following documentation associated with CONSULTANT'S assistance to CITY in identifying the NON-PROFIT ORGANIZATION that could administer the BID: tax-exemption letter from either the Internal Revenue Service or the California Franchise Tax Board; Articles of Incorporation approved by the California Secretary of State; Bylaws; and letter of exemption for a business tax license from CITY'S Office of Finance Tax and Permit Division;
- K. An Originally executed ADMINISTRATIVE CONTRACT between the NON-PROFIT ORGANIZATION and CITY including draft copies of the 1<sup>st</sup> quarter documents required by the executed ADMINISTRATIVE CONTRACT.

#### SECTION 4. PERFORMANCE SCHEDULE

- 4.1 CONSULTANT shall perform the tasks listed in the Project Tasks and Schedule, attached hereto as Appendix 1 and incorporated into and made a part of this AGREEMENT, for the maximum fees indicated in Appendix 1.

#### SECTION 5. KEY PERSONNEL

- 5.1 CITY awards this AGREEMENT to CONSULTANT based on CITY'S confidence and reliance on the expertise of the CONSULTANT. CONSULTANT will not reassign key personnel or assign other personnel to key personnel roles until the CITY CLERK approves a replacement in writing.

#### SECTION 6. SUBCONTRACTORS

- 6.1 CONSULTANT may require the assistance of public finance, urban economics or other professionals to provide expert or technical services which are outside of CONSULTANT'S primary area of expertise, in order to fulfill CONSULTANT'S obligations, as described in this AGREEMENT. CONSULTANT agrees that any such subcontracting will be performed with the prior consent and written approval of CITY and that any subcontractors paid to assist CONSULTANT will be bound by all applicable

CITY policies and regulations and will be responsible for fully complying with any such policies and regulations. CONSULTANT agrees to assume full responsibility for the accuracy of any such subcontracted services.

## SECTION 7. COMPENSATION AND METHOD OF PAYMENT

7.1 The following are authorized to bill under this AGREEMENT:

### CIVITAS ADVISORS INC. Staff

Gina Threchter, Project Manager  
Nichole Farley, Account Manager  
Jan Dhaliwal, Project Manager  
Nathan Hyde, Project Assistant  
John Bilger, GIS and Database Specialist  
Melanee Cottrill, Operations Manager  
Marissa Telfer, Executive Assistant  
John Lambeth, President

7.2 CITY will compensate CONSULTANT for the satisfactory performance of the tasks listed in Appendix 1 for duties performed by those listed in Section 7.1. Any compensation to CONSULTANT for duties performed by parties other than those listed in Section 7.1 is contingent with CONSULANT compliance with terms stated in Section 6 of this AGREEMENT.

7.3 CITY'S total obligation for services performed under this AGREEMENT will not exceed forty thousand dollars (\$40,000).

7.4 Invoicing Requirements

A. The CONSULTANT is required to submit invoices that conform to CITY standards and include, at a minimum, the following information:

1. Name and address of CONSULTANT
2. Name and address of CITY department being billed
3. Date of invoice and period covered
4. CONTRACT number
5. Task Order or Notice to Proceed, if applicable
6. Description of deliverable completed, corresponding task(s) and amount due, including:
  - a. Name of personnel working on deliverable;
  - b. Hours spent on deliverable and timesheet supporting charges;
  - c. Rate of pay.
7. Certification by a duly authorized officer;
8. Discount and terms (if applicable); and
9. Remittance Address (if different from company address).

- B. All invoices shall be submitted on CONSULTANT's letterhead, contain CONSULTANT's official logo, or other unique and identifying information such as the name and address of CONSULTANT. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within 30 days of service, or monthly, and shall be payable to CONSULTANT no later than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by CITY.
- C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONSULTANT. CITY will not compensate the CONSULTANT for costs incurred in invoice preparation. CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. CITY reserves the right to request additional supporting documentation to substantiate costs at any time.
- D. Subcontractors' Requirements

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
- E. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

#### 7.5 Withholds and Retentions

The CITY CLERK may withhold an amount equal to fifteen (15) percent of the amount of each invoice submitted by CONSULTANT until all Deliverables of the project have been satisfactorily completed. When the project has been completed, the CITY CLERK will authorize the final payment, consisting of the cumulative amount of the withheld funds, to be disbursed to CONSULTANT.

### SECTION 8. TERMINATION OF AGREEMENT

- 8.1 CITY may terminate this Agreement for CITY's convenience at any time by giving CONSULTANT ten (10) days written notice thereof. Upon receipt of said notice, CONSULTANT shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. CITY shall pay CONSULTANT its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONSULTANT to effect such termination. Thereafter, CONSULTANT shall have no further claims against CITY under this Agreement. All finished or unfinished documents and materials procured for or produced under this Agreement shall become CITY property upon date of such termination.

8.2 CITY may terminate this Agreement immediately for Breach of Contract if there is a finding that any of the following have occurred:

- A. If CONSULTANT fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, CITY may give CONSULTANT written notice of such default. If CONSULTANT does not cure such default or provide a plan to cure such default, which is acceptable to the CITY within the time permitted by CITY, then CITY may terminate this Agreement due to CONSULTANT's breach of this Agreement.
- B. If a federal or state proceeding for relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, then CITY may immediately terminate this Agreement.
- C. If CONSULTANT engages in any dishonest conduct related to the performance or administration of this Agreement or violates CITY's lobbying policies, then CITY may immediately terminate this Agreement.

8.3 In the event CITY terminates this Agreement as provided in this Section 8.2, CITY may procure, upon such terms and in such manner as CITY may deem appropriate, Services similar in scope and level of effort to those so terminated, and CONSULTANT shall be liable to CITY for all of its costs and damages, including, but not limited, any excess costs for such Services.

- A. All finished or unfinished documents and materials produced or procured under this Agreement shall become CITY property upon date of such termination.
- B. If, after notice of termination of this Agreement under the provisions of this Section 8.2, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.1.
- C. The rights and remedies of CITY provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## SECTION 9. NOTICES AND REPRESENTATIVE OF THE PARTIES

9.1 The representatives of the parties who are authorized to administer this AGREEMENT and to whom formal notices, demands, and communications will be given are as follows:

CITY: Holly L. Wolcott, City Clerk  
City of Los Angeles  
City Hall, Room 360  
200 North Spring Street  
Los Angeles, California 90012

CONSULTANT: John Lambeth, President  
Civitas Advisors, Inc.

1102 Corporate Way, Suite 140  
Sacramento, CA 95831

- 9.2 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of receipt.
- 9.3 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given in accordance with Section 9.2 within five (5) working days of said change.

SECTION 10. EQUAL EMPLOYMENT PRACTICES

- A. During the performance of this Contract, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, 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. The Contractor agrees to post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the awarding authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City Contracts. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices

provisions of this contract may be deemed to be a material breach of City Contracts. The 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 DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

- F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Contract, the Contract may be forthwith 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 of Los Angeles. In addition, thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non- responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded a Contract with the City of Los Angeles for a period of two years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. By affixing its signature on a Contract that is subject to this article, the 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 employment practices, including, but not limited to:
  - 1. hiring practices;
  - 2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
  - 3. training and promotional opportunities; and
  - 4. reasonable accommodations for persons with disabilities.

- L. All Contractors subject to the provisions of this section shall include a similar 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, filling and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1. 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.

#### SECTION 11. AFFIRMATIVE ACTION PROGRAM

- A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
  - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon 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 a City Contract. The 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 DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith 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 of Los Angeles. In addition, thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.
- H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration 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 Program.
  - 1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential

employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
  - (i) Advertising employment opportunities in minority and other community news media or other publications.
  - (ii) Notifying minority, women and other community organizations of employment opportunities.
  - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
  - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
  - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
  - (vi) Validating all job specifications, selection requirements, tests, etc.
  - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
  - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

- (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
- (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.
- (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:
  - (i) What steps were taken, how and on what date.
  - (ii) To whom those efforts were directed.
  - (iii) The responses received, from whom and when.
  - (iv) What other steps were taken or will be taken to comply and when.
  - (v) Why the Contractor has been or will be unable to comply.

- 2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by 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.
- M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.
- O. All Contractors subject to the provisions of this article shall include a similar 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.

**SECTION 12. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

The CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

**SECTION 13. STANDARD CONTRACT PROVISIONS**

- 13.1 CONSULTANT agrees to comply with the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Appendix A and made a part hereof. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Appendix A).

**(Signature page follows)**

IN WITNESS WHEREOF, this Agreement is duly executed by the CITY OF LOS ANGELES and CIVITAS ADVISORS INC., for activities related to the establishment of the proposed Hollywood Route 66 Business Improvement District on behalf of the parties to this Agreement.

**CONSULTANT:**

CIVITAS ADVISORS, INC., an economic development consultant

By: \_\_\_\_\_

Title: President

Print Name: John Lambeth

Date: \_\_\_\_\_

**CITY:**

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

By: \_\_\_\_\_

HOLLY L. WOLCOTT  
City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_

Deputy City Attorney

Date: \_\_\_\_\_

**ATTESTATION:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Deputy City Clerk

Date: \_\_\_\_\_

Council File No: 13-1193

Agreement No. \_\_\_\_\_

**MAXIMUM FEE AND PERFORMANCE SCHEDULE  
FOR THE PROPOSED HOLLYWOOD ROUTE 66 BID**

DELIVERABLES	TARGET COMPLETION DATE	AMOUNT
<p><b>DELIVERABLE 1 – FEASIBILITY STUDY</b> Including, but not limited to: Surveying POTENTIAL ASSESSEES utilizing written surveys, focus groups, and/or interviews to determine probability of success of creating a BID in the proposed area. <u>Deliverable:</u> Report detailing the results of the feasibility study. Provide proposed boundaries to Analyst. Proof of contact with each POTENTIAL ASSESSEE (e.g. copy of mailing list, copy of sign in sheets from scoping meetings, etc.)</p>	Oct 2017	\$9,000
<p><b>DELIVERABLE 2 – DATABASE OF POTENTIAL ASSESSEES</b> Including, but not limited to: Developing a current DATABASE, as defined in Section 2 of this RFP, that is satisfactory to the CITY CLERK and updated as needed. <u>Deliverable:</u> A current DATABASE in Microsoft Office Excel format; property assessment and other data; and a report of CITY-owned property.</p>	Nov 2017	\$5,000
<p><b>DELIVERABLE 3 – MANAGEMENT DISTRICT PLAN AND ENGINEER’S REPORT</b> Including but not limited to: Developing a BID MANAGEMENT DISTRICT PLAN in conjunction with a REGISTERED PROFESSIONAL ENGINEER, the PROPONENT GROUP, and the CITY CLERK pursuant to all applicable laws and Sections 3 and 4 of this RFP. <u>Deliverable:</u> A MANAGEMENT DISTRICT PLAN supported and accompanied by a legible map with parcels easily identifiable and a stand-alone detailed ENGINEER’S REPORT.</p>	Feb 2018	\$12,000
<p><b>DELIVERABLE 4 – PETITION DRIVE</b> Including but not limited to: Creating a PETITION in a format approved by the CITY CLERK and obtaining signatures adhering to the requirements of Sections 3 and 4 of this RFP, the CITY CLERK and all applicable laws. <u>Deliverable:</u> Draft and final signed copies of PETITIONS adhering to the requirements of the CITY CLERK and all applicable laws and submitted by the deadline determined by the CITY CLERK.</p>	March 2018	\$10,000
<p><b>DELIVERABLE 5 – ASSESSMENT BALLOT DRIVE</b> Including but not limited to: Providing supplemental and mailing materials for an ASSESSMENT BALLOT drive as approved by the CITY CLERK, including an updated DATABASE, related to the ASSESSMENT BALLOT drive as required by the CITY CLERK and all applicable laws <u>Deliverable:</u> Submit an updated DATABASE, mailing materials, and copies of the final CITY CLERK approved MANAGEMENT DISTRICT PLAN, ASSESSMENT BALLOT completion instructions, and all additional documentation as required by the CITY CLERK and applicable laws by the deadline determined by the CITY CLERK</p>	July 2018	\$4,000
<p><b>DELIVERABLE 6 – PROOF OF NONPROFIT STATUS</b> Including but not limited to: Documentation associated with CONTRACTOR’S assistance to CITY with identifying a NON-PROFIT ORGANIZATION that could administer the BID <u>Deliverable:</u> Copies of the tax-exemption letter from either the Internal Revenue Service or the California Franchise Tax Board; Articles of Incorporation approved by the California Secretary of State; Bylaws; and letter of exemption for a business tax license from the City of Los Angeles Office of Finance Tax and Permit</p>	Sept 2018	\$10,000
<p><b>DELIVERABLE 7 – BID INITIAL OPERATION</b> Including but not limited to: Assist appointed NON-PROFIT ORGANIZATION to begin BID operation and ensure compliance with ADMINISTRATIVE CONTRACT requirements (In the event the BID is established and approved by City Council) <u>Deliverable:</u> Original executed ADMINISTRATIVE CONTRACT and Standard Provisions completed by owners association, including certificates of required insurance due <b>Oct 2018</b>; agenda and copy of minutes from 1<sup>st</sup> meeting showing adherence to the Brown Act due <b>Jan 2019</b>; draft copies of 1<sup>st</sup> quarter newsletter and activity report due end of <b>April 2019</b>.</p>	Oct 2018; Jan 2019; April 2019	\$10,000; \$10,000; \$10,000