

CONTRACT SUMMARY SHEET

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

DATE: 09/03/14

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

FROM (DEPARTMENT): City Clerk

CONTACT PERSON: Jin Hy PHONE: 213-978-1084

CONTRACT NO.: C-124508 COUNCIL FILE NO.: 13-0906-S1

ADOPTED BY COUNCIL: 01/31/2014

DATE

APPROVED BY BPW: _____

DATE

NEW CONTRACT

AMENDMENT NO. _____

ADDENDUM NO. _____

SUPPLEMENTAL NO. _____

CHANGE ORDER NO. _____

CONTRACTOR NAME: CIVIC ENTERPRISE ASSOCIATES LLC

TERM OF CONTRACT: February 14, 2014 THROUGH: February 13, 2015

TOTAL AMOUNT: \$88,860

PURPOSE OF CONTRACT:

Design and implementation of improved parking strategies in Hollywood.

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

C-124508

**AGREEMENT TO PARTLY FUND THE ACTIVITIES OF
CIVIC ENTERPRISE ASSOCIATES LLC**

This Agreement ("Agreement" herein) to partly fund services provided by the Civic Enterprise Associates LLC is entered into between the City of Los Angeles, a municipal corporation, ("CITY" herein), and the Civic Enterprise Associates LLC, a private corporation, ("CONTRACTOR" herein). This contract consists of 7 pages, 6 exhibits, and 2 attachments with reference to the following facts:

- A. Council, by recommendation of the Thirteenth District Councilmember (reference: Council File 13-0906-S1) approved an allocation from the Council District 13 Public Benefits Trust Fund 904 of eighty-eight thousand, eight hundred and sixty dollars (\$88,860) to partially fund the CONTRACTOR's activities. The CONTRACTOR understands that said funds will be disbursed to it only in accordance with the provisions of this Agreement.
- B. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY shall have no obligation to make any payments to CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this Agreement.
- C. The CONTRACTOR warrants and represents that funds provided by the CITY pursuant to this Agreement will only be used for the activities described in Paragraph 2.
- D. The CONTRACTOR is dedicated to revitalizing emerging neighborhoods in Southern California and beyond through methods of strategic planning, real estate development and targeted investment in community assets.
- E. The CONTRACTOR's activities will assist with designing and implementation of improved parking strategies in Hollywood by documenting the supply and demand for parking in Hollywood; creating a database of existing parking requirements for each commercial property in the study area; analyzing current land use entitlement process to determine impact for parking requirements; and making recommendations regarding the potential establishment of a Modified Parking District in Hollywood, thus increasing the quality of life for residents of the CITY; and therefore, the CONTRACTOR'S services constitute a public purpose for which financial assistance may be provided.

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

1. TERM OF AGREEMENT

This term of Agreement will commence on February 14, 2014 and terminate on February 13, 2015.

2. TASKS AND DELIVERABLES TO BE PROVIDED BY THE CONTRACTOR

The CONTRACTOR hereby agrees to design and implement improved parking strategies in Hollywood and will perform the following tasks and provide the following deliverables as described in Attachment C, entitled "Civic Enterprise Associates LLC - Statement of Work and Deliverables," attached hereto and made a part hereof. The CONTRACTOR will obtain all necessary licenses and permits and shall suitably inform the public that the CONTRACTOR'S activities are partially funded by the City.

3. AMOUNT OF PAYMENT

The CONTRACTOR will be paid by the CITY for complete and satisfactory performance of the terms set forth in Paragraph 2 hereof during the term of this Agreement in a total amount not to exceed eighty-eight thousand, eight hundred and sixty dollars (\$88,860). Said costs will be allowable if they relate to the activities performed by the CONTRACTOR as described in Paragraph 2 hereof.

4. REQUEST FOR PAYMENT

Upon this Agreement becoming effective, the CONTRACTOR may submit a request for payment by submitting a REQUEST FOR PAYMENT Statement, including therein the cost for each TASK with the percentage of completion by the CONTRACTOR for which payment is requested in a form substantially similar to ATTACHMENT A. In conjunction with a REQUEST FOR PAYMENT, the CONTRACTOR is required to submit the ATTACHMENT C entitled "CIVIC ENTERPRISE ASSOCIATES LLC - STATEMENT OF WORK AND DELIVERABLES" and a completed TASKS AND DELIVERABLES VERIFICATION OF RECEIPT AND PAYMENT TERMS Statement substantially similar to ATTACHMENT D. The TASKS AND DELIVERABLES VERIFICATION OF RECEIPT AND PAYMENT TERMS Statement shall include for each of the tasks performed by the CONTRACTOR as described in ATTACHMENT C hereof, a summary, the set of deliverables, the total value, percentage of completion, the total payment the CONTRACTOR has received to-date, and the current balance to be paid to the CONTRACTOR by the CITY. The REQUEST FOR PAYMENT and TASKS AND DELIVERABLES VERIFICATION OF RECEIPT AND PAYMENT TERMS will not exceed the total listed in Paragraph 3. Copies of the documentation which support said TASKS will accompany TASKS for which payment is requested. Such documentation will include, but not be limited to, DELIVERABLES associated with each of the TASKS as presented in ATTACHMENT C and in the said format(s) indicated in ATTACHMENT C.

Additional documentation may be requested to support CONTRACTOR's payment request at the discretion of the City. Payment of any amount will not be due and owed until the supporting documentation for all TASKS and satisfactory performance and completion of the TASKS and receipt of the DELIVERABLES has been approved by the Councilmember of the Thirteenth District. The REQUEST FOR PAYMENT must be signed under PENALTY OF PERJURY by the CONTRACTOR'S Representative designated in this Agreement.

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

5. PAYMENT

a. Upon approval of each REQUEST FOR PAYMENT and TASKS AND DELIVERABLES VERIFICATION OF RECEIPT AND PAYMENT TERMS, by the Councilmember of the Thirteenth District, the CITY will pay the CONTRACTOR the approved amount for allowable costs, which in total, will not exceed the sum of Paragraph 3.

b. No later than March 30, 2015 the CONTRACTOR must submit a CLOSE-OUT STATEMENT prepared on the form attached hereto as ATTACHMENT B and either a comprehensive unaudited financial statement or a copy of an audit report prepared by an independent Certified Public Accountant (CPA). Said CLOSE-OUT STATEMENT must include documentation, which supports expenditure of any costs, which have not previously been submitted to and approved by the CITY's representative.

c. Any portion of any advance payment made and not expended or obligated by the CONTRACTOR or not approved by the CITY's representative must be paid back to the CITY no later than March 30, 2015. Such payment will accompany the CLOSE-OUT STATEMENT.

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

b. The CITY will not be obligated to fund the CONTRACTOR for any subsequent fiscal year appropriations which may be made by the CITY's Council until such CLOSE-OUT STATEMENT and financial report has been submitted to and approved by the CITY's representative.

6. MONIES TO BE USED FOR CURRENT EXPENSES

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

7. ESTABLISHMENT OF SEPARATE ACCOUNTS AND RECORDS

Any and all funds disbursed by the CITY to the CONTRACTOR and any interest and proceeds generated thereby will be held in trust for the purposes of this Agreement and must be placed in a separate account solely for those funds, and all allowable expenditures will be drawn from that account. Any funds remaining in said account which are in excess of the allowable expenditures as provided herein must be returned to the City within forty-five (45) calendar days after the termination date of this Agreement.

8. BOOKS OF ACCOUNT-FINANCIAL RECORDS

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

9. RATIFICATION

At the City's request and because of the need therefore, Contractor began performance of the services required hereunder, February 1, 2014. The City hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

10. CONTRACT REPRESENTATIVES

i. CONTRACTOR'S Representative

The CONTRACTOR hereby appoints Mott Smith, to represent the CONTRACTOR with respect to all matters connected with this Agreement. Said Representative(s) will be personally responsible for submitting and signing all of the forms and statements as required by this Agreement.

ii. CITY's Representative

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

11. NOTICES

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

**CONTRACTOR'S address: Civic Enterprise Associates LLC
400 Mt. Washington Drive
Los Angeles, CA 90065
Phone: (213) 403-0170
Fax: (213) 403-0172**

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

12. SEPARATION OF CHURCH AND STATE

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

13. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

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

14. FIRST SOURCE HIRING ORDINANCE (FSHO)

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

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

2. The CONTRACTOR further pledges that it will, during the term of the Agreement, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

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

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

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

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

15. STANDARD PROVISIONS FOR GENERAL CITY PURPOSES AGREEMENTS

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