

CONTRACT SUMMARY SHEET

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

DATE: 12/08/2023

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): City Clerk - Business Improvement District Division

CONTACT PERSON: Julius Garcia PHONE: 213 978-1073

CONTRACT NO.: C-144730 COUNCIL FILE NO.: 23-0391

ADOPTED BY COUNCIL: 08/07/2023
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: ARTS DISTRICT LOS ANGELES, INC

TERM OF CONTRACT: January 1, 2024 THROUGH: December 31, 2030

TOTAL AMOUNT: N/A-0\$

PURPOSE OF CONTRACT:

Administration of the 2024-2030 Arts District Los Angeles Property Business Improvement District.

AGREEMENT TO ADMINISTER THE PROPERTY-BASED
BUSINESS IMPROVEMENT DISTRICT

AGREEMENT NO. C-144730

This Agreement (“Agreement”) is entered into by and between the CITY OF LOS ANGELES, a municipal corporation (“City”), and the ARTS DISTRICT LOS ANGELES, INC., a California nonprofit corporation (“Corporation”), acting as the Owners Association pursuant to Section 36651 of the California Streets and Highways Code, for the administration of the Arts District Los Angeles Property Business Improvement District, for the purpose of conveying special benefits to parcels assessed as part of the Arts District Los Angeles Property Business Improvement District, with reference to the following facts:

RECITALS

- A. On June 28, 2023, the Los Angeles City Council (“City Council”), acting pursuant to the Property and Business Improvement Act of 1994, Sections 36600, et seq., of the California Streets and Highways Code (“Act”), adopted City Ordinance No. 187928 (“Ordinance”), which established the Arts District Los Angeles Business Improvement District (“District”) and levied assessments on the parcels of real property within the District. (Council File No. 23-0391)
- B. The Assessments levied and collected by City shall be used only for the purposes set forth in said Ordinance, which incorporates by reference the Management District Plan, except for any City costs or expenses, which are charged to the District by City for administration of the District program.
- C. The services and activities to be performed by Corporation are of a supplemental nature, such that were it not for the establishment of the District, the supplemental services could not or would not be performed by City or by City employees, and such that the interests of City are better served by an agreement with the Corporation than by the performance or attempted performance of such supplemental services and activities by City.
- D. City currently intends that the level of services presently being provided by City in the area within the District (“baseline service level”) will not be affected by the establishment of the District or the levying of assessments.
- E. The City Council has authorized the Los Angeles City Clerk (“City Clerk”), as Business Improvement District Program Coordinator, and subject to approval by the Los Angeles City Attorney, to execute and administer this Agreement for administration of the District program.
- F. Subsequent to adoption of said Ordinance by the Los Angeles City Council, and prior to the execution of this Agreement, Corporation has commenced tasks associated with this Agreement including, but not limited to, the purchase of insurance as required in Section 8, herein.

NOW, THEREFORE, City and Corporation in consideration of the recitals, mutual promises, covenants, agreements and representations set forth below, hereby promise, covenant, agree and represent as follows:

SECTION 1. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from January 1, 2024 to and including December 31, 2030, unless amended by mutual agreement of both parties through a written amendment to this Agreement.

SECTION 2. CORPORATION RESPONSIBILITIES

- 2.1. PROGRAM IMPLEMENTATION AND OPERATION. Corporation shall be fully responsible for developing, implementing, directing, and operating the District programs, improvements or activities as described in the Management District Plan set forth in Attachment 1, attached hereto and incorporated fully by reference. Corporation understands and expressly agrees that it will comply with all applicable laws and regulations and maintain its non-profit status for the duration of this agreement.
- 2.2. PROGRAM AND BUDGET REPORTS. Corporation shall prepare and submit to the City Clerk quarterly activity reports and a planning report for each year for which Assessments are to be levied and collected by City. Corporation shall submit to the City Clerk various District program plans and reports, including the following:
 - A. Planning Reports. Corporation shall prepare and submit to the City Clerk a Planning Report for each fiscal year for which Assessments are to be levied and collected. The Planning Report shall be prepared in accordance with Section 36650 of the Act and shall contain all items required by said Section. The first Planning Report shall be submitted by November 1, 2024 and by November 1 of each subsequent fiscal year of District operations for which assessments are to be levied and collected. The District's "fiscal year" shall be from January 1 to and including December 31. These reports are subject to review, approval and or modification by the City Council.
 - B. Quarterly Activity Reports. Corporation shall submit quarterly activity reports. The report for January, February and March of each District operating year shall be submitted by April 30 of the subject year; the report for April, May and June by July 31 of the subject year; the report for July, August and September by October 31 of the subject year; and the report for October, November and December by January 31 of the subsequent year. The Quarterly Activity reports shall describe the status and progress of the various District programs, improvements and activities as described and referenced in the Management District Plan and subsequent Planning Reports. The Quarterly Activity Report shall be written in narrative summary form and include summary statistical and financial data.
- 2.3. FINANCIAL STATEMENTS. For each fiscal year, Corporation shall submit to the City Clerk a full disclosure financial statement covering the fiscal year with a Certified Public Accountant's review report. Corporation shall include with its financial statement a report of Corporation's activities, including but not limited to those activities listed in the Planning Report for that fiscal year. The first financial statement shall be submitted to the City Clerk by May 1, 2025, and by May 1 of each subsequent fiscal year.
- 2.4. PROGRAM COORDINATION. Corporation shall render services in accordance with the Management District Plan and the terms of this Agreement, and shall cooperate with the City Clerk in the execution of the Management District Plan and this Agreement.
- 2.5. SUPPORT SERVICES. Corporation assumes responsibility for the contracting for support services as required, and paying for all such direct and indirect expenses as may be necessary for the timely completion of work. Any obligations or expenditures for items not budgeted shall not be paid through assessments collected for the District. In administering subcontracts as necessary for providing District programs, improvements or activities, Corporation shall comply with all applicable State, County and City laws and regulations.
- 2.6. LIAISON WITH COMMUNITY. Corporation shall maintain an ongoing liaison relationship with the community. Corporation's responsibilities encompass the following areas:

- A. **Public Meetings.** Corporation shall organize and conduct, at a minimum, one annual public meeting to be noticed in writing by Corporation to all assessed property owners in the District. This meeting will be conducted at a location within the District, in order to allow the property owners to meet other District members as well as to familiarize themselves with Corporation, its functions and its officers. At these meetings District members shall have the opportunity to express to Corporation their desires and concerns relating to the District.
 - B. **Newsletters.** Corporation shall prepare a District newsletter to be produced on a quarterly basis, at a minimum, and shall distribute this newsletter to all assessed property owners in the District. Corporation may, at Corporation's option, provide the newsletter by standard mail or electronic transmission. The newsletter will be designed to facilitate and maximize the exchange of information between Corporation, City, and the members of the District. Each issue of the newsletter shall be submitted in duplicate to the City Clerk for reference.
 - C. **Other Events.** Corporation shall organize at their discretion other events and activities that involve District members and further the goals and objectives described in the Management District Plan.
- 2.7. **BUDGET.** Each program, improvement or activity specified in the Management District Plan, and as described in section 36622 of the Act, or the Planning Report, shall be implemented by Corporation. Corporation and City agree that amounts shown in the Management District Plan or the Planning Reports were the best estimates of the cost of those programs, improvements or activities at the time those estimates were made. Deviations from those estimates may be anticipated. City and Corporation also agree that the programs, improvements and activities may not be completed within the year budgeted, given normal delays that can be expected in these types of programs. Corporation will use its best efforts to implement and complete all programs, improvements and activities specified in the Management District Plan. If Corporation decides to make any changes to the Management District Plan, Corporation will request City Council authorization to make said modifications pursuant to Sections 36635 and 36636 of the Act. In no event may Corporation spend more than the total amount budgeted in the Management District Plan for any given year, including delinquent payments, interest income, and rollover funds, without City Clerk or City Council approval.
- 2.8. **ASSESSMENT RECORDS.** Corporation shall maintain a complete database or other comprehensive listing, current to the most recent property tax year available, containing the following information: the Assessor Parcel Number and situs address of all parcels in the District; the name and address of the legal owner of each parcel; the amount of Assessment levied upon each parcel; the proportionate financial obligation of the Assessment levied upon each parcel, in relation to the entire District Assessment; and, the Assessment calculations for each parcel, including all variables used in the calculation of the Assessment. Said database shall be updated at least once each year during District operations to reflect changed conditions such as parcel consolidation and to accurately reflect the status of the assessed individual parcels as provided in the Management District Plan. The City Clerk may, at the City Clerk's discretion, provide assistance in compiling or correcting assessment data or information relative to properties in the District; however, the City Clerk shall in no way be obligated to prepare, produce or correct such data or information. Corporation agrees to make such District data available at the Corporation's office for inspection by property owners in the District during regular business hours.
- 2.9. **ANNUAL ASSESSMENT PREPARATION.** Beginning June 1, 2024, and by June 1 of each subsequent fiscal year, Corporation shall supply the City Clerk with Assessment data for placement on the Los Angeles County Assessor tax roll for the subsequent tax year, in a format to

be prescribed by the City Clerk. The Assessment data shall include the following: Assessor Parcel Numbers of all parcels in the District; the amount of Assessment to be levied upon each parcel; exemption documentation acceptable to the City Clerk, the Assessment calculations for each parcel, including all variables used in the determination of the Assessment, and other information which the City Clerk may require. Any corrections or adjustments to the annual assessment transmittal, as well as the accuracy of any such corrections or adjustments, shall be the responsibility of Corporation. Upon request of the City Clerk, Corporation hereby agrees to promptly complete a written request for an investigation of discrepancies and make all reasonable efforts to obtain additional related documentation. If City agrees, any errors caused by City in transmitting or calculating Corporation supplied data will result in an immediate correction and re-transmission by City.

SECTION 3. CITY RESPONSIBILITIES

The City Clerk may assist with the resolution of any discrepancies in individual Assessment amounts, calculations or benefits. The City Clerk reserves the right to:

- A. Make reasonable efforts to effect the timely collection of the annual assessment, including City assessments and direct billed assessments;
- B. Make reasonable efforts to pursue delinquent assessments and remit such assessments to Corporation, including interest and penalties subject to City's right to recover costs for pursuing such assessments;
- C. Maintain a continual liaison with Corporation, including assisting with the coordination of services from various other City departments, bureaus, and agencies;
- D. Conduct reviews of existing primary data; verify Assessment data as compiled by any consultant or subcontractor hired by Corporation; perform field or site inspections to verify the accuracy of existing or secondary data, or to substantiate a claim made by a property owner subject to assessment in the District, with the cooperation of Corporation; maintain confidentiality of certain City records as City deems appropriate;
- E. Direct the Corporation to recalculate the Assessment amount due and direct the Los Angeles County Auditor-Controller to respond appropriately, or make such other arrangements with Corporation and the property owner to resolve the incorrect assessment;
- F. Recalculate the Assessment amount due and direct the Los Angeles County Auditor-Controller to respond appropriately, or make such other arrangements with Corporation and the property owner to resolve the incorrect assessment;
- G. Any of the actions by the City Clerk mentioned in this Section may require a written request from Corporation to conduct the investigation; additional related documentation, such as a written request from the affected property owner, may also be required. All City Clerk costs associated with such supplemental investigations may be recovered from the District Assessments collected, subject to existing or future City policies and procedures regarding recoverable costs and expenses. Such costs will be in addition to those costs set forth in Section 6 of this Agreement.

SECTION 4. AVAILABILITY OF DOCUMENTS

The designs, plans, reports, files, invoices, investigations, materials, and documents prepared or acquired by or for Corporation pursuant to this Agreement (including any duplicate copies) shall be made fully available to City by Corporation. Corporation agrees to exercise reasonable and due diligence in providing for the secure storage of all such materials and to provide copies for official City records upon request from the City Clerk.

SECTION 5. DISBURSEMENTS

- 5.1. Based upon the annual assessments as listed in the Management District Plan or Planning Reports, and with the exception of recoverable City costs and net of any County charges or supplemental City service fees, loans or advances, City shall disburse to Corporation the actual revenues received from District assessments. Assessment revenues shall be disbursed to the Corporation by City periodically throughout each year as close to the time City receives such revenues from the County.
- 5.2. The City Clerk will notify Corporation of the amount of funds available within twenty (20) business days of the date of receipt of a transmittal of funds to City from the County of Los Angeles, or the receipt of funds through the direct billing by City of public agencies or other entities. Corporation will deliver an invoice to the City Clerk requesting such funds. The City Clerk agrees to pay Corporation the amount due Corporation within twenty (20) business days of receiving said invoice, subject to Corporation's compliance with Section 2 of this Agreement and except in the case of circumstances beyond the control of the City Clerk. City shall not be responsible for delays in disbursements to Corporation due to delays in funds transmittals by County or payment delays by other public entities, organizations or agencies.
- 5.3. The City Clerk will notify Corporation of the amount of delinquent assessments and penalties, if any, that have been collected and are available to Corporation for the improvements and activities. Corporation will invoice City for the amount of delinquent assessments. The City Clerk agrees to pay Corporation the amount due to Corporation within ten (10) business days of receiving the invoice for the delinquent assessments that have been recovered, subject to Corporation's compliance with its responsibilities under provisions of this Agreement and except in the case of circumstances beyond the control of the City Clerk. The City Clerk will so notify Corporation of these assessments when the amounts collected exceed five hundred dollars (\$500).
- 5.4. The City Clerk may withhold either all or some portion of the actual revenues received from assessments, if the City Clerk finds that Corporation is not properly administering the budget in accordance with the Ordinance, Planning Report, and Subsections 2.2, 2.3, 2.6 (A) & (B), 2.8 (insofar as it requires Corporation to create a budget and expend funds pursuant to this Agreement, the Management District Plan, and the Planning Report, and in compliance with the Act). The City Clerk will notify Corporation and set forth the specific problems and issues relative to the Corporation's failure to properly implement the improvements and activities stated in Section 2 of this Agreement, the Ordinance, Management District Plan, and Planning Report. The City Clerk and Corporation will immediately attempt to cure the problems if, at the City Clerk's discretion, a cure is appropriate. Funds will be released upon the implementation of an acceptable cure, subject to the approval of the City Clerk and possible modification of the disbursement schedule. This does not alter or diminish in any way City's right to proceed in a manner consistent with California Streets and Highways Code, Section 36670 or other applicable law, or to invoke other appropriate remedies, including termination of this agreement.

- 5.5. If the Corporation is dissolved, dissolves itself, or no longer has non-profit status, prior to or upon the expiration of this Agreement, any unexpended monies will be immediately transmitted to City for distribution as described in Section 10 of this Agreement. Corporation will immediately notify the City Clerk of any such change in corporation status.

SECTION 6. COSTS AND EXPENSES

- 6.1. **RECOVERABLE COSTS.** The recoverable City costs associated with the District's billing, account maintenance, program and report reviews as well as liaison activities, assistance to the Corporation and general administration, will be reimbursed to City. City shall deduct recoverable City costs from the District's special fund. Such costs may be withheld by the City Clerk prior to making any distribution of funds to Corporation.
- A. The recoverable City costs are reimbursable from the assessment revenues each year of the District's operation. The reimbursable direct costs and expenses include salaries, general expenses and the District's share of required program equipment costs. The recoverable City costs are two percent (2%) of the total annual assessments, plus an additional one percent (1%) for departmental costs associated with the direct billing of BID stakeholders.
- B. The amounts and categories of allowable recoverable or reimbursable City costs are subject to existing or future City policies and procedures regarding recoverable costs and expenses, and remain subject to review and action by the City Council. In no event will a change in policies or procedures be imposed on the Corporation during a current fiscal year, such that the charge would require additional funds to be paid to City. Any such change shall be made through a written amendment to this Agreement, consistent with Section 21 ("Amendment") below.
- 6.2. **STANDARD CITY FEES.** All standard City fees, including but not limited to, fees or service charges for reproduction or transmittal requests or for the generation of real property or business ownership lists, reports or specific documents, may be applied to requests by Corporation. Such fees are in addition to the estimated costs and fees in Sections 6.1, 6.3 and 6.4 of this Agreement.
- 6.3. **SUPPLEMENTAL CITY FEES.** Supplemental fees may be charged to Corporation by City to cover the additional costs incurred for specialized services, including but not limited to: researching and compiling data; preparing specialized types of reports specific to the needs of the Corporation; and performing site inspections as described in Section 3.G. of this Agreement. Corporation may request the performance of all such specialized services in writing. If City determines to proceed with said request, City shall notify the Corporation of any applicable fees prior to performing the specialized service requested. City may initiate such special services to resolve discrepancies or assessment benefit problems. City will notify Corporation thirty (30) days prior to initiating such services in order to allow the Corporation to resolve the need for such specialized services. If notice is not given but City does conduct specialized services, the cost of those specialized services will be borne by the City. Such fees shall be deducted from the Assessments collected or shall be paid in advance by the Corporation, at the City Clerk's discretion and are in addition to costs and fees set forth in Sections 6.1, 6.2 and 6.4 of this Agreement.
- 6.4. **LOS ANGELES COUNTY FEES.** All fees and costs charged to City by the County of Los Angeles for processing or adjusting Assessments or Assessment data, including, but not limited to District report preparation fees, supplemental billing fees and technical, research or systems expenses,

shall be deducted from Assessments collected. Such fees are in addition to the costs and fees shown in Sections 6.1 through 6.3 of this Agreement.

SECTION 7. RETENTION OF RECORDS, AUDIT AND REPORTS

- 7.1. In accordance with generally accepted accounting principles, Corporation shall maintain full and complete records of activities and services performed under this Agreement, in their original form. Such records shall be open to the inspection of City and City may audit such records. Corporation agrees to keep all such records on file in a secure location for a minimum of three (3) years subsequent to the expiration of this Agreement.
- 7.2. The records maintained by Corporation shall include, but shall not be limited to, all invoices and receipts for District related expenditures incurred and must include supporting documentation for the activities or programs described in the District budget or Management District Plan. City reserves the right to perform a contract compliance audit at least once annually. Corporation shall provide any records or reports requested by the City regarding performance of this Agreement. Corporation agrees to keep all receipts and other supporting documents available for inspection and as specified in Section 7.1 of this Agreement.

SECTION 8. INSURANCE

8.1. General Conditions

- A. During the term of this Agreement and without limiting Corporation's indemnification of the City, Corporation shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Corporation but not less than the amounts and types listed on Form Gen. 146 (Rev. 6/12), included in Exhibit 1 attached hereto. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form Gen. 133 (Rev. 10/17), attached hereto as Exhibit 1, and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to City's insurance program. Except when City is a named insured, Contractor's insurance is not expected to respond to claims, which may arise from the acts or omissions of the City.

8.2 Modification of Coverage

- A. City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Corporation ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the Corporation due to market-wide unavailability of coverage, City agrees to negotiate additional compensation proportional to the increased benefit to City.

8.3. Failure to Procure Insurance

- A. All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by Corporation. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Corporation's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.
- B. Within the foregoing constraints, Corporation's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

8.4. Workers' Compensation

- A. By signing this Agreement, Corporation hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.
- B. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

SECTION 9. NOTICES

- 9.1. Notice to the parties shall, unless otherwise requested in writing, be sent in duplicate to:

City: Patrice Y. Lattimore, Division Manager
Office of the City Clerk
200 North Spring Street, Room 395
Los Angeles, California 90012

Phone (213) 978-1099 / Fax (213) 978-1130

Corporation: Thomas Wulf, Board Chair
Arts District Los Angeles, Inc
1801 E. 7th Street
Los Angeles, California 90021

Phone (213) 400-1239 / www.artsdistrictla.org

- 9.2. Any notice, report, newsletter or other communication required or prepared pursuant to this Agreement shall be deemed to be properly transmitted when delivered via messenger or deposited in the United States mail for delivery to the parties listed above. Changes to the address of any of the parties may be accomplished for purposes of this Agreement by providing written notice of such change via the United States mail.

SECTION 10. REVENUES AND ASSETS OF THE DISTRICT

In the event the District is disestablished, expires, or otherwise terminates, or the Corporation ceases to be a non-profit corporation, all remaining revenue, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, shall be refunded in the manner described in Section 36671 of the Act.

SECTION 11. CONFLICT OF INTEREST

- 11.1. For the duration of this Agreement, Corporation and its employees or agents will not act in a manner which may create District-related conflict of interest. In particular, Corporation's Board of Directors and the District's Executive Director must disclose any material financial interest they have in any matter coming before them for decision. Any Board member, Executive Director or employee shall refrain from participating in the decision-making process relating to any matter in which they may have a material financial interest or conflict of interest.
- 11.2. Nothing in this Section prohibits or precludes Corporation's officers, members, directors, agents, or employees from providing or presenting to other interested parties or entities, information or assistance related to the District's establishment or operations, or to the establishment or operation of other proposed or existing districts throughout the City, where such information or assistance does not create a conflict of interest or disclose confidential information. However, Corporation may not provide those services discussed in Section 2 of this Agreement to any other BID unless the bylaws of both Corporations are amended to permit the provision of such services.
- 11.3. Corporation, in carrying out the improvements and activities as set forth in the Management District Plan or the Planning Reports, should encourage local businesses within the boundaries of the District and within the City of Los Angeles to submit proposals for those services needed by Corporation to implement the improvements and activities. Board Members of Corporation and the Executive Director of the District shall not be precluded from submitting proposals for these services.

SECTION 12. ASSIGNMENT

- 12.1. Corporation covenants and agrees that it will not assign or transfer its rights, including the right to payment, under this Agreement, either in whole or in part, without first obtaining the written consent of City, which consent may be granted or denied at the sole and absolute discretion of City.
- 12.2. Any attempt by Corporation to assign or transfer its rights or obligations without such prior written consent shall be null and void and may, at the option of City, automatically terminate this Agreement.

SECTION 13. GENERAL FUND NOT LIABLE

- 13.1. Neither the General Fund of City, nor any other fund, revenue source or monies whatsoever of City, except for the actual collected District Assessment net revenue, shall be liable for payment of any obligations arising from this Agreement. Said obligations are not a debt of City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon its income, receipts or revenues.
- 13.2. This Agreement embodies all of Corporation's reimbursement rights and no further note or other document shall be required to be executed by City.

SECTION 14. CORPORATION NOT AGENT OF CITY

Neither Corporation nor any of Corporation's employees, agents, representatives, or subcontractors are or shall be considered to be agents of City, nor shall Corporation be considered a legislative body, relative to the performance of Corporation's obligations under this Agreement or for any other purpose.

SECTION 15. TERMINATION

- 15.1. City may terminate this Agreement for City's convenience at any time by giving Corporation thirty (30) days written notice thereof. Upon receipt of said notice, Corporation 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 Corporation its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Corporation to effect such termination. Thereafter, Corporation shall have no further claims against City under this Agreement.
- 15.2. City shall also have the right to suspend this Agreement immediately with written notice to the Corporation in the event City determines that misappropriation of funds, malfeasance, or other violations of law have occurred in connection with the management of the District. City retains the right to immediately commence disestablishment proceedings in accordance with Streets and Highways Code Section 36670, which states in pertinent part that "[a]ny district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council... [i]f the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment." Cal Sts & Hy Code § 36670(a)(1). In addition, City may seek all other available appropriate remedies pursuant to law. Corporation will have 10 days to respond in writing to City's notice of suspension and begin a dispute resolution process.
- 15.3. Further notwithstanding the foregoing, if Corporation ceases to be a non-profit or if a federal or state proceeding for relief of debtors is undertaken by or against Corporation, or if Corporation makes an assignment for the benefit of creditors, then City may immediately terminate this Agreement.
- 15.4. In the event City terminates this Agreement as provided in this section, 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 terminated, and Corporation shall be liable to City for all its costs and damages, including, but not limited to, any excess costs for such services.
- 15.5. All documents and materials produced or procured by Corporation pursuant to its performance under this Agreement, including the Management District Plan, the Ordinance, or the Act shall become City property upon date of such termination.
- 15.6. The rights and remedies of this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or under this Agreement.

SECTION 16. SEVERABILITY

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

SECTION 17. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles or subtitles appearing herein 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 Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Corporation. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

SECTION 18. 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 Agreement shall be enforced and interpreted under the laws of the State of California. Corporation shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

SECTION 19. TIME OF EFFECTIVENESS

Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:

- A. This Agreement has been signed on behalf of the Corporation by the person or persons authorized to bind the Corporation hereto;
- B. This Agreement has been approved by the City's 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 Agreement as to form;
- D. This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the board, officer or employee authorized to enter into this Agreement.

SECTION 20. INTEGRATED CONTRACT

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section 21 hereof.

SECTION 21. AMENDMENT

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

SECTION 22. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto shall be 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 shall include, but not be 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; 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.

SECTION 23. WAIVER

A waiver of a default of any part, term or provision of this Agreement 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.

SECTION 24. INDEPENDENT CONTRACTOR

The Corporation is acting hereunder as an independent contractor and not as an agent or employee of the City. The Corporation 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.

SECTION 25. PERMITS

The Corporation and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Corporation's performance hereunder and shall pay any fees required therefor. Corporation certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

SECTION 26. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

The Corporation 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 Corporation 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 27. BONDS

Duplicate copies of 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 Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.5.

SECTION 28. INDEMNIFICATION

- 28.1 INDEMNIFICATION OF CORPORATION BY CITY. City undertakes and agrees to defend, indemnify, and hold harmless Corporation 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 and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising from the active negligence or willful misconduct incident to the performance of this Agreement by the City or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.
- 28.2 INDEMNIFICATION OF CITY BY CORPORATION. Corporation undertakes and agrees to defend, indemnify, and hold harmless 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 and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner incident to the performance of this Agreement by the Corporation or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.

SECTION 29. AMERICANS WITH DISABILITIES ACT

Corporation hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Corporation 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. Corporation 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 Corporation, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

SECTION 30. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Corporation 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 Corporation's fitness and ability to continue performing the Agreement. In accordance with the provisions of this Ordinance, by signing this Agreement, Corporation pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The Corporation further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Corporation is not in compliance with all applicable federal, state and local laws in performance of this Agreement; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Corporation has violated the provisions of Section 10.40.3(a) of the Ordinance; 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply

with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities 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 Ordinance in performance of the subcontract.

SECTION 31. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Corporation certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

SECTION 32. WARRANTY AND RESPONSIBILITY OF CORPORATION

Corporation warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Corporation's profession, doing the same or similar work under the same or similar circumstances.

SECTION 33. SIGNATURE AUTHORITY

The City Clerk of the City of Los Angeles and the Chairman of the Board, President, or Vice President and Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer of Corporation declare that they are authorized to execute this Agreement on behalf of City and Corporation.

SECTION 34. STANDARD PROVISIONS FOR CITY CONTRACTS

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 09/22) [v.1], 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)

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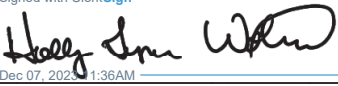

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IN WITNESS WHEREOF, this Agreement is duly executed by THE CITY OF LOS ANGELES and the ARTS DISTRICT LOS ANGELES, Inc. for administration of the Arts District Los Angeles Business Improvement District on behalf of the parties to this Agreement.

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

CORPORATION:
ARTS DISTRICT LOS ANGELES, INC a California non-profit corporation

Signed with ClerkSign
By:  
Dec 07, 2023 11:36AM
HOLLY L. WOLCOTT
City Clerk

Signed with ClerkSign
By:  
Nov 22, 2023 9:04AM
THOMAS WULF
Board Chair

Date: 12/07/2023

Date: 11/22/2023

Signed with ClerkSign
By:  
Dec 01, 2023 6:29AM
FRANK GALLO
Vice-Chair

Date: 12/01/2023

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

ATTESTATION:
HOLLY L. WOLCOTT, City Clerk

Signed with ClerkSign
By:  
Dec 07, 2023 10:42AM
Deputy City Attorney

By:  
Deputy

Date: 12/07/2023

Date: 12/08/2023

Council File No. 23-0391

FINAL

**Arts District Los Angeles
Business Improvement District
Management District Plan**

**For
A Property Based
Business Improvement District Renewal
In the Arts District Los Angeles District of Los Angeles**

**November 2022
(11/14/22)**

**Prepared By
Urban Place Consulting Group, Inc.**

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For the
Arts District Los Angeles Business Improvement District (District)
Los Angeles, California

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Management District Plan Summary

The name of the renewed Property-based Business Improvement District is the “Arts District Los Angeles Business Improvement District” (the “District”). The District is being renewed pursuant to Section 36600 et seq. of the California Streets and Highways Code, The “Property and Business Improvement District Law of 1994 as amended”, hereinafter referred to as State Law.

Developed by the Arts District Los Angeles Board of Directors, the Arts District Los Angeles Business Improvement District Management Plan conveys special benefits to assessed parcels located within the Arts District Los Angeles Business Improvement District area. The District will provide continued activities in three program areas including: Clean & Safe, Communications and Management. Each of the programs is designed to meet the goals of the District which are to improve the safety and cleanliness of each individual assessed parcel within the District, to increase building occupancy and lease rates, to encourage new business development; and attract ancillary businesses and services for assessed parcels within the District.

The boundary of the Arts District Los Angeles was created to include the Arts District in Downtown Los Angeles. The Business Improvement District area is bounded roughly by the 101 Freeway, Alameda Street, Violet Street, and the Los Angeles River. The property uses within the general boundaries of the Arts District Los Angeles Business Improvement District are a mix of small industrial, retail, education, religious, parking, publicly owned, office, creative and live work. Services and improvements provided by the District are designed to provide special benefits in the form of improving economic and environmental vitality by increasing building occupancy and lease rates, encouraging new business development, encouraging a creative environment, attracting residential serving businesses and services that provide a special benefit to live-work, attracting office tenants, attracting retail customers and encouraging commerce to the small industrial, retail, education, religious, parking, publicly owned, office, creative, residential, and live-work parcels within the District. All of which specially benefit from the improvements and activities of the District.

Boundary: See Section 2, page 6 and map, page 7.

Budget: The total District budget for the 2024 year of operation is approximately \$1,870,100.

Improvements, Activities, Services:

CLEAN & SAFE	\$1,401,450	75%
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Enhanced Safe Programs:

An Arts District Los Angeles Business Improvement District Safe Team to deter crime for parcels in the District will consist of the following:

- Bicycle Patrol
- Vehicle Patrol
- Foot Patrol

Enhanced Clean Programs will consist of the following:

- Sidewalk Sweeping
- Sidewalk Pressure Washing
- Graffiti & Handbill Removal
- Trash Removal
- Landscape Programs

COMMUNICATION **\$93,730** **5%**

- Media and Communication Programs
- District stakeholder communications
- Website

**MANAGEMENT/OFFICE EXPENSES/CITY FEES/
DELINQUENT ASSESSMENTS** **\$374,920** **20%**

Management staff expenses are allocated according to generally accepted accounting job costing procedures and are allocated to the specific areas in which staff works (see Section 3, for detail on allocation). The improvements and activities are managed by a professional staff that requires centralized administrative support. Management staff oversees the District's services which are delivered seven days a week. A well-managed District provides necessary BID program oversight and guidance that produces higher quality and more efficient programs.

2023 CARRYOVER FUNDS

The estimate for assessment funds carried over from the current Arts District Los Angeles Business Improvement District to the first year 2024 budget is \$50,000. The amount of actual prior year carryover funds, if any, from the 2023 budget will be applied to the 2024 District budget. The funds will be applied to the same budget line item in 2024 as the line item in 2023 that was the source of the carryover funds. Carryover funds from 2023, if any exist, are projected to be from the clean and safe line item. Therefore, the Clean and Safe budget line item of \$1,401,450 could increase to as much as \$1,451,450 if the total \$50,000 carryover becomes a reality and is totally from the Clean and Safe line item.

Method of Financing: A levy of special assessments upon real property that receives special benefits from the improvements and activities.

Benefit Zones: The State Law and State Constitution Article XIIIID require that special assessments be levied according to the special benefit each assessed parcel receives from the improvements. In order to match assessment rates to special benefits, all property within the Arts District Los Angeles Business Improvement District is assessed using the same assessment methodology. There is only one zone.

Cost: Annual assessments are based upon an allocation of program costs and a calculation of assessable footage. Two property assessment variables, parcel square footage and building square footage, will be used in the calculation. The 2024 year assessments per assessment variable will not exceed amounts listed in the following chart:

Building Square Foot Assessment Rate	\$0.07996
Parcel Square Foot Assessment Rate	\$0.07637

Increases: Annual assessment increases will not exceed 5% per year. Increases will be determined by the Business Improvement District Owners' Association Board of Directors and will vary between 0% and 5% in any given year. Any annual budget surplus, including those created through cost saving measures, labor vacancies, unexpected reductions in expenses caused by one-time events or unanticipated increases to income, will be rolled into the following year's budget. Including surpluses from the prior District 2023 budget. The budget will be set accordingly, within the constraints of the Management District Plan to adjust for surpluses that are carried forward to ensure that the District is spending these funds in a timely manner and is complying with applicable State laws and City policies. The estimated budget surplus amount will be included in the annual report each year.

District Formation: District formation requires submission of favorable petitions from property owners representing more than 50% of total assessments to be paid and the return of mail ballots evidencing a majority of the weighted ballots cast in favor of the assessment. Ballots are weighted by each property owner's assessment as proportionate to the total proposed District assessment amount.

Duration: The District will have a 7-year life beginning January 1, 2024 and ending December 31, 2030.

Governance: The Owners' Association will review District budgets and policies annually within the limitations of the Management District Plan. Annual and quarterly reports, financial statements and newsletters will be filed with the City of Los Angeles (City). The Owners' Association will oversee the day-to-day implementation of services as defined in the Management District Plan.

Section 2

Arts District Los Angeles Business Improvement District Boundaries

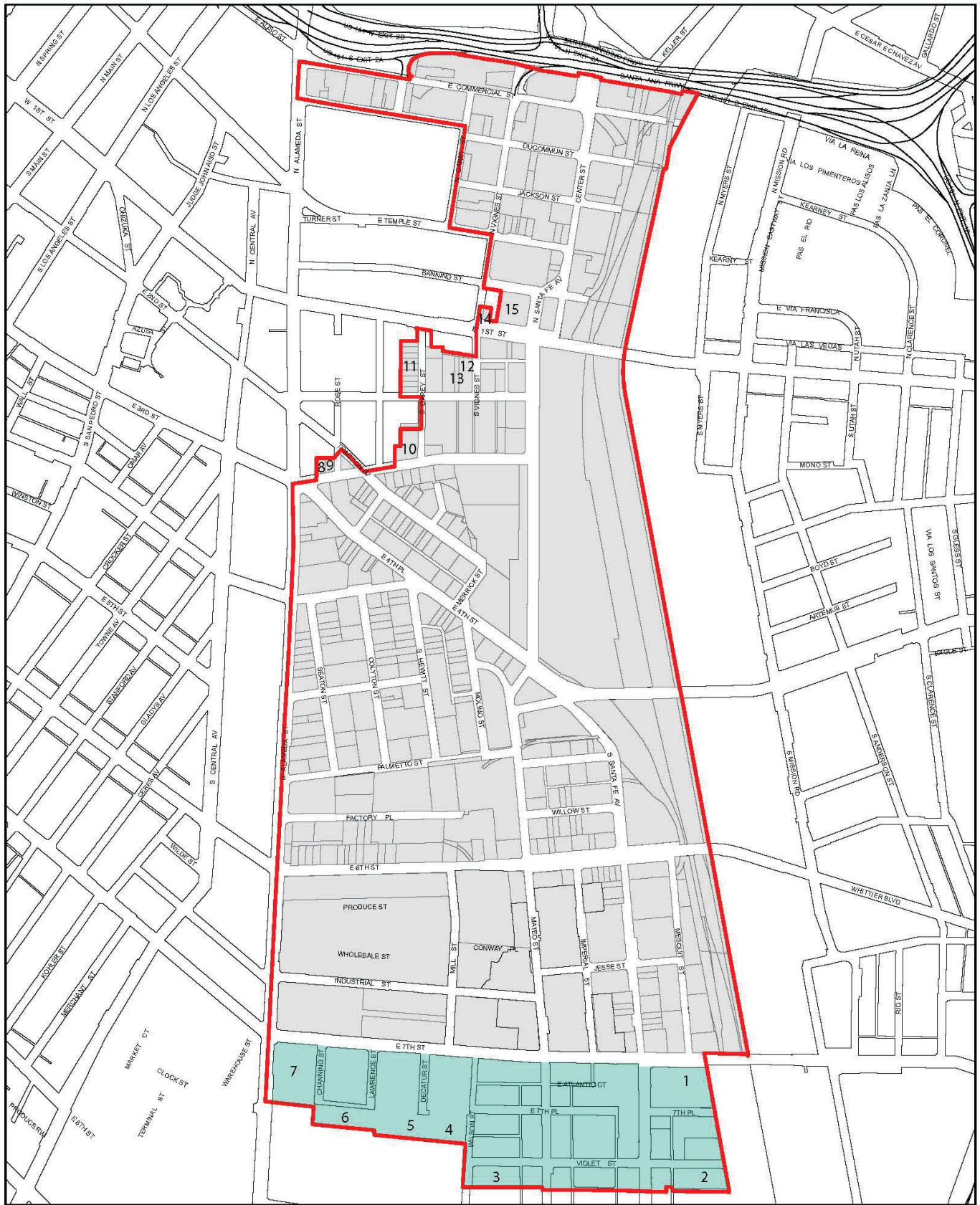
The Arts District Los Angeles Business Improvement District includes all property within a boundary formed by:

Summary – The proposed District is bounded roughly by the 101 Freeway, Alameda Street, Violet Street, and the Los Angeles River. The Arts District Los Angeles Business Improvement District includes all property within a boundary formed by:

The proposed Arts District Los Angeles Business Improvement District area contains all property within the following boundary description: Beginning on the southeast corner of Alameda Street and the 101 Freeway go east along the southern boundary of the 101 Freeway right of way to the Los Angeles River. At the Los Angeles River go south along the western boundary of the Los Angeles River to 7th Street. Turn west on 7th Street and then south along the eastern property line of parcel (1) 5166-002-046 to parcel (2) 5166-004-027. Turn west along the southern property line of parcel (2) 5166-004-027 to parcel (3) 5166-018-014. Turn north on Wilson Street along the western property line of parcel (3) 5166-018-014 to parcel (4) 5166-032-050. Turn west along the southern property line of parcels (4) 5166-032-050, (5) 5166-032-049, (6) 5166-032-011, and (7) 5166-034-009 to Alameda Street. Go north on Alameda Street to the intersection at 3rd Street. At 3rd Street turn eastbound, then north along the western boundary of parcel (8) 5163-009-904. Go west along the northern property line of parcels (8) 5163-009-904 and (9) 5163-009-903. Go north on Rose Street until the intersection of Traction Avenue. Go southeast on Traction Avenue, then turn east along 3rd Street until the western property line of parcel (10) 5163-007-010. Turn north at the western property line of parcel number (10) 5163-007-010, follow this to the northern property line of parcel (10) 5163-007-010. Turn east along the north property line of parcel (10) 5163-007-010 to Garey Street. Turn north on Garey Street to the intersection with 2nd Street. Turn west on 2nd Street until parcel (11) 5163-003-063. Turn north along the western property lines of parcel (11) 5163-003-063. Go east along the northern property line of parcel (11) 5163-003-063. Continue east across Garey Street along the northern property lines of parcels (12) 5163-004-007 and (13) 5163-004-011. Turn north on Vignes Street through the intersection at 1st Street. Continue north on Vignes Street to parcel (14) 5173-013-014 and turn east along the northern property line of this parcel, then south along the eastern line of this parcel. Turn east on 1st Street to the western property line of (15) 5173-013-020, then north along that parcels western property line to Banning Street. Turn west on Banning Street, then north on Vignes Street to Temple Street. Go west on Temple Street until Garey Street. Go north on Garey Street to Ducommun Street. Go west on Ducommun Street until Alameda Street. Turn north on Alameda Street until the beginning point at the intersection with the 101 Freeway.

District Expansion

The Arts District Los Angeles boundaries have expanded south to include parcels south of 7th Street to roughly the south side of Violet Street between Alameda Street and the Railroad tracks not previously in the District. The area is detailed on the map on page 7. Parcels within this area have similar uses to Arts District Los Angeles parcels such as small industrial, retail, office, creative, residential and live work.



- BID PROPERTIES
- B.I.D. BOUNDARY
- 2024 BID EXPANSION PROPERTIES

ARTS DISTRICT LOS ANGELES
 Business Improvement District
 2024 - 2030

District Boundary Rationale

The property uses within the general boundaries of the Arts District Los Angeles Business Improvement District are a mix of small industrial, retail, education, religious, parking, publicly owned, office, creative, residential and live work. Services and improvements provided by the District are designed to provide special benefits to parcels that contain small industrial, retail, education, religious, parking, publicly owned, office, creative, residential and live work within the District. Services and improvements provided by the District are designed to provide special benefits in the form of improving the economic and environmental vitality by increasing building occupancy and lease rates, encouraging new business development, encouraging a creative environment, attracting residential serving businesses and services that provide a special benefit to live work, attracting office tenants, attracting retail customers and encouraging commerce to the small industrial, retail, education, religious, parking, publicly owned, office, creative, residential and live-work parcels within the District. All of the services provided, such as the security work provided by the Safe Team and the cleaning work provided by the Clean Team, are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District because of the unique nature of these services focusing on the particular needs of each individually assessed property within the District. These services provide particular and distinct benefits to each of the individually assessed parcels within the District.

Northern Boundary: The northern boundary of the Arts District Los Angeles Business Improvement District is the 101 Freeway. The 101 Freeway acts as a barrier on the northern boundary and acts to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment. Improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, security patrols, cleaning personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels on the streets and sidewalks within the District and will not provide services outside of District boundaries.

Eastern Boundary: The eastern boundary of the Arts District Los Angeles Business Improvement District is the Los Angeles River. The Los Angeles River acts as a barrier in order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment. Improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, security patrols, cleaning personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels on the streets and sidewalks within the District and will not provide services outside of District boundaries.

Southern Boundary: The southern boundary of the Business Improvement District is roughly Violet Street. The parcels south of the District boundaries are primarily large industrial uses, rather than the primarily office, creative, residential, live work, and small industrial uses within the District. Large industrial use parcels have limited access points, are entirely inward focused and generally do not interact with the community around them and do not generate business from the District. A cleaner and safer community around these large industrial uses will not provide special benefit in the form of increased commerce or lease rates. They will not benefit from the District programs that are designed to provide special benefits to retail, education, religious, parking, publicly owned, office, creative, residential, live work, and small industrial uses. Improvements and services will only be provided to

individual assessed parcels within the boundaries of the District. Specifically, security patrols, cleaning personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels on the streets and sidewalks within the District and will not provide services outside of District boundaries.

Western Boundary: The western boundary of the Arts District Los Angeles Business Improvement District south of 3rd Street is Alameda Street which is a very high-volume truck route acting as a barrier between parcels on the west side and parcels on the east side of Alameda Street (within the District). South of 3rd Street the western boundary of the Arts District Los Angeles abuts the eastern boundary of the Downtown Industrial Business Improvement District (BID) which provides improvements and activities similar to those provided by the Arts District Los Angeles Business Improvement District. North of 3rd Street the western boundary of the Arts District Los Angeles abuts the eastern boundary of the Little Tokyo Business Improvement District (BID) which provides improvements and activities similar to those provided by the Arts District Los Angeles Business Improvement District. Additionally, State Law indicates that proposed districts, such as the Arts District Los Angeles BID, cannot expand into existing, established Property-Based BID district boundaries, such as the adjacent Downtown Industrial BID. Improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, security patrols, cleaning personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels on the streets and sidewalks within the District and will not provide services outside of District boundaries.

District Expansion

The Arts District Los Angeles boundaries have expanded south to include parcels south of 7th Street to roughly the south side of Violet Street between Alameda Street and the Railroad tracks not previously in the District. The area is detailed on the map on page 7. Parcels within this area have similar uses to Arts District Los Angeles parcels such as small industrial, retail, office, creative, residential and live work.

Section 3

District Improvement and Activity Plan

Process to Establish the Improvement and Activity Plan

Through a series of property owner meetings, the Arts District Los Angeles Business Improvement District Board of Directors collectively determined the priority for improvements and activities to be delivered by the District. The primary needs as determined by the parcel owners were safety, cleaning, communications and management. All of the services provided such as the safety work provided by the Safe Team and the cleaning work provided by the Clean Team are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District and because of their unique nature focusing on the particular needs of each assessed parcel within the District provide particular and distinct benefits to each of the assessed parcels within the District. Each of the services provided by the District are designed to meet the needs of the small industrial, retail, education, religious, parking, publicly owned, office, creative and live work uses that make up the District and provide special benefit to each of the assessed parcels.

All of the improvements and activities detailed below are provided only to assessed parcels defined as being within the boundaries of the District and provide benefits which are particular and distinct to each of the assessed parcels within the proposed District. No improvements or activities are provided to parcels outside the District boundaries. All assessments outlined in this Management District Plan go only for services directly benefiting each of the assessed parcels paying the assessments in this District. All services will be provided to the assessed parcels, defined as being within the District boundaries and no services will be provided outside the District boundaries, and each of the services: Safe/Clean, Communication and Management are unique to the District and to each of the District's assessed parcels. All special benefits provided are particular and distinct to each assessed parcel.

Small industrial parcels benefit from District programs that work to enhance a sense of safety and cleanliness and provides greater pedestrian traffic and increased sales within the District. Retail parcels benefit from District programs that work to provide greater pedestrian traffic, increased sales, an enhanced business climate, new business attraction, business retention, and increased business investment within the District. Education parcels benefit from District programs that work to provide an enhanced sense of safety, cleanliness and positive user experience which, in turn, enhances student enrollment, attracts students, and District investment. Religious parcels benefit from District programs that work to provide a better pedestrian experience and an enhanced sense of safety which provides an opportunity to increase attendance within the District. Parking parcels benefit from District programs which work to provide an enhanced business climate, new business attraction, business retention, District investment, and increased sales, all of which work to draw more users and cars to the District. Publicly owned parcels benefit from District programs which work to provide greater pedestrian traffic and increased use which translates into fulfilling their public service mission. Office parcels benefit from the District programs which increase pedestrian foot traffic and provide an enhanced sense of safety, cleanliness, and a creative environment within the District. This all works to increase occupancy and enhance the business climate, new business attraction, business retention and business investment. Creative parcels benefit from District programs that provide an enhanced sense of safety and cleanliness and support a creative environment within the District. Residential parcels benefit from District programs that provide an enhanced sense of safety, cleanliness and a positive user experience which, in turn, enhances the business climate and improves the business offering and attracts new

residents within the District. Live work parcels benefit from District programs that provide an enhanced sense of safety, cleanliness and a creative environment within the District which in turn enhances the business climate and improves the business offering and attracts new residents, businesses and District investment.

All benefits derived from the assessments outlined in the Management District Plan are for services directly and specially benefiting the assessed parcels within this area and support increased commerce, business attraction and retention, increased property rental income, increased residential serving businesses such as restaurants and retail and enhanced overall safety and image within the Arts District Los Angeles. All services, Safety, Cleaning, Communication, and Management services are provided solely to assessed parcels within the district to enhance the image and viability of properties and businesses within the Arts District Los Angeles Business Improvement District boundaries and are designed only for the direct special benefit of the assessed parcels in the District. No services will be provided to non-assessed parcels outside the District boundaries. Special benefit means, for purposes of a property-based district, a particular and distinct benefit conferred on real property located in a district over and above any general benefits to the public at large. (For a further definition of special benefits see Engineer’s Report page 17 “Special Benefit”)

TOTAL ASSESSMENT

The total improvement and activity plan budget for 2024 is projected at \$1,870,100. Of the total budget, special benefit to parcels within the District totals \$1,832,698 and is funded by property assessments. General benefit from the District budget is calculated to be \$37,402 and is not funded by assessment revenue from District parcels. The costs of providing each of the budget components was developed from actual experience obtained in providing these same services over the last 10 years of operation of the Arts District Los Angeles Business Improvement District. Actual service hours and frequency will vary in order to match District needs over the 7-year life of the District. A detailed operation deployment for 2024 is available from the property owner’s association. The budget is made up of the following components.

2023 CARRYOVER FUNDS

The estimate for assessment funds carried over from the current Arts District Los Angeles Business Improvement District to the first year 2024 budget is \$50,000. The amount of actual prior year carryover funds, if any, from the 2023 budget will be applied to the 2024 District budget. Because there is no certainty that there will be any surplus funds, the surplus funds are not included in the 2024 budget. The funds will be applied to the same budget line item in 2024 as the line item in 2023 that was the source of the carryover funds. Carryover funds from 2023, if any exist, are projected to be from the Clean and Safe line item. Therefore, the Clean and Safe budget line item of \$1,401,450 could increase to as much as \$1,451,450 if the total \$50,000 carryover becomes a reality and is totally from the Clean and Safe line item.

	Budget	Possible
	\$1,401,450	Carryover
CLEAN AND SAFE PROGRAMS		\$50,000
Management staff expenses are allocated according to generally accepted accounting job costing procedures and are allocated to the specific areas in which staff works. 11% of the Clean and Safe budget is allocated to management staff expenses.		

Safe Team Program

The Safety Program will provide safety services for the individual parcels located within the District in the form of patrolling bicycle personnel, walking patrols, and vehicle patrols. The purpose of the Safe Team Program is to deter and report illegal activities taking place on the streets, sidewalks, storefronts, and parking lots. The presence of the Safe Team Program is intended to deter such illegal activities as vandalism, graffiti, narcotic use or sales, public urination, trespassing, drinking in public, prostitution, illegal panhandling, and illegal dumping. The Program will supplement, not replace, other ongoing police, security and patrol efforts within the District. The Safe Team Program will only provide its services within the District boundaries. The special benefit to parcels from these services is increased commercial activity which directly relates to increases in lease rates and customer usage. A District that is perceived as unsafe deters pedestrian and commercial activity.

Small industrial parcels benefit from District programs that work to enhance a sense of safety and cleanliness and provides greater pedestrian traffic and increased sales within the District. Retail parcels benefit from District programs that work to provide greater pedestrian traffic, increased sales, an enhanced business climate, new business attraction, business retention, and increased business investment within the District. Education parcels benefit from District programs that work to provide an enhanced sense of safety, cleanliness and positive user experience which, in turn, enhances student enrollment, attracts students, and District investment. Religious parcels benefit from District programs that work to provide a better pedestrian experience and an enhanced sense of safety which provides an opportunity to increase attendance within the District. Parking parcels benefit from District programs which work to provide an enhanced business climate, new business attraction, business retention, District investment, and increased sales, all of which work to draw more users and cars to the District. Publicly owned parcels benefit from District programs which work to provide greater pedestrian traffic and increased use which translates into fulfilling their public service mission. Office parcels benefit from the District programs which increase pedestrian foot traffic and provide an enhanced sense of safety, cleanliness, and a creative environment within the District. This all works to increase occupancy and enhance the business climate, new business attraction, business retention and business investment. Creative parcels benefit from District programs that provide an enhanced sense of safety and cleanliness and support a creative environment within the District. Residential parcels benefit from District programs that provide an enhanced sense of safety, cleanliness and a positive user experience which, in turn, enhances the business climate and improves the business offering and attracts new residents within the District. Live work parcels benefit from District programs that provide an enhanced sense of safety, cleanliness and a creative environment within the District which in turn enhances the business climate and improves the business offering and attracts new residents, businesses and District investment.

Clean Team Program

In order to consistently deal with cleaning issues, a Clean Program will continue to be provided as it has for the last 10 years. The Clean Team will only provide service to properties within District boundaries. A multi-dimensional approach has been developed consisting of the following elements.

Uniformed, radio equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the District. Paper signs and handbills that are taped or glued on property, utility boxes, and poles are removed. District personnel will pressure wash sidewalks when needed. Collector truck personnel collect trash from sidewalk trash receptacles. Painters remove graffiti by painting, using solvent and pressure washing. The District maintains a zero-tolerance graffiti policy. An effort is made to remove all tags within 24 hours on weekdays. Street tree trimming is important to keep the District looking attractive and will be considered when the budget allows. Clean sidewalks support an increase in commerce and provides a special benefit to each individually assessed parcel in the district.

Small industrial parcels benefit from District programs that work to enhance a sense of safety and cleanliness and provides greater pedestrian traffic and increased sales within the District. Retail parcels benefit from District programs that work to provide greater pedestrian traffic, increased sales, an enhanced business climate, new business attraction, business retention, and increased business investment within the District. Education parcels benefit from District programs that work to provide an enhanced sense of safety, cleanliness and positive user experience which, in turn, enhances student enrollment, attracts students, and District investment. Religious parcels benefit from District programs that work to provide a better pedestrian experience and an enhanced sense of safety which provides an opportunity to increase attendance within the District. Parking parcels benefit from District programs which work to provide an enhanced business climate, new business attraction, business retention, District investment, and increased sales, all of which work to draw more users and cars to the District. Publicly owned parcels benefit from District programs which work to provide greater pedestrian traffic and increased use which translates into fulfilling their public service mission. Office parcels benefit from the District programs which increase pedestrian foot traffic and provide an enhanced sense of safety, cleanliness, and a creative environment within the District. This all works to increase occupancy and enhance the business climate, new business attraction, business retention and business investment. Creative parcels benefit from District programs that provide an enhanced sense of safety and cleanliness and support a creative environment within the District. Residential parcels benefit from District programs that provide an enhanced sense of safety, cleanliness and a positive user experience which, in turn, enhances the business climate and improves the business offering and attracts new residents within the District. Live work parcels benefit from District programs that provide an enhanced sense of safety, cleanliness and a creative environment within the District which in turn enhances the business climate and improves the business offering and attracts new residents, businesses and District investment.

The Clean Team will only provide service to assessed parcels within District boundaries. The special benefit to assessed parcels from these services is increased commercial activity which directly relates to increases in lease rates and customer usage. Dirty and unclean sidewalks deter pedestrians and commercial activity.

COMMUNICATIONS

\$93,370

Management staff expenses are allocated according to generally accepted accounting job

11.14.22

13

costing procedures and are allocated to the specific areas in which staff works. 20% of the communications budget is allocated to management staff expenses.

In order to communicate the changes that are taking place in the Arts District Los Angeles Business Improvement District and to enhance the positive perception of the Arts District Los Angeles Business Improvement District parcels, a professionally developed communications program has been created. This is a special benefit because it works to improve the positive perception of the District. Decisions on where to shop, eat, work and live are largely based on a perception of the place. The special benefit to District assessed parcels from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce.

This all works to increase occupancy and enhance the business climate, new business attraction, business retention and business investment. Small industrial parcels benefit from increased exposure and awareness of District programs that provide new business attraction and increased commercial activity. Retail parcels benefit from increased exposure and awareness of District programs that work to provide greater pedestrian traffic, increased sales, an enhanced business climate, new business attraction, business retention, and increased business investment. Education parcels benefit from District programs which increase exposure and awareness of District amenities which in turn work to provide greater pedestrian traffic and increased use which makes employees, students, and visitors feel safe. Religious parcels benefit from District programs which increase exposure and awareness of District amenities which provides an opportunity to increase attendance within the District. Parking parcels benefit from District programs which work to provide an increased exposure and awareness which in turn work to provide an enhanced business. Publicly owned parcels benefit from District programs which work to provide greater pedestrian traffic and increased use which makes employees and visitors feel safe. Office and creative parcels benefit from District programs that work to provide increased exposure and awareness which in turn work to provide an enhanced business climate, new business and tenant attraction, business/tenant retention, and increased business investment. Residential and live work parcels benefit from District programs that provide an increased awareness of District amenities such as retail and transit options which, in turn, enhances the business climate and improves the business offering and attracts new residents.

The following are the marketing and district identity programs:

- Media and Communication Programs
- District stakeholder communications
- Website

MANAGEMENT/OFFICE/CITY FEES

\$374,920

Management staff expenses are allocated according to generally accepted accounting job costing procedures and are allocated to the specific areas in which staff works. 47% of the Management budget is allocated to management staff expenses.

The improvements and activities are managed by a professional staff that requires centralized administrative support. Management staff oversees the District's services which are delivered

seven days a week. Management staff actively works and advocates on behalf of the District parcels to ensure that City and County services and policies support the District. 53% of Management are for administration items such as office expenses, professional services, organizational expenses such as insurance, the cost to conduct a yearly financial review, City fees to collect and process the assessments. Renewal of the District will be funded from this line item.

A well-managed District provides necessary BID program oversight and guidance that produces higher quality and more efficient programs. Management staff implement the programs and services of the District. Management staff expenses are allocated according to generally accepted accounting job costing procedures and are allocated to the specific areas in which staff works. The special benefit to assessed parcels from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce.

SEVEN-YEAR OPERATING BUDGET

A projected seven-year operating budget for the Arts District Los Angeles Business Improvement District is provided below. The projections are based upon the following assumptions.

Assessments will be subject to annual increases not to exceed 5% per year. Increases will be determined by the Board of Directors of the District Owner's Association and will vary between 0% and 5% in any given year. The projections below illustrate a maximum 5% annual increase for all budget items.

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. The Board of Directors of the Owner's Association shall have the right to reallocate up to 10% by line item of the budget allocation within the budgeted categories. Any change will be approved by the Owners' Association Board of Directors and submitted within its annual planning report, pursuant to Section 36650 of the California Streets and Highways Code. The overall budget shall remain consistent with this Management District Plan. Each assessed parcel pays for 100% of the special benefit received based on the level of benefit received. Any annual budget surplus, including those created through cost saving measures, labor vacancies, unexpected reductions in expenses caused by one-time events or unanticipated increases to income, will be rolled into the following year's budget. The carryover funds will be applied to the same budget line item as the line item that was the source of the carryover funds. The budget will be set accordingly, within the constraints of the Management District Plan, to adjust for surpluses that are carried forward to ensure that the District is spending these funds in a timely manner and is complying with applicable State laws and City policies. The estimated budget surplus amount will be included in the Annual Planning Report each year. District funds may be used for renewal. Funds from an expired District shall be rolled over into the new District if one is established or returned to the property owners if one is not established, in accordance with Streets and Highways Code section 36671. The estimate for assessment funds carried over from the current Arts District Los Angeles Business Improvement District to the first year 2024 budget is \$50,000. The amount of actual prior year carryover funds, if any, from the 2023 budget will be applied to the 2024 District budget. The funds will be applied to the same budget line item in 2024 as the line item in 2023 that was the source of the carryover funds. Carryover funds from 2023, if any exist, are projected to be from the clean and safe line item. Therefore, the Clean and Safe budget line item of \$1,401,450

could increase to as much as \$1,451,450 if the total \$50,000 carryover becomes a reality and is totally from the Clean and Safe line item.

	2024	2025	2026	2027	2028	2029	2030
Clean & Safe	\$1,401,450.00	\$1,471,522.50	\$1,545,098.63	\$1,622,353.56	\$1,703,471.23	\$1,788,644.80	\$1,878,077.04
Communication	\$93,730.00	\$98,416.50	\$103,337.33	\$108,504.19	\$113,929.40	\$119,625.87	\$125,607.16
Management/Office/City Fees	\$374,920.00	\$393,666.00	\$413,349.30	\$434,016.77	\$455,717.60	\$478,503.48	\$502,428.66
Total Budget	\$1,870,100.00	\$1,963,605.00	\$2,061,785.25	\$2,164,874.51	\$2,273,118.24	\$2,386,774.15	\$2,506,112.86
Assessable Budget	\$1,832,698.00	\$1,924,332.90	\$2,020,549.55	\$2,121,577.02	\$2,227,655.87	\$2,339,038.67	\$2,455,990.60
Other Revenue**	\$37,402.00	\$39,272.10	\$41,235.71	\$43,297.49	\$45,462.36	\$47,735.48	\$50,122.26
Total Revenues	\$1,870,100.00	\$1,963,605.00	\$2,061,785.25	\$2,164,874.51	\$2,273,118.24	\$2,386,774.15	\$2,506,112.86

*Assumes 5% yearly increase on all budget items. Note: Any accrued interest or delinquent payments will be expended in the above categories.

** Other non-assessment funding to cover the cost associated with general benefit.

Section 4 Assessment Methodology

In order to ascertain the correct assessment methodology to equitably apply special benefits to each assessed parcel for property related services as proposed to be provided by the Arts District Los Angeles Business Improvement District, benefit will be measured by parcel size and square feet of building size. Special circumstances, such as a parcel's location within the District area and need and/or frequency for services, are carefully reviewed relative to the specific and distinct type of programs and improvements to be provided by the District in order to determine the appropriate levels of assessment. Special benefit means, for purposes of a property-based district, a particular and distinct benefit conferred on real property located in a district over and above any general benefits to the public at large. For a definition of special benefits see the Engineer's Report page 17.

The methodology to levy assessments upon real property that receives special benefits from the improvements and activities of the Arts District Los Angeles Business Improvement District is Parcel Square Footage and Building Square Footage as the two assessment variables. Parcel Square Footage is relevant to the highest and best use of a property and will reflect the long-term value implications of the improvement district. Building Square Footage is relevant to the interim use of a property and is utilized to measure short and mid-term special benefit.

Services and improvements provided by the District are designed to provide special benefits to the mix of small industrial, retail, education, religious, parking, publicly owned, office, creative, residential and live work parcels. The use of each parcel's Parcel Square Footage and Building Square Footage is the best measure of benefit for the programs because the intent of the District programs is to improve the safety of each individual parcel, to increase building occupancy and lease rates, to encourage new business development and attract ancillary businesses and services for parcels within the District. In other words, to attract more customers, residents, patrons, tenants, clients and or employees. The best way to determine each parcel's proportionate special benefit from the District programs is to relate each parcel's Parcel Square Footage and Building Square Footage to every other parcel's Parcel Square Footage and Building Square Footage.

Parcel Square Footage Defined. Parcel Square Footage is defined as the total amount of area within the borders of the parcel. The borders of a parcel are defined on the County Assessor parcel maps.

Building Square Footage Defined. Building Square Footage is defined as gross building square footage as determined by the outside measurements of a building.

Calculation of Assessments

The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of an improvement or the cleaning and operation expenses of an improvement or the cost of the property service being provided. Due to the proportionate special benefits received by these individual parcels from the District services, these parcels will be assessed a rate which is proportionate to the amount of special benefits received. Only special benefits are assessable, and these benefits must be separated from any general benefits. The Engineer's report has calculated that 2% of the programs provided by the District provide general benefit. Assessment revenue cannot be used to pay for general benefits. (See page 17 of the Engineer's Report for

discussion of general and special benefits) The preceding methodology is applied to a database that has been constructed by the District Owners' Association and its consultant team. The process for compiling the property database includes the following steps:

- Property data was first obtained from the County of Los Angeles Assessor's Office.
- A database was submitted to the City Clerk's office for verification.
- A list of properties to be included within the District is provided in Section 7.

Assessable Footage

Building Square Footage	11,460,746
Parcel Square Footage	11,998,591

Benefit Zones

The State Law and State Constitution Article XIID require that special assessments be levied according to the special benefit each individual parcel receives from the improvements. In order to match assessment rates to benefits, the levels of appropriate service delivery were determined by analyzing historical data on the amount of clean and safe services delivered to parcels, current service delivery needs and projecting future needs over the term of the District in order to produce a common level of safety and cleanliness for each parcel throughout the District. It was determined that all parcels within the District will be assessed using the same assessment method and rate structure.

Assessments

Based on the special benefit factors and assessment methodology discussed in the Engineer's Report on page 17, Parcel Square Footage, Building Square Footage and the proposed budget, the following illustrates the first year's maximum annual assessment. Assessment rates are rounded off to the fifth decimal place and a parcel's assessment may vary slightly when calculated using the assessment rates below.

Building Square Foot Assessment Rate	\$0.07996
Parcel Square Foot Assessment Rate	\$0.07637

Assessment Rate Calculation

The assessment rate is determined by the following calculation:

Total Assessment Budget = \$1,832,698

Assessment Budget allocated to Building Square Footage @ 50% = \$916,349

Assessment Budget allocated to Parcel Square Footage @ 50% = \$916,349

Building Square Footage Assessment Rate-

Assessment Budget \$916,349 / 11,460,746 Building Sq Ft = \$0.07996

Parcel Square Footage Assessment Rate-

Assessment Budget \$916,349 / 11,998,591 Parcel Sq Ft = \$0.07637

Sample Parcel Assessment

To calculate the assessment for a parcel with 5,000 square feet of building and 5,000 square feet of

parcel, multiply the Building Square Footage (5,000) by the Assessment Rate (\$0.07996) = (\$399.80) + multiple the Parcel Square Footage (5,000) by the Assessment Rate (\$0.07637) = (\$381.85) = Initial Annual Parcel Assessment (\$781.65).

Maximum Annual Assessment Adjustments

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. Assessments may be subject to annual increases not to exceed the assessment rates in the table below for any given year. Increases will be determined by the Board of Directors of the District Owner’s Association and will vary between 0% and 5% in any given year. The maximum increase for any given year cannot exceed 5% in that year. Any change will be approved by the Owner’s Association Board of Directors and submitted to the City within its annual planning report, pursuant to Section 36650 of the California Streets and Highways Code.

The projections below illustrate a maximum 5% annual increase for all assessment rates.

Maximum Assessment Table

	2024	2025	2026	2027	2028	2029	2030
Building Sq Footage Rate	\$0.07996	\$0.08395	\$0.08815	\$0.09256	\$0.09719	\$0.10205	\$0.10715
Parcel Sq Footage Rate	\$0.07637	\$0.08019	\$0.08420	\$0.08841	\$0.09283	\$0.09747	\$0.10234

Budget Adjustments

Any annual budget surplus, including those created through cost saving measures, labor vacancies, unexpected reductions in expenses caused by one-time events or unanticipated increases to income, will be rolled into the following year’s budget. The budget will be set accordingly, within the constraints of the Management District Plan, to adjust for surpluses that are carried forward to ensure that the District is spending these funds in a timely manner and is complying with applicable State laws and City policies. District funds may be used for renewal. The estimated budget surplus amount will be included in the annual report each year. Funds from an expired District shall be rolled over into the new District if one is established or returned to the property owners if one is not established, in accordance with Streets and Highways Code section 36671.

If an error is discovered on a parcel’s assessed parcel square footages or building square footages, the District may investigate and correct the assessed footages after confirming the correction with the L.A. County Assessor Data and City Clerk’s office. The correction will be made in accordance with the assessment methodology and may result in an increase or decrease to the parcel’s assessment.

Future Development

As a result of continued development, the District may experience the addition or subtraction of assessable footage for parcels included and assessed within the District boundaries. The modification for parcel improvements within the District, which changes upwards or downwards the amount of total footage assessed for these parcels will, pursuant to Government Code 53750, be prorated to the date they receive the temporary and/or permanent certificate of occupancy and will be billed directly by the City for the prorated year. Any delinquent assessments owed for the modification of assessable footage that was billed directly by the City will be added to the property tax roll for the following year as

delinquent. Parcels that experience a loss of building square footage need to provide notice of the change to the District by April 1st of each year.

In future years of the BID term, the assessments for the special benefits bestowed upon the included BID parcels may change in accordance with the assessment methodology formula listed in the Management District Plan and Engineer's Report, provided the assessment rate does not change. If the assessment formula changes and increases the assessments, then a ballot as defined in Article 13 Section D of the State Constitution will be required for approval of the formula changes.

Assessment Appeal Procedure

Property owners may appeal assessments that they believe are inaccurate. Appeals must be in writing, stating the grounds for appeal and filed with the Owners Association prior to April 1 of each year. Appeals shall be limited to the current assessment year. Any appeal not filed by April 1 shall not be valid. In any case, appeals will only be considered for the current year and will not be considered for prior years.

Time and Manner for Collecting Assessments

As provided by State Law, the District assessment will appear as a separate line item on annual property tax bills prepared by the County of Los Angeles. The Los Angeles City Clerk's office may direct bill the first year's assessment for all property owners and may direct bill any property owners whose special assessment does not appear on the tax rolls for each year of the BID term.

The assessments shall be collected at the same time and in the same manner as for the ad valorem property tax paid to the County of Los Angeles. These assessments shall provide for the same lien priority and penalties for delinquent payment as is provided for the ad valorem property tax.

However, assessments may be billed directly by the City for the first fiscal year of operation or for changes to assessments that occur during an assessment year and are prorated for a part of the year, and then by the County for all subsequent years. Any delinquent assessments owed for the first year will be added to the property tax roll for the following year as delinquent. These assessments shall provide for the same lien priority and penalties for delinquent payment as is provided for the ad valorem property tax. The property owner means any person shown as the owner/taxpayer on the last equalized assessment roll or otherwise known to be the owner/taxpayer by the County. The City of Los Angeles is authorized to collect any assessments not placed on the County tax rolls, or to place assessments, unpaid delinquent assessments, or penalties on the County tax rolls as appropriate to implement this Management District Plan.

Disestablishment

California State Law Section 36670 provides for the disestablishment of a District. Upon the termination of this District, any remaining revenues shall be transferred to the renewed District, if one is established, pursuant to Streets and Highways Code Section 36660 (b). Unexpended funds will be returned to property owners based upon each parcel's percentage contribution to the total year 2023 assessments if the District is not renewed.

Bond Issuance

The District will not issue Bonds.

Public Property Assessments

There are 44 publicly owned parcels in the District, all of which are identified as assessable and for which special benefit services will be provided. Of the 44 identified assessed parcels, 15 are owned by the City of Los Angeles, 7 by the Los Angeles Department of Water & Power, 16 by the Los Angeles County Metro Transit Agency, 2 by Los Angeles County, 3 by the Los Angeles Unified School District (LAUSD) and 1 by the State of California.

All publicly owned parcels will pay their proportional share of costs based on the special benefits conferred to those individual parcels. See Engineer's Report page 27 for publicly owned parcels special benefit designation. Article XIIID of the California Constitution was added in November 1996 and provides for these assessments. It specifically states in Section 4(a) that "Parcels within a district that are owned or used by any agency...shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit." Below is a list of the publicly owned parcels and their respective assessments.

APN	Address #	Direction	Street Name	Owner Name	2024 Asmt	%
5163009903	721	E	3RD ST	L A CITY	\$909.82	0.05%
5163023905	524		COLYTON ST	L A CITY	\$15,522.84	0.85%
5164001904	0			L A CITY	\$2,930.37	0.16%
5164007901	0			L A CITY	\$661.15	0.04%
5164007902	1435	E	6TH ST	L A CITY	\$1,993.06	0.11%
5164007903	1425	E	6TH ST	L A CITY	\$1,938.45	0.11%
5164007904	1415	E	6TH ST	L A CITY	\$510.84	0.03%
5164007905	1407	E	6TH ST	L A CITY	\$1,162.40	0.06%
5164007906	592		MATEO ST	L A CITY	\$823.01	0.04%
5164015901	600	S	SANTA FE AVE	L A CITY	\$3,157.88	0.17%
5173001900	430	E	COMMERCIAL ST	L A CITY	\$2,972.33	0.16%
5173002903	548	N	Hewitt	L A CITY	\$10,885.37	0.59%
5173014900	700	E	TEMPLE ST	L A CITY	\$18,688.83	1.02%
5173017900				L A CITY PLAYGROUND	\$48.50	0.00%
5163009904	713	E	3RD ST	LA CITY FIRE AND POLICE PENSION	\$490.30	0.03%
					\$62,695.15	3.42%
5164001902	0			L A CITY DEPT OF WATER AND POWER	\$18,222.39	0.99%
5164002900	0			L A CITY DEPT OF WATER AND POWER	\$861.47	0.05%
5164009900	0			L A CITY DEPT OF WATER AND POWER	\$2,625.92	0.14%
5164015900	631		MESQUIT ST	L A CITY DEPT OF WATER AND POWER	\$5,987.52	0.33%
5164016900	0			L A CITY DEPT OF WATER AND POWER	\$1,099.75	0.06%
5173004902	0			L A CITY DEPT OF WATER AND POWER	\$2,089.52	0.11%
5173016900	717		JACKSON ST	L A CITY DEPT OF WATER AND POWER	\$562.63	0.03%
					\$31,449.19	1.72%
5164004904	0			L A CO METROPOLITAN	\$2,088.76	0.11%
5164005904	0			L A CO METROPOLITAN	\$8,449.88	0.46%
5173013900	120	N	SANTA FE AVE	L A CO METROPOLITAN	\$3,290.54	0.18%
5173022904	234		CENTER ST	L A CO METROPOLITAN	\$3,133.38	0.17%
5173022905	815	E	TEMPLE ST	L A CO METROPOLITAN	\$9,890.95	0.54%
5173022906	210		CENTER ST	L A CO METROPOLITAN	\$5,761.37	0.31%
5173022907	0			L A CO METROPOLITAN	\$2,248.45	0.12%
					\$34,863.33	1.90%
5163012900	321	S	HEWITT ST	L A COUNTY	\$6,109.25	0.33%

5163013900	813	E	4TH PL	L A COUNTY	\$5,386.12	0.29%
					\$11,495.37	0.63%
5173001901	0			L A COUNTY METROPOLITAN	\$1,740.50	0.09%
5173001902	0			L A COUNTY METROPOLITAN	\$243.62	0.01%
5173020913	500	N	CENTER ST	L A COUNTY METROPOLITAN	\$4,818.58	0.26%
					\$6,802.71	0.37%
					\$6,802.71	0.37%
5166033901	727		WILSON ST	L A UNIFIED SCHOOL DIST	\$6,952.85	0.38%
5173004900	0			L A UNIFIED SCHOOL DIST	\$7,734.56	0.42%
5173004903	0			L A UNIFIED SCHOOL DIST	\$2,316.99	0.13%
					\$17,004.39	0.93%
5163017900	214	S	SANTA FE AVE	LACMTA	\$137,909.07	7.52%
5173019901	628	E	ALISO STREET	LACMTA	\$694.98	0.04%
5173019902	622	E	ALISO STREET	LACMTA	\$313.12	0.02%
5173019903	0			LACMTA	\$526.20	0.03%
5173021902	0			LACMTA	\$3,360.04	0.18%
5173021903	0			LACMTA	\$1,278.46	0.07%
					\$144,081.86	7.86%
5173003900	0			STATE OF CA	\$7,052.67	0.38%

Section 5 District Rules and Regulations

Pursuant to the Property and Business Improvement law of 1994, as amended, a business improvement district may establish rules and regulations that uniquely apply to the District. The District has adopted the following rules:

- **Competitive Procurement Process**

The Owner's Association shall develop a policy for competitive bidding when purchasing substantial amounts of services, products and/or equipment. The policy will aim to maximize service, quality, efficiency and cost effectiveness.

- **Treatment of Residential Housing**

In accordance with Section 36632 (c) of the California Streets and Highways Code, properties zoned solely for residential or agricultural use are conclusively presumed not to receive special benefit from the improvements and service funded through the assessments of the District and are not subject to any assessment pursuant to Section 36632 (c). Therefore, properties zoned solely for residential or agricultural use within the boundaries of the District, if any, will not be assessed.

- **Renewal**

District funds may be used for renewing the District. District rollover funds may be spent on renewal.

Section 6
Implementation Timetable

The Arts District Los Angeles Business Improvement District is expected to be established and begin implementation of the Management District Plan on January 1, 2024. Consistent with State law, the Arts District Los Angeles Business Improvement District will have a seven-year life through December 31, 2030.

Section 7 Parcel Roll

APN	Address #	Direction	Street Name	Owner Name	2024 Asmt	%
5163009903	721	E	3RD ST	L A CITY	\$909.82	0.05%
5163023905	524		COLYTON ST	L A CITY	\$15,522.84	0.85%
5164001904	0			L A CITY	\$2,930.37	0.16%
5164007901	0			L A CITY	\$661.15	0.04%
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5164007905	1407	E	6TH ST	L A CITY	\$1,162.40	0.06%
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5164015901	600	S	SANTA FE AVE	L A CITY	\$3,157.88	0.17%
5173001900	430	E	COMMERCIAL ST	L A CITY	\$2,972.33	0.16%
5173002903	548	N	Hewitt	L A CITY	\$10,885.37	0.59%
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5173017900				L A CITY PLAYGROUND	\$48.50	0.00%
5163009904	713	E	3RD ST	LA CITY FIRE AND POLICE PENSION	\$490.30	0.03%
					\$62,695.15	3.42%
5164001902	0			L A CITY DEPT OF WATER AND POWER	\$18,222.39	0.99%
5164002900	0			L A CITY DEPT OF WATER AND POWER	\$861.47	0.05%
5164009900	0			L A CITY DEPT OF WATER AND POWER	\$2,625.92	0.14%
5164015900	631		MESQUIT ST	L A CITY DEPT OF WATER AND POWER	\$5,987.52	0.33%
5164016900	0			L A CITY DEPT OF WATER AND POWER	\$1,099.75	0.06%
5173004902	0			L A CITY DEPT OF WATER AND POWER	\$2,089.52	0.11%
5173016900	717		JACKSON ST	L A CITY DEPT OF WATER AND POWER	\$562.63	0.03%
					\$31,449.19	1.72%
5164004904	0			L A CO METROPOLITAN	\$2,088.76	0.11%
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5173022905	815	E	TEMPLE ST	L A CO METROPOLITAN	\$9,890.95	0.54%
5173022906	210		CENTER ST	L A CO METROPOLITAN	\$5,761.37	0.31%
5173022907	0			L A CO METROPOLITAN	\$2,248.45	0.12%
					\$34,863.33	1.90%
5163012900	321	S	HEWITT ST	L A COUNTY	\$6,109.25	0.33%
5163013900	813	E	4TH PL	L A COUNTY	\$5,386.12	0.29%
					\$11,495.37	0.63%
5173001901	0			L A COUNTY METROPOLITAN	\$1,740.50	0.09%
5173001902	0			L A COUNTY METROPOLITAN	\$243.62	0.01%
5173020913	500	N	CENTER ST	L A COUNTY METROPOLITAN	\$4,818.58	0.26%
					\$6,802.71	0.37%
					\$6,802.71	0.37%
5166033901	727		WILSON ST	L A UNIFIED SCHOOL DIST	\$6,952.85	0.38%
5173004900	0			L A UNIFIED SCHOOL DIST	\$7,734.56	0.42%
5173004903	0			L A UNIFIED SCHOOL DIST	\$2,316.99	0.13%
					\$17,004.39	0.93%

5163017900	214	S	SANTA FE AVE	LACMTA	\$137,909.07	7.52%
5173019901	628	E	ALISO STREET	LACMTA	\$694.98	0.04%
5173019902	622	E	ALISO STREET	LACMTA	\$313.12	0.02%
5173019903	0			LACMTA	\$526.20	0.03%
5173021902	0			LACMTA	\$3,360.04	0.18%
5173021903	0			LACMTA	\$1,278.46	0.07%
					\$144,081.86	7.86%
5173003900	0			STATE OF CA	\$7,052.67	0.38%

APN	2024 Asmt	%	APN	2024 Asmt	%
5163003063	\$35,266.40	1.92%	5163028051	\$146.61	0.01%
5163003064	\$1,722.15	0.09%	5163028052	\$97.04	0.01%
5163004007	\$5,257.75	0.29%	5163028053	\$133.02	0.01%
5163004011	\$572.79	0.03%	5163028054	\$104.23	0.01%
5163005001	\$3,153.02	0.17%	5163028055	\$155.40	0.01%
5163005005	\$815.65	0.04%	5163028056	\$104.23	0.01%
5163005006	\$7,218.53	0.39%	5163028057	\$133.82	0.01%
5163005007	\$3,239.01	0.18%	5163028058	\$114.63	0.01%
5163005008	\$482.67	0.03%	5163028059	\$101.83	0.01%
5163005018	\$5,957.54	0.33%	5163028060	\$101.83	0.01%
5163006012	\$1,586.78	0.09%	5163028061	\$158.60	0.01%
5163006016	\$8,920.72	0.49%	5163028062	\$85.04	0.00%
5163006020	\$2,087.84	0.11%	5163028063	\$117.03	0.01%
5163006023	\$603.33	0.03%	5163028064	\$159.40	0.01%
5163006027	\$5,640.81	0.31%	5163028065	\$115.43	0.01%
5163006029	\$1,740.27	0.09%	5163028066	\$139.41	0.01%
5163006030	\$181.53	0.01%	5163028067	\$163.40	0.01%
5163006031	\$224.71	0.01%	5163028068	\$90.64	0.00%
5163006032	\$224.71	0.01%	5163028069	\$155.40	0.01%
5163006033	\$185.13	0.01%	5163028070	\$101.83	0.01%
5163006034	\$292.99	0.02%	5163028071	\$134.62	0.01%
5163006035	\$229.99	0.01%	5163028072	\$108.23	0.01%
5163006036	\$265.09	0.01%	5163028073	\$145.81	0.01%
5163006037	\$181.53	0.01%	5163028074	\$100.23	0.01%
5163006038	\$224.87	0.01%	5163028075	\$129.82	0.01%
5163006039	\$224.71	0.01%	5163028076	\$113.83	0.01%
5163006040	\$185.29	0.01%	5163028077	\$146.61	0.01%
5163006041	\$294.43	0.02%	5163028078	\$97.04	0.01%
5163006042	\$230.31	0.01%	5163028079	\$133.02	0.01%
5163006043	\$254.77	0.01%	5163028080	\$104.23	0.01%
5163006044	\$181.45	0.01%	5163028081	\$155.40	0.01%
5163006045	\$186.81	0.01%	5163028082	\$104.23	0.01%

5163006046	\$230.79	0.01%	5163028083	\$133.82	0.01%
5163006047	\$183.29	0.01%	5163028084	\$114.63	0.01%
5163006048	\$186.41	0.01%	5163028085	\$101.83	0.01%
5163006049	\$231.11	0.01%	5163028086	\$101.83	0.01%
5163006051	\$291.22	0.02%	5163028087	\$158.60	0.01%
5163006052	\$268.03	0.01%	5163028088	\$85.04	0.00%
5163006053	\$193.67	0.01%	5163028089	\$117.03	0.01%
5163006054	\$193.67	0.01%	5163028090	\$159.40	0.01%
5163006055	\$304.81	0.02%	5163028091	\$125.82	0.01%
5163006056	\$304.81	0.02%	5163028092	\$139.41	0.01%
5163006057	\$196.87	0.01%	5163028093	\$163.40	0.01%
5163006058	\$196.87	0.01%	5163028094	\$90.64	0.00%
5163006059	\$192.07	0.01%	5163028095	\$155.40	0.01%
5163006060	\$192.07	0.01%	5163028096	\$101.83	0.01%
5163006061	\$192.07	0.01%	5163028097	\$134.62	0.01%
5163006062	\$192.07	0.01%	5163028098	\$108.23	0.01%
5163006063	\$192.07	0.01%	5163028099	\$148.21	0.01%
5163006064	\$192.07	0.01%	5163028100	\$100.23	0.01%
5163006065	\$192.07	0.01%	5163028101	\$129.82	0.01%
5163006066	\$192.07	0.01%	5163028102	\$114.63	0.01%
5163006067	\$192.07	0.01%	5163028103	\$146.61	0.01%
5163006068	\$192.07	0.01%	5163028104	\$97.04	0.01%
5163006069	\$192.07	0.01%	5163028105	\$133.02	0.01%
5163006070	\$192.07	0.01%	5163028106	\$104.23	0.01%
5163006071	\$193.67	0.01%	5163028107	\$155.40	0.01%
5163006072	\$193.67	0.01%	5163028108	\$104.23	0.01%
5163006073	\$193.67	0.01%	5163028109	\$133.82	0.01%
5163006074	\$193.67	0.01%	5163028110	\$114.63	0.01%
5163006075	\$200.87	0.01%	5163028111	\$101.83	0.01%
5163006076	\$200.87	0.01%	5163028112	\$101.83	0.01%
5163006077	\$190.48	0.01%	5163028113	\$158.60	0.01%
5163006078	\$190.48	0.01%	5163028114	\$85.04	0.00%
5163006079	\$196.87	0.01%	5163028115	\$117.03	0.01%
5163006080	\$196.87	0.01%	5163028116	\$159.40	0.01%
5163006081	\$196.87	0.01%	5164001007	\$4,517.43	0.25%
5163006082	\$196.87	0.01%	5164001009	\$8,794.42	0.48%
5163006083	\$190.48	0.01%	5164002001	\$9,308.07	0.51%
5163006084	\$190.48	0.01%	5164002011	\$3,552.79	0.19%
5163006085	\$283.22	0.02%	5164002012	\$43,432.83	2.37%
5163006086	\$283.22	0.02%	5164002013	\$181.76	0.01%
5163006087	\$292.82	0.02%	5164003017	\$1,610.22	0.09%
5163006088	\$275.23	0.02%	5164003018	\$4,288.31	0.23%
5163006089	\$12,836.58	0.70%	5164003020	\$7,318.82	0.40%

5163006803	\$388.68	0.02%	5164003021	\$3,888.22	0.21%
5163006804	\$747.82	0.04%	5164004013	\$1,086.76	0.06%
5163007010	\$4,369.45	0.24%	5164004014	\$12,218.84	0.67%
5163008010	\$395.66	0.02%	5164004018	\$8,258.12	0.45%
5163010003	\$18.33	0.00%	5164005004	\$534.60	0.03%
5163010004	\$1,977.26	0.11%	5164005005	\$221.48	0.01%
5163010008	\$248.21	0.01%	5164005006	\$702.62	0.04%
5163010009	\$3,597.33	0.20%	5164006004	\$1,569.09	0.09%
5163010011	\$5,946.81	0.32%	5164006005	\$2,646.36	0.14%
5163011001	\$521.54	0.03%	5164006006	\$667.55	0.04%
5163011002	\$878.85	0.05%	5164006007	\$1,323.18	0.07%
5163011003	\$373.00	0.02%	5164006012	\$1,283.07	0.07%
5163011014	\$292.50	0.02%	5164006013	\$3,490.51	0.19%
5163011017	\$3,102.53	0.17%	5164006014	\$9,854.81	0.54%
5163011021	\$237.15	0.01%	5164006016	\$930.93	0.05%
5163011022	\$549.12	0.03%	5164006017	\$855.38	0.05%
5163011027	\$3,563.44	0.19%	5164006018	\$3,160.71	0.17%
5163011029	\$1,807.33	0.10%	5164007001	\$2,486.39	0.14%
5163011031	\$136.60	0.01%	5164007002	\$427.68	0.02%
5163011032	\$137.40	0.01%	5164007003	\$541.70	0.03%
5163011033	\$143.80	0.01%	5164007004	\$1,299.91	0.07%
5163011034	\$143.00	0.01%	5164007005	\$683.54	0.04%
5163011035	\$140.60	0.01%	5164007006	\$505.08	0.03%
5163011036	\$162.99	0.01%	5164007022	\$3,831.84	0.21%
5163011037	\$110.22	0.01%	5164007900	\$1,943.01	0.11%
5163011038	\$108.62	0.01%	5164008003	\$1,514.95	0.08%
5163011039	\$110.22	0.01%	5164008004	\$903.75	0.05%
5163011040	\$107.82	0.01%	5164008005	\$6,678.48	0.36%
5163011041	\$158.99	0.01%	5164008006	\$878.27	0.05%
5163011042	\$163.79	0.01%	5164008011	\$898.20	0.05%
5163011043	\$159.79	0.01%	5164008012	\$423.25	0.02%
5163011044	\$147.00	0.01%	5164008013	\$425.24	0.02%
5163011045	\$139.00	0.01%	5164008014	\$2,849.28	0.16%
5163011046	\$159.79	0.01%	5164008021	\$9,313.92	0.51%
5163011047	\$150.99	0.01%	5164008024	\$232.93	0.01%
5163011048	\$112.61	0.01%	5164008030	\$242.86	0.01%
5163011049	\$134.20	0.01%	5164008031	\$5,104.40	0.28%
5163011050	\$138.20	0.01%	5164008032	\$12,426.80	0.68%
5163011051	\$179.78	0.01%	5164009012	\$1,899.54	0.10%
5163011052	\$163.79	0.01%	5164009013	\$1,089.57	0.06%
5163011053	\$159.79	0.01%	5164009014	\$513.84	0.03%
5163011054	\$147.00	0.01%	5164009015	\$989.05	0.05%
5163011055	\$139.00	0.01%	5164009018	\$1,395.02	0.08%

5163011056	\$159.79	0.01%	5164009019	\$589.18	0.03%
5163011057	\$150.99	0.01%	5164009022	\$1,513.28	0.08%
5163011058	\$112.61	0.01%	5164009023	\$2,195.13	0.12%
5163011059	\$134.20	0.01%	5164009024	\$2,407.72	0.13%
5163011060	\$138.20	0.01%	5164009025	\$515.51	0.03%
5163011061	\$179.78	0.01%	5164009027	\$838.29	0.05%
5163011062	\$163.79	0.01%	5164009028	\$842.28	0.05%
5163011063	\$159.79	0.01%	5164009029	\$842.28	0.05%
5163011064	\$147.00	0.01%	5164009030	\$838.29	0.05%
5163011065	\$139.00	0.01%	5164009036	\$571.26	0.03%
5163011066	\$159.79	0.01%	5164009037	\$1,108.49	0.06%
5163011067	\$150.99	0.01%	5164009038	\$801.90	0.04%
5163011068	\$112.61	0.01%	5164009040	\$1,142.52	0.06%
5163011069	\$134.20	0.01%	5164009042	\$1,427.47	0.08%
5163011070	\$138.20	0.01%	5164010002	\$12,055.53	0.66%
5163011071	\$179.78	0.01%	5164010003	\$22,707.61	1.24%
5163011072	\$163.79	0.01%	5164010004	\$6,586.88	0.36%
5163011073	\$159.79	0.01%	5164010005	\$42,153.18	2.30%
5163011074	\$214.96	0.01%	5164010009	\$8,582.92	0.47%
5163011075	\$139.00	0.01%	5164011001	\$22,704.99	1.24%
5163011076	\$159.79	0.01%	5164011002	\$961.67	0.05%
5163011077	\$150.99	0.01%	5164011003	\$532.23	0.03%
5163011078	\$223.75	0.01%	5164011004	\$10,129.80	0.55%
5163011079	\$134.20	0.01%	5164011005	\$2,960.99	0.16%
5163011080	\$138.20	0.01%	5164011006	\$1,806.75	0.10%
5163011081	\$179.78	0.01%	5164011007	\$3,101.64	0.17%
5163011082	\$222.15	0.01%	5164011008	\$232.86	0.01%
5163011083	\$199.77	0.01%	5164011009	\$2,195.60	0.12%
5163012004	\$1,525.18	0.08%	5164011010	\$2,395.24	0.13%
5163012005	\$750.90	0.04%	5164012001	\$166.34	0.01%
5163012006	\$810.15	0.04%	5164012002	\$199.56	0.01%
5163012007	\$2,212.29	0.12%	5164012003	\$771.96	0.04%
5163012008	\$381.88	0.02%	5164012010	\$166.34	0.01%
5163012015	\$927.42	0.05%	5164012012	\$232.86	0.01%
5163013001	\$4,519.83	0.25%	5164012017	\$66.52	0.00%
5163013002	\$1,582.92	0.09%	5164012018	\$99.82	0.01%
5163013007	\$267.26	0.01%	5164012019	\$133.04	0.01%
5163013008	\$1,094.30	0.06%	5164012022	\$5,561.17	0.30%
5163013009	\$3,402.38	0.19%	5164012024	\$1,838.88	0.10%
5163013010	\$4,657.00	0.25%	5164012025	\$3,450.13	0.19%
5163014003	\$2,640.82	0.14%	5164012027	\$181.20	0.01%
5163014004	\$1,679.92	0.09%	5164012028	\$181.20	0.01%
5163014012	\$801.90	0.04%	5164012029	\$182.64	0.01%

5163014013	\$26,136.25	1.43%	5164012030	\$109.40	0.01%
5163015001	\$304.78	0.02%	5164012031	\$145.46	0.01%
5163015002	\$10,067.64	0.55%	5164012032	\$183.84	0.01%
5163015003	\$490.69	0.03%	5164012033	\$124.76	0.01%
5163015004	\$4,405.57	0.24%	5164012034	\$126.27	0.01%
5163015005	\$2,869.52	0.16%	5164012035	\$174.41	0.01%
5163015006	\$692.44	0.04%	5164012036	\$142.43	0.01%
5163015007	\$3,322.70	0.18%	5164012037	\$183.92	0.01%
5163015008	\$2,462.35	0.13%	5164012038	\$88.54	0.00%
5163015009	\$299.91	0.02%	5164012039	\$105.57	0.01%
5163015011	\$786.12	0.04%	5164012040	\$160.02	0.01%
5163015014	\$517.08	0.03%	5164012041	\$154.50	0.01%
5163015016	\$2,842.75	0.16%	5164012042	\$154.50	0.01%
5163015017	\$504.05	0.03%	5164012043	\$146.34	0.01%
5163015022	\$5,900.56	0.32%	5164012044	\$93.81	0.01%
5163015024	\$262.72	0.01%	5164012045	\$166.97	0.01%
5163015025	\$900.31	0.05%	5164012046	\$113.16	0.01%
5163015028	\$1,123.29	0.06%	5164012047	\$194.96	0.01%
5163015029	\$875.20	0.05%	5164012048	\$124.76	0.01%
5163015030	\$9.16	0.00%	5164012049	\$133.87	0.01%
5163015800	\$225.15	0.01%	5164012050	\$139.47	0.01%
5163016001	\$99.74	0.01%	5164012051	\$143.70	0.01%
5163016002	\$16.50	0.00%	5164012052	\$144.98	0.01%
5163016015	\$22,694.22	1.24%	5164012053	\$144.58	0.01%
5163016017	\$60,616.79	3.31%	5164012054	\$140.11	0.01%
5163017001	\$820.99	0.04%	5164012055	\$109.40	0.01%
5163018001	\$889.45	0.05%	5164012056	\$99.49	0.01%
5163018006	\$7,144.87	0.39%	5164012057	\$120.12	0.01%
5163018007	\$3,292.80	0.18%	5164012058	\$181.92	0.01%
5163018008	\$4,756.51	0.26%	5164012059	\$89.26	0.00%
5163019012	\$208.51	0.01%	5164012060	\$104.77	0.01%
5163019013	\$192.52	0.01%	5164012061	\$159.94	0.01%
5163019014	\$174.13	0.01%	5164012062	\$154.50	0.01%
5163019015	\$179.72	0.01%	5164012063	\$154.50	0.01%
5163019016	\$182.12	0.01%	5164012064	\$145.54	0.01%
5163019017	\$184.52	0.01%	5164012065	\$93.17	0.01%
5163019018	\$276.47	0.02%	5164012066	\$168.89	0.01%
5163019019	\$280.47	0.02%	5164012067	\$93.65	0.01%
5163019020	\$241.29	0.01%	5164012068	\$93.65	0.01%
5163019021	\$207.71	0.01%	5164012069	\$184.96	0.01%
5163019022	\$267.68	0.01%	5164012070	\$125.79	0.01%
5163019023	\$212.51	0.01%	5164012071	\$134.51	0.01%
5163019024	\$212.51	0.01%	5164012072	\$140.91	0.01%

5163019025	\$198.91	0.01%	5164012073	\$144.66	0.01%
5163019026	\$181.32	0.01%	5164012074	\$145.62	0.01%
5163019027	\$203.71	0.01%	5164012075	\$143.78	0.01%
5163019028	\$187.72	0.01%	5164012076	\$141.07	0.01%
5163019029	\$274.87	0.01%	5164012077	\$108.28	0.01%
5163019030	\$209.31	0.01%	5164012078	\$99.57	0.01%
5163019031	\$194.12	0.01%	5164012079	\$119.48	0.01%
5163019032	\$153.34	0.01%	5164012080	\$181.92	0.01%
5163019033	\$180.52	0.01%	5164012081	\$89.26	0.00%
5163019034	\$183.72	0.01%	5164012082	\$104.77	0.01%
5163019035	\$177.33	0.01%	5164012083	\$160.10	0.01%
5163019036	\$162.13	0.01%	5164012084	\$154.50	0.01%
5163019037	\$149.34	0.01%	5164012085	\$154.50	0.01%
5163019038	\$165.33	0.01%	5164012086	\$145.54	0.01%
5163019039	\$157.34	0.01%	5164012087	\$93.17	0.01%
5163019040	\$209.31	0.01%	5164012088	\$168.89	0.01%
5163019041	\$193.32	0.01%	5164012089	\$93.65	0.01%
5163019042	\$310.05	0.02%	5164012090	\$93.65	0.01%
5163019043	\$263.68	0.01%	5164012091	\$184.96	0.01%
5163019044	\$282.07	0.02%	5164012092	\$125.79	0.01%
5163019045	\$316.45	0.02%	5164012093	\$134.51	0.01%
5163019046	\$302.86	0.02%	5164012094	\$140.91	0.01%
5163019047	\$367.62	0.02%	5164012095	\$144.66	0.01%
5163019048	\$172.53	0.01%	5164012096	\$145.62	0.01%
5163019049	\$154.94	0.01%	5164012097	\$143.78	0.01%
5163019050	\$193.32	0.01%	5164012098	\$141.71	0.01%
5163019051	\$170.13	0.01%	5164012099	\$108.28	0.01%
5163019052	\$151.74	0.01%	5164012100	\$99.57	0.01%
5163019053	\$214.90	0.01%	5164012101	\$119.48	0.01%
5163019054	\$189.32	0.01%	5164012102	\$181.92	0.01%
5163019055	\$199.71	0.01%	5164012103	\$89.26	0.00%
5163019056	\$174.13	0.01%	5164012104	\$104.77	0.01%
5163019057	\$212.51	0.01%	5164012105	\$160.10	0.01%
5163019058	\$218.10	0.01%	5164012106	\$154.50	0.01%
5163019059	\$222.10	0.01%	5164012107	\$154.50	0.01%
5163019060	\$165.33	0.01%	5164012108	\$145.54	0.01%
5163019061	\$145.34	0.01%	5164012109	\$93.17	0.01%
5163019062	\$167.73	0.01%	5164012110	\$168.89	0.01%
5163019063	\$218.10	0.01%	5164012111	\$93.65	0.01%
5163019064	\$186.12	0.01%	5164012112	\$93.65	0.01%
5163019065	\$207.71	0.01%	5164012113	\$184.96	0.01%
5163019066	\$239.69	0.01%	5164012114	\$125.79	0.01%
5163019067	\$272.47	0.01%	5164012115	\$134.51	0.01%

5163019068	\$217.30	0.01%	5164012116	\$140.91	0.01%
5163019069	\$238.89	0.01%	5164012117	\$144.66	0.01%
5163019070	\$210.11	0.01%	5164012118	\$145.62	0.01%
5163019071	\$202.11	0.01%	5164012119	\$143.78	0.01%
5163019072	\$167.73	0.01%	5164012120	\$141.87	0.01%
5163019073	\$175.73	0.01%	5164012121	\$108.28	0.01%
5163019074	\$250.09	0.01%	5164012122	\$99.57	0.01%
5163019075	\$238.89	0.01%	5164012123	\$119.48	0.01%
5163019076	\$237.29	0.01%	5164012124	\$181.92	0.01%
5163019077	\$183.72	0.01%	5164012125	\$89.26	0.00%
5163019078	\$190.92	0.01%	5164012126	\$104.77	0.01%
5163019079	\$195.72	0.01%	5164012127	\$160.10	0.01%
5163019080	\$186.12	0.01%	5164012128	\$154.50	0.01%
5163019081	\$195.72	0.01%	5164012129	\$154.50	0.01%
5163019082	\$173.33	0.01%	5164012130	\$145.54	0.01%
5163019083	\$187.72	0.01%	5164012131	\$93.17	0.01%
5163019084	\$226.10	0.01%	5164012132	\$168.89	0.01%
5163019085	\$180.52	0.01%	5164012133	\$93.65	0.01%
5163019086	\$180.52	0.01%	5164012134	\$93.65	0.01%
5163019087	\$181.32	0.01%	5164012135	\$184.96	0.01%
5163019088	\$182.12	0.01%	5164012136	\$125.79	0.01%
5163019089	\$209.31	0.01%	5164012137	\$134.51	0.01%
5163019090	\$209.31	0.01%	5164012138	\$140.91	0.01%
5163019091	\$198.91	0.01%	5164012139	\$144.66	0.01%
5163019092	\$189.32	0.01%	5164012140	\$145.62	0.01%
5163019093	\$218.90	0.01%	5164012141	\$143.78	0.01%
5163019094	\$237.29	0.01%	5164012142	\$204.07	0.01%
5163019095	\$198.91	0.01%	5164012143	\$108.28	0.01%
5163019096	\$211.71	0.01%	5164012144	\$99.57	0.01%
5163019097	\$258.08	0.01%	5164012145	\$119.48	0.01%
5163019098	\$218.90	0.01%	5164012146	\$137.79	0.01%
5163019099	\$180.52	0.01%	5164012147	\$255.96	0.01%
5163019100	\$156.54	0.01%	5164012148	\$61.27	0.00%
5163019101	\$142.15	0.01%	5164013003	\$1,320.89	0.07%
5163019102	\$175.73	0.01%	5164013009	\$867.43	0.05%
5163019801	\$114.48	0.01%	5164013010	\$891.42	0.05%
5163021001	\$3,135.35	0.17%	5164013011	\$427.68	0.02%
5163021002	\$1,053.30	0.06%	5164013012	\$875.43	0.05%
5163021005	\$501.00	0.03%	5164013013	\$2,382.03	0.13%
5163021008	\$1,653.65	0.09%	5164013015	\$875.43	0.05%
5163021009	\$397.13	0.02%	5164013021	\$2,363.57	0.13%
5163021010	\$397.13	0.02%	5164013022	\$3,535.95	0.19%
5163021011	\$1,625.80	0.09%	5164013023	\$875.43	0.05%

5163021012	\$397.13	0.02%	5164013024	\$1,750.88	0.10%
5163021015	\$397.13	0.02%	5164013025	\$1,129.00	0.06%
5163021021	\$1,019.85	0.06%	5164013026	\$2,949.54	0.16%
5163021026	\$91.68	0.01%	5164013037	\$7,511.72	0.41%
5163021027	\$1,433.92	0.08%	5164014002	\$323.81	0.02%
5163021030	\$1,033.27	0.06%	5164014003	\$446.25	0.02%
5163021032	\$5,781.50	0.32%	5164014004	\$581.18	0.03%
5163021033	\$391.02	0.02%	5164014005	\$530.06	0.03%
5163021034	\$710.86	0.04%	5164014006	\$325.34	0.02%
5163021039	\$272.77	0.01%	5164014009	\$427.68	0.02%
5163021040	\$233.59	0.01%	5164014010	\$1,635.72	0.09%
5163021041	\$238.39	0.01%	5164014011	\$811.47	0.04%
5163021042	\$238.39	0.01%	5164014012	\$875.40	0.05%
5163021043	\$238.39	0.01%	5164014015	\$569.76	0.03%
5163021044	\$238.39	0.01%	5164014025	\$922.39	0.05%
5163021045	\$239.19	0.01%	5164014026	\$16,395.64	0.89%
5163021046	\$171.22	0.01%	5164014027	\$2,050.61	0.11%
5163021047	\$199.21	0.01%	5164015023	\$14,164.10	0.77%
5163021048	\$199.21	0.01%	5164017002	\$7,143.23	0.39%
5163021049	\$199.21	0.01%	5164017003	\$7,022.05	0.38%
5163021050	\$191.21	0.01%	5164017006	\$3,766.84	0.21%
5163021051	\$167.23	0.01%	5164017008	\$2,035.30	0.11%
5163021052	\$240.79	0.01%	5164018004	\$2,463.18	0.13%
5163021053	\$102.46	0.01%	5164018005	\$427.68	0.02%
5163021054	\$135.24	0.01%	5164018006	\$416.99	0.02%
5163021055	\$132.85	0.01%	5164018007	\$342.91	0.02%
5163021056	\$132.85	0.01%	5164018008	\$7,033.00	0.38%
5163021057	\$132.85	0.01%	5164018009	\$4,790.02	0.26%
5163021058	\$132.85	0.01%	5164018010	\$3,996.72	0.22%
5163021059	\$132.85	0.01%	5164018011	\$3,341.33	0.18%
5163021060	\$132.85	0.01%	5164019018	\$2,212.66	0.12%
5163021061	\$134.45	0.01%	5164019029	\$5,304.77	0.29%
5163021062	\$102.46	0.01%	5164019031	\$33,402.53	1.82%
5163021063	\$98.47	0.01%	5164020001	\$427.68	0.02%
5163021064	\$113.66	0.01%	5164020002	\$427.68	0.02%
5163021065	\$113.66	0.01%	5164020003	\$427.68	0.02%
5163021066	\$113.66	0.01%	5164020011	\$766.75	0.04%
5163021067	\$113.66	0.01%	5164020012	\$387.58	0.02%
5163021068	\$93.67	0.01%	5164020013	\$400.34	0.02%
5163021069	\$134.45	0.01%	5164020014	\$412.79	0.02%
5163021070	\$135.24	0.01%	5164020015	\$662.78	0.04%
5163021071	\$132.85	0.01%	5164020016	\$437.76	0.02%
5163021072	\$132.85	0.01%	5164020017	\$846.65	0.05%

5163021073	\$132.85	0.01%	5164020021	\$5,570.41	0.30%
5163021074	\$132.85	0.01%	5164020023	\$1,867.83	0.10%
5163021075	\$132.85	0.01%	5164020028	\$3,940.30	0.21%
5163021076	\$132.85	0.01%	5164021001	\$1,638.78	0.09%
5163021077	\$134.45	0.01%	5164021004	\$1,388.33	0.08%
5163021078	\$102.46	0.01%	5164021005	\$616.84	0.03%
5163021079	\$98.47	0.01%	5164021006	\$3,096.38	0.17%
5163021080	\$113.66	0.01%	5164021007	\$2,320.89	0.13%
5163021081	\$113.66	0.01%	5164021008	\$1,857.14	0.10%
5163021082	\$113.66	0.01%	5164021009	\$3,261.04	0.18%
5163021083	\$113.66	0.01%	5164021015	\$188.58	0.01%
5163021084	\$93.67	0.01%	5164021016	\$231.75	0.01%
5163021085	\$134.45	0.01%	5164021017	\$219.76	0.01%
5163021086	\$135.24	0.01%	5164021018	\$238.95	0.01%
5163021087	\$132.85	0.01%	5164021019	\$223.76	0.01%
5163021088	\$132.85	0.01%	5164021020	\$209.37	0.01%
5163021089	\$132.85	0.01%	5164021021	\$152.60	0.01%
5163021090	\$132.85	0.01%	5164021022	\$138.21	0.01%
5163021091	\$132.85	0.01%	5164021023	\$118.22	0.01%
5163021092	\$132.85	0.01%	5164021024	\$111.82	0.01%
5163021093	\$134.45	0.01%	5164021025	\$122.22	0.01%
5163021094	\$102.46	0.01%	5164021026	\$109.42	0.01%
5163021095	\$98.47	0.01%	5164021027	\$104.63	0.01%
5163021096	\$113.66	0.01%	5164021028	\$101.43	0.01%
5163021097	\$113.66	0.01%	5164021029	\$156.60	0.01%
5163021098	\$113.66	0.01%	5164021030	\$82.56	0.00%
5163021099	\$113.66	0.01%	5164021031	\$72.40	0.00%
5163021100	\$93.67	0.01%	5164021032	\$73.12	0.00%
5163021101	\$134.45	0.01%	5164021033	\$118.14	0.01%
5163021102	\$8,609.55	0.47%	5164021034	\$111.98	0.01%
5163021103	\$278.58	0.02%	5164021035	\$114.78	0.01%
5163021104	\$217.01	0.01%	5164021036	\$136.85	0.01%
5163021105	\$252.19	0.01%	5164021037	\$73.44	0.00%
5163021106	\$211.41	0.01%	5164021038	\$90.15	0.00%
5163021107	\$249.79	0.01%	5164021039	\$101.03	0.01%
5163021108	\$209.81	0.01%	5164021040	\$156.60	0.01%
5163021109	\$249.79	0.01%	5164021041	\$121.82	0.01%
5163021110	\$208.21	0.01%	5164021042	\$108.70	0.01%
5163021111	\$249.79	0.01%	5164021043	\$117.26	0.01%
5163021112	\$209.81	0.01%	5164021044	\$107.18	0.01%
5163021113	\$249.79	0.01%	5164021045	\$82.56	0.00%
5163021114	\$210.61	0.01%	5164021046	\$72.40	0.00%
5163021115	\$264.18	0.01%	5164021047	\$73.12	0.00%

5163021116	\$210.61	0.01%	5164021048	\$118.14	0.01%
5163021117	\$104.27	0.01%	5164021049	\$111.98	0.01%
5163021118	\$111.47	0.01%	5164021050	\$114.78	0.01%
5163021119	\$110.67	0.01%	5164021051	\$136.85	0.01%
5163021120	\$109.87	0.01%	5164021052	\$73.44	0.00%
5163021121	\$110.67	0.01%	5164021053	\$90.15	0.00%
5163021122	\$111.47	0.01%	5164021054	\$101.03	0.01%
5163021123	\$114.67	0.01%	5164021055	\$156.60	0.01%
5163021124	\$101.07	0.01%	5164021056	\$121.82	0.01%
5163021125	\$104.27	0.01%	5164021057	\$108.70	0.01%
5163021126	\$98.68	0.01%	5164021058	\$117.26	0.01%
5163021127	\$111.47	0.01%	5164021059	\$107.18	0.01%
5163021128	\$97.88	0.01%	5164021060	\$82.56	0.00%
5163021129	\$110.67	0.01%	5164021061	\$72.40	0.00%
5163021130	\$97.88	0.01%	5164021062	\$73.12	0.00%
5163021131	\$109.87	0.01%	5164021063	\$118.14	0.01%
5163021132	\$97.88	0.01%	5164021064	\$111.98	0.01%
5163021133	\$110.67	0.01%	5164021065	\$114.78	0.01%
5163021134	\$97.88	0.01%	5164021066	\$136.85	0.01%
5163021135	\$111.47	0.01%	5164021067	\$73.44	0.00%
5163021136	\$102.67	0.01%	5164021068	\$90.15	0.00%
5163021137	\$114.67	0.01%	5164021069	\$101.03	0.01%
5163021138	\$107.47	0.01%	5164021070	\$156.60	0.01%
5163021139	\$104.27	0.01%	5164021071	\$121.82	0.01%
5163021140	\$98.68	0.01%	5164021072	\$108.70	0.01%
5163021141	\$111.47	0.01%	5164021073	\$117.26	0.01%
5163021142	\$97.88	0.01%	5164021074	\$107.18	0.01%
5163021143	\$110.67	0.01%	5164021075	\$82.56	0.00%
5163021144	\$97.88	0.01%	5164021076	\$72.40	0.00%
5163021145	\$107.47	0.01%	5164021077	\$73.12	0.00%
5163021146	\$97.88	0.01%	5164021078	\$118.14	0.01%
5163021147	\$110.67	0.01%	5164021079	\$111.98	0.01%
5163021148	\$97.88	0.01%	5164021080	\$114.78	0.01%
5163021149	\$111.47	0.01%	5164021081	\$136.85	0.01%
5163021150	\$102.67	0.01%	5164021082	\$73.44	0.00%
5163021151	\$114.67	0.01%	5164021083	\$90.15	0.00%
5163021152	\$132.26	0.01%	5164021084	\$101.03	0.01%
5163021153	\$130.66	0.01%	5164021085	\$156.60	0.01%
5163021154	\$122.66	0.01%	5164021086	\$121.82	0.01%
5163021155	\$140.25	0.01%	5164021087	\$108.70	0.01%
5163021156	\$118.66	0.01%	5164021088	\$117.26	0.01%
5163021157	\$136.25	0.01%	5164021089	\$107.18	0.01%
5163021158	\$120.26	0.01%	5164021090	\$82.56	0.00%

5163021159	\$136.25	0.01%	5164021091	\$72.40	0.00%
5163021160	\$120.26	0.01%	5164021092	\$73.12	0.00%
5163021161	\$137.05	0.01%	5164021093	\$118.14	0.01%
5163021162	\$123.46	0.01%	5164021094	\$111.98	0.01%
5163021163	\$141.85	0.01%	5164021095	\$114.78	0.01%
5163021164	\$102.67	0.01%	5164021096	\$136.85	0.01%
5163021165	\$114.67	0.01%	5164021097	\$73.44	0.00%
5163021167	\$1,217.91	0.07%	5164021098	\$90.15	0.00%
5163021168	\$391.55	0.02%	5164021099	\$101.03	0.01%
5163021169	\$410.74	0.02%	5164021100	\$156.60	0.01%
5163021170	\$395.55	0.02%	5164021101	\$121.82	0.01%
5163021172	\$151.96	0.01%	5164021102	\$108.70	0.01%
5163021173	\$147.16	0.01%	5164021103	\$117.26	0.01%
5163021174	\$151.96	0.01%	5164021104	\$107.18	0.01%
5163021175	\$148.76	0.01%	5164021105	\$185.38	0.01%
5163021176	\$148.76	0.01%	5164021106	\$72.64	0.00%
5163021177	\$148.76	0.01%	5164021107	\$366.88	0.02%
5163021178	\$148.76	0.01%	5164021108	\$107.82	0.01%
5163021179	\$151.96	0.01%	5164021109	\$111.02	0.01%
5163021180	\$115.98	0.01%	5164021110	\$187.78	0.01%
5163021181	\$107.99	0.01%	5164021111	\$73.44	0.00%
5163021182	\$114.38	0.01%	5164021112	\$213.36	0.01%
5163021183	\$100.79	0.01%	5164021113	\$189.38	0.01%
5163021184	\$121.58	0.01%	5164021114	\$162.19	0.01%
5163021185	\$103.99	0.01%	5164021115	\$156.60	0.01%
5163021186	\$114.38	0.01%	5164021116	\$147.24	0.01%
5163021187	\$101.59	0.01%	5164021117	\$159.79	0.01%
5163021188	\$110.38	0.01%	5164021118	\$166.19	0.01%
5163021189	\$95.99	0.01%	5164021119	\$1,540.41	0.08%
5163021190	\$107.19	0.01%	5164021120	\$365.80	0.02%
5163021191	\$119.98	0.01%	5164021121	\$6,880.77	0.38%
5163021192	\$115.98	0.01%	5164022002	\$2,631.83	0.14%
5163021193	\$107.99	0.01%	5164022003	\$2,153.85	0.12%
5163021194	\$114.38	0.01%	5164022004	\$4,295.34	0.23%
5163021195	\$100.79	0.01%	5164022005	\$859.56	0.05%
5163021196	\$121.58	0.01%	5164022008	\$4,031.60	0.22%
5163021197	\$103.99	0.01%	5164022010	\$1,145.65	0.06%
5163021198	\$114.38	0.01%	5164022011	\$4,535.22	0.25%
5163021199	\$110.38	0.01%	5164022012	\$8,055.73	0.44%
5163021200	\$101.59	0.01%	5164023004	\$1,146.03	0.06%
5163021201	\$107.19	0.01%	5164023007	\$6,257.54	0.34%
5163021202	\$107.99	0.01%	5164023015	\$1,130.75	0.06%
5163021203	\$119.98	0.01%	5164023016	\$1,130.75	0.06%

5163021204	\$157.56	0.01%	5164023019	\$1,130.30	0.06%
5163021205	\$124.78	0.01%	5164023020	\$2,148.33	0.12%
5163021206	\$128.77	0.01%	5164023021	\$1,609.15	0.09%
5163021207	\$131.17	0.01%	5164023022	\$328.40	0.02%
5163021208	\$122.38	0.01%	5164023023	\$1,906.99	0.10%
5163021209	\$116.78	0.01%	5164023024	\$2,263.80	0.12%
5163021210	\$149.56	0.01%	5164023025	\$2,120.84	0.12%
5163021211	\$203.13	0.01%	5166002009	\$320.76	0.02%
5163021212	\$119.18	0.01%	5166002011	\$852.00	0.05%
5163021213	\$126.38	0.01%	5166002012	\$22.91	0.00%
5163021214	\$134.37	0.01%	5166002018	\$1,414.33	0.08%
5163021215	\$128.77	0.01%	5166002019	\$2,517.69	0.14%
5163021216	\$123.98	0.01%	5166002020	\$1,564.65	0.09%
5163021217	\$128.77	0.01%	5166002021	\$2,589.76	0.14%
5163021218	\$112.78	0.01%	5166002027	\$191.47	0.01%
5163021219	\$116.78	0.01%	5166002028	\$170.68	0.01%
5163021220	\$178.35	0.01%	5166002029	\$185.88	0.01%
5163021221	\$143.97	0.01%	5166002030	\$179.48	0.01%
5163021222	\$145.56	0.01%	5166002031	\$179.48	0.01%
5163021223	\$151.16	0.01%	5166002032	\$181.88	0.01%
5163021224	\$134.37	0.01%	5166002033	\$204.27	0.01%
5163021225	\$124.78	0.01%	5166002034	\$232.25	0.01%
5163021226	\$128.77	0.01%	5166002035	\$179.48	0.01%
5163021227	\$126.38	0.01%	5166002036	\$225.85	0.01%
5163021228	\$128.77	0.01%	5166002037	\$243.44	0.01%
5163021229	\$112.78	0.01%	5166002038	\$225.05	0.01%
5163021230	\$128.77	0.01%	5166002039	\$216.26	0.01%
5163021231	\$178.35	0.01%	5166002040	\$161.09	0.01%
5163021232	\$151.16	0.01%	5166002041	\$167.49	0.01%
5163021233	\$134.37	0.01%	5166002042	\$180.28	0.01%
5163021234	\$124.78	0.01%	5166002043	\$180.28	0.01%
5163021235	\$128.77	0.01%	5166002044	\$165.89	0.01%
5163021236	\$126.38	0.01%	5166002045	\$167.49	0.01%
5163021237	\$128.77	0.01%	5166002046	\$8,190.88	0.45%
5163021238	\$112.78	0.01%	5166003001	\$1,941.58	0.11%
5163021239	\$128.77	0.01%	5166003002	\$862.92	0.05%
5163021801	\$134.41	0.01%	5166003005	\$1,070.66	0.06%
5163022001	\$531.01	0.03%	5166003006	\$5,977.11	0.33%
5163022002	\$381.86	0.02%	5166003010	\$2,922.45	0.16%
5163022003	\$1,403.36	0.08%	5166003012	\$3,157.08	0.17%
5163022005	\$652.71	0.04%	5166003013	\$2,141.03	0.12%
5163022006	\$812.67	0.04%	5166004004	\$1,558.97	0.09%
5163022007	\$1,168.45	0.06%	5166004005	\$641.52	0.04%

5163022016	\$1,058.15	0.06%	5166004006	\$1,376.01	0.08%
5163022017	\$1,496.70	0.08%	5166004024	\$599.93	0.03%
5163022018	\$1,797.21	0.10%	5166004025	\$194.82	0.01%
5163022019	\$1,985.57	0.11%	5166004027	\$2,469.85	0.13%
5163022020	\$1,818.99	0.10%	5166012010	\$906.06	0.05%
5163022022	\$526.96	0.03%	5166012011	\$810.18	0.04%
5163022023	\$1,860.73	0.10%	5166012019	\$687.34	0.04%
5163022024	\$2,801.53	0.15%	5166012037	\$5,496.31	0.30%
5163022025	\$2,371.79	0.13%	5166012043	\$540.43	0.03%
5163023001	\$903.30	0.05%	5166012044	\$705.67	0.04%
5163023002	\$171.86	0.01%	5166013010	\$47,121.61	2.57%
5163024009	\$4,803.74	0.26%	5166014001	\$1,193.30	0.07%
5163024011	\$1,742.96	0.10%	5166014003	\$2,438.65	0.13%
5163024012	\$3,637.90	0.20%	5166014005	\$657.09	0.04%
5163024013	\$5,069.21	0.28%	5166014006	\$427.68	0.02%
5163024014	\$2,082.25	0.11%	5166014007	\$504.05	0.03%
5163025001	\$1,525.69	0.08%	5166014008	\$875.43	0.05%
5163025002	\$1,776.56	0.10%	5166014009	\$579.60	0.03%
5163025003	\$515.51	0.03%	5166014010	\$747.50	0.04%
5163025004	\$3,090.70	0.17%	5166014011	\$453.24	0.02%
5163025007	\$3,624.19	0.20%	5166014012	\$5,911.81	0.32%
5163025009	\$10,783.64	0.59%	5166015002	\$1,750.86	0.10%
5163025010	\$10,839.49	0.59%	5166015003	\$1,750.86	0.10%
5163026001	\$5,103.27	0.28%	5166015004	\$683.54	0.04%
5163026002	\$785.04	0.04%	5166015009	\$481.14	0.03%
5163026003	\$862.83	0.05%	5166015019	\$2,778.17	0.15%
5163026004	\$940.52	0.05%	5166015020	\$1,604.43	0.09%
5163026005	\$1,016.25	0.06%	5166016001	\$856.48	0.05%
5163026006	\$1,091.94	0.06%	5166016002	\$667.55	0.04%
5163026007	\$635.49	0.03%	5166016003	\$433.03	0.02%
5163026008	\$2,554.85	0.14%	5166016013	\$427.68	0.02%
5163027003	\$381.86	0.02%	5166016014	\$427.68	0.02%
5163027009	\$2,008.34	0.11%	5166016015	\$3,064.01	0.17%
5163027010	\$1,784.73	0.10%	5166016016	\$2,222.49	0.12%
5163027011	\$2,062.88	0.11%	5166016017	\$2,345.47	0.13%
5163027012	\$1,875.77	0.10%	5166016019	\$6,394.39	0.35%
5163027013	\$411.64	0.02%	5166016020	\$1,359.86	0.07%
5163027017	\$1,497.26	0.08%	5166017004	\$758.47	0.04%
5163027018	\$2,926.53	0.16%	5166017005	\$872.23	0.05%
5163028001	\$252.15	0.01%	5166017006	\$2,646.36	0.14%
5163028002	\$261.74	0.01%	5166017007	\$1,738.07	0.09%
5163028003	\$95.44	0.01%	5166017008	\$1,323.18	0.07%
5163028004	\$217.77	0.01%	5166017009	\$1,596.49	0.09%

5163028005	\$101.83	0.01%	5166017010	\$3,843.52	0.21%
5163028006	\$252.95	0.01%	5166017011	\$1,703.47	0.09%
5163028007	\$131.42	0.01%	5166017012	\$858.42	0.05%
5163028008	\$213.77	0.01%	5166017013	\$875.43	0.05%
5163028009	\$124.22	0.01%	5166017015	\$1,116.94	0.06%
5163028010	\$241.76	0.01%	5166017016	\$2,183.71	0.12%
5163028011	\$178.59	0.01%	5166018001	\$1,789.24	0.10%
5163028012	\$220.17	0.01%	5166018012	\$534.60	0.03%
5163028013	\$222.57	0.01%	5166018014	\$8,088.26	0.44%
5163028014	\$240.16	0.01%	5166032011	\$1,588.06	0.09%
5163028015	\$244.15	0.01%	5166032049	\$6,950.44	0.38%
5163028016	\$226.56	0.01%	5166032050	\$5,401.80	0.29%
5163028017	\$243.35	0.01%	5166033004	\$2,211.72	0.12%
5163028018	\$277.74	0.02%	5166034008	\$16,781.43	0.92%
5163028019	\$215.37	0.01%	5166034009	\$8,241.24	0.45%
5163028020	\$165.00	0.01%	5166034016	\$11,660.37	0.64%
5163028021	\$103.43	0.01%	5173001017	\$15,280.30	0.83%
5163028022	\$85.04	0.00%	5173003001	\$1,232.48	0.07%
5163028023	\$176.19	0.01%	5173003002	\$2,161.13	0.12%
5163028024	\$90.64	0.00%	5173003010	\$6,970.37	0.38%
5163028025	\$101.83	0.01%	5173003011	\$1,186.81	0.06%
5163028026	\$108.23	0.01%	5173003012	\$1,485.42	0.08%
5163028027	\$100.23	0.01%	5173004015	\$3,743.74	0.20%
5163028028	\$113.03	0.01%	5173013014	\$1,039.64	0.06%
5163028029	\$96.24	0.01%	5173013020	\$6,211.68	0.34%
5163028030	\$104.23	0.01%	5173014001	\$748.96	0.04%
5163028031	\$103.43	0.01%	5173014002	\$478.47	0.03%
5163028032	\$114.63	0.01%	5173014003	\$632.05	0.03%
5163028033	\$101.83	0.01%	5173015001	\$1,080.56	0.06%
5163028034	\$101.83	0.01%	5173015002	\$528.87	0.03%
5163028035	\$158.60	0.01%	5173015006	\$9,229.82	0.50%
5163028036	\$85.04	0.00%	5173015008	\$306.71	0.02%
5163028037	\$117.82	0.01%	5173015009	\$892.10	0.05%
5163028038	\$158.60	0.01%	5173015011	\$2,921.23	0.16%
5163028039	\$115.43	0.01%	5173015012	\$460.14	0.03%
5163028040	\$139.41	0.01%	5173015013	\$460.14	0.03%
5163028041	\$163.40	0.01%	5173015014	\$153.35	0.01%
5163028042	\$90.64	0.00%	5173015015	\$638.57	0.03%
5163028043	\$155.40	0.01%	5173015016	\$1,678.70	0.09%
5163028044	\$101.83	0.01%	5173016001	\$1,632.26	0.09%
5163028045	\$134.62	0.01%	5173016005	\$6,273.90	0.34%
5163028046	\$108.23	0.01%	5173016008	\$8,836.54	0.48%
5163028047	\$148.21	0.01%	5173017004	\$731.87	0.04%

5163028048	\$100.23	0.01%	5173017006	\$4,604.14	0.25%
5163028049	\$129.82	0.01%	5173017008	\$11,710.48	0.64%
5163028050	\$113.83	0.01%	5173018001	\$4,457.80	0.24%
			5173019006	\$12,920.34	0.70%
			5173019011	\$3,752.80	0.20%
			5173019802	\$265.01	0.01%
			5173020813	\$1,713.77	0.09%
			5173021905	\$3,958.79	0.22%
			5173021906	\$797.78	0.04%
			5173023903	\$9,442.84	0.52%
			Private Parcels	\$1,517,253.33	82.79%
			Publicly-Owned Parcels	\$315,444.67	17.21%
			Total All Parcels	\$1,832,698.00	100.00%

Attachment A

**Arts District Los Angeles
Business Improvement District**

Final Engineer's Report
(11/14/22)

**Los Angeles, California
November 2022**

Prepared by:
Kristin Lowell Inc.

*Prepared pursuant to the State of California
Property and Business Improvement District Law of 1994
And Article XIID of the California Constitution
to create a property-based business improvement district*

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ENGINEER'S STATEMENT

This Report is prepared pursuant to Article XIID of the California State Constitution (Proposition 218) and the State of California Property and Business Improvement District Law of 1994 as amended.

The Arts District Los Angeles Property-Based Business Improvement District ("PBID") will provide activities either currently not provided or are above and beyond what the City of Los Angeles provides. These activities will specially benefit each individual assessable parcel in the PBID. Every individual assessed parcel within the PBID receives special benefit from the activities identified under Section B of this Report. Only those individual assessed parcels within the PBID receive the special benefit of these proposed activities.

The duration of the proposed PBID is seven (7) years, commencing January 1, 2024 and ending December 31, 2030. An estimated budget for the PBID improvements and activities is set forth in Section D. Assessments will be subject to an annual increase of up to 5% per year as determined by the Owners' Association. Assessment increases must stay between 0% and 5% in any given year. Funding for the PBID improvements and activities shall be derived from a property-based assessment of each specially benefitted parcel in the PBID. A detailed description of the methodology for determining the proportional special benefit each individual assessable parcel receives from the service and the assessment for each parcel is set forth in Section F.

I hereby certify to the best of my professional knowledge that each of the identified assessable parcels located within the PBID will receive a special benefit over and above the benefits conferred to those parcels outside of the PBID boundary and to the public at large and that the amount of the proposed special assessment is proportional to, and no greater than the special benefits received.



Respectfully submitted,

A handwritten signature in blue ink that reads "Terrance E. Lowell".

Terrance E. Lowell, P.E.

SECTION A: LEGISLATIVE AND JUDICIAL REVIEW

Property and Business Improvement District Law of 1994

The Property and Business Improvement District Law of 1994 (the "State Law") is the legislation that authorizes the City to levy assessments upon real property for the purposes of providing improvements and activities that specially benefit each individual assessed parcel in the PBID. The purpose of the PBID is to encourage commerce, investment, and business activities. In order to meet these goals PBIDs typically fund activities and improvements, such as, enhanced safety and cleaning. Unlike other assessment districts which fund the construction of public capital improvements or maintenance thereof, PBIDs provide activities and improvements "to promote the economic revitalization and physical maintenance of the business districts of its cities in order to create jobs, attract new businesses, and prevent the erosion of the business districts." (Streets and Highways Code Section 36601(b)). The improvements and activities funded through the PBID are over and above those already provided by the City within the PBID's boundaries. Each of the PBID activities or improvements is intended to increase building occupancy and lease rates, to encourage new business development, attract businesses that benefit the parcels, and improve the economic vitality of parcels.

Specifically, the State Law defines "Improvements" and "Activities" as follows:

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years..."¹

"Activities" means, but is not limited to, all of the following:

- (a) Promotion of public events which benefit businesses or real property in the district.*
- (b) Furnishing of music in any public place within the district.*
- (c) Promotion of tourism within the district.*
- (d) Marketing and economic development, including retail retention and recruitment.*
- (e) Providing safety, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.*
- (f) Activities which benefit businesses and real property located in the district."²*

The State Law also defines special benefit as "...for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefits does not make the benefits general."³

Article XIID of the State Constitution

In 1996, California voters approved Proposition 218, codified in part as Article XIID of the State Constitution. Among other requirements, Article XIID changes the way local agencies enact local taxes and levy assessments on real property. It states, in relevant part, that:

(a) An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be

¹ California Streets and Highways Code, Section 36610.

² California Streets and Highways Code, Section 36613.

³ California Streets and Highways Code, Section 36615.5(b)

imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and an agency shall separate the general benefits from the special benefits conferred on a parcel. Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit.

(b) All assessments shall be supported by a detailed engineer's report prepared by a registered professional engineer certified by the State of California.⁴

"Special benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute "special benefit."⁵

Judicial Guidance

Since the enactment of Article XIID, the courts have rendered opinions regarding various aspects of Article XIID. The notable portion of a case that applies to PBIDs in particular is noted below.

"The engineer's report describes the services to be provided by the PBID [i.e. the PBID]; (1) security, (2) streetscape maintenance (e.g., street sweeping, gutter cleaning, graffiti removal), and (3) marketing, promotion, and special events. They are all services over and above those already provided by the City within the boundaries of the PBID. And they are particular and distinct benefits to be provided only to the properties within the PBID, not to the public at large—they 'affect the assessed property in a way that is particular and distinct from [their] effect on other parcels and that real property in general and the public at large do not share.'"⁶

The contents of this Engineer's Report are prepared in compliance with the above noted authorizing State Law, the State Constitution and the judicial opinion.

⁴ Section 4, Article XIID of the State Constitution.

⁵ Section 2 (i), Article XIID of the State Constitution.

⁶ *Dahms v. Downtown Pomona Property and Business Improvement District* (2009) 174 Cal.App. 4th 708, 722.

SECTION B: IMPROVEMENTS AND ACTIVITIES

The Arts District Los Angeles PBID Steering Committee collectively determined the priority for improvements and activities that the PBID will deliver. The primary needs as determined by the property owners are Safe and Clean programs specifically, the Arts District Los Angeles PBID shall provide the following activities:

SAFE and CLEAN

Safe Team Program

The Safety Program will provide safety services for the individual parcels located within the District in the form of patrolling bicycle personnel, walking patrols, and vehicle patrols. The purpose of the Safe Team Program is to deter and report illegal activities taking place on the streets, sidewalks, storefronts, and parking lots. The presence of the Safe Team Program is intended to deter such illegal activities as vandalism, graffiti, narcotic use or sales, public urination, trespassing, drinking in public, prostitution, illegal panhandling, and illegal dumping. The Program will supplement, not replace, other ongoing police, security and patrol efforts within the District. The Safe Team Program will only provide its services within the District boundaries. The special benefit to parcels from these services is increased commercial activity which directly relates to increases in lease rates and customer usage. A District that is perceived as unsafe deters pedestrian and commercial activity.

Small industrial parcels benefit from District programs that work to enhance a sense of safety and cleanliness and provides greater pedestrian traffic and increased sales within the District. Retail parcels benefit from District programs that work to provide greater pedestrian traffic, increased sales, an enhanced business climate, new business attraction, business retention, and increased business investment within the District. Education parcels benefit from District programs that work to provide an enhanced sense of safety, cleanliness and positive user experience which, in turn, enhances student enrollment, attracts students, and District investment. Religious parcels benefit from District programs that work to provide a better pedestrian experience and an enhanced sense of safety which provides an opportunity to increase attendance within the District. Parking parcels benefit from District programs which work to provide an enhanced business climate, new business attraction, business retention, District investment, and increased sales, all of which work to draw more users and cars to the District. Publicly owned parcels benefit from District programs which work to provide greater pedestrian traffic and increased use which translates into fulfilling their public service mission. Office parcels benefit from the District programs which increase pedestrian foot traffic and provide an enhanced sense of safety, cleanliness, and a creative environment within the District. This all works to increase occupancy and enhance the business climate, new business attraction, business retention and business investment. Creative parcels benefit from District programs that provide an enhanced sense of safety and cleanliness and support a creative environment within the District. Residential parcels benefit from District programs that provide an enhanced sense of safety, cleanliness and a positive user experience which, in turn, enhances the business climate and improves the business offering and attracts new residents within the District. Live work parcels benefit from District programs that provide an enhanced sense of safety, cleanliness and a creative environment within the District which in turn enhances the business climate and improves the business offering and attracts new residents, businesses and District investment.

Clean Team Program

In order to consistently deal with cleaning issues, a Clean Program will continue to be provided as it has for the last 10 years. The Clean Team will only provide service to properties within District boundaries. A multi-dimensional approach has been developed consisting of the following elements.

Uniformed, radio equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the District. Paper signs and handbills that are taped or glued on property, utility boxes, and poles are removed. District personnel will pressure wash sidewalks when needed. Collector truck personnel collect trash from sidewalk trash receptacles. Painters remove graffiti by painting, using solvent and pressure washing. The District maintains a zero-tolerance graffiti policy. An effort is made to remove all tags within 24 hours on weekdays. Street tree trimming is important to keep the District looking attractive and will be considered when the budget allows. Clean sidewalks support an increase in commerce and provides a special benefit to each individually assessed parcel in the district.

Small industrial parcels benefit from District programs that work to enhance a sense of safety and cleanliness and provides greater pedestrian traffic and increased sales within the District. Retail parcels benefit from District programs that work to provide greater pedestrian traffic, increased sales, an enhanced business climate, new business attraction, business retention, and increased business investment within the District. Education parcels benefit from District programs that work to provide an enhanced sense of safety, cleanliness and positive user experience which, in turn, enhances student enrollment, attracts students, and District investment. Religious parcels benefit from District programs that work to provide a better pedestrian experience and an enhanced sense of safety which provides an opportunity to increase attendance within the District. Parking parcels benefit from District programs which work to provide an enhanced business climate, new business attraction, business retention, District investment, and increased sales, all of which work to draw more users and cars to the District. Publicly owned parcels benefit from District programs which work to provide greater pedestrian traffic and increased use which translates into fulfilling their public service mission. Office parcels benefit from the District programs which increase pedestrian foot traffic and provide an enhanced sense of safety, cleanliness, and a creative environment within the District. This all works to increase occupancy and enhance the business climate, new business attraction, business retention and business investment. Creative parcels benefit from District programs that provide an enhanced sense of safety and cleanliness and support a creative environment within the District. Residential parcels benefit from District programs that provide an enhanced sense of safety, cleanliness and a positive user experience which, in turn, enhances the business climate and improves the business offering and attracts new residents within the District. Live work parcels benefit from District programs that provide an enhanced sense of safety, cleanliness and a creative environment within the District which in turn enhances the business climate and improves the business offering and attracts new residents, businesses and District investment.

The Clean Team will only provide service to assessed parcels within District boundaries. The special benefit to assessed parcels from these services is increased commercial activity which directly relates to increases in lease rates and customer usage. Dirty and unclean sidewalks deter pedestrians and commercial activity.

COMMUNICATIONS

Management staff expenses are allocated according to generally accepted accounting job costing procedures and are allocated to the specific areas in which staff works. 20% of the communications budget is allocated to management staff expenses.

In order to communicate the changes that are taking place in the Arts District Los Angeles Business Improvement District and to enhance the positive perception of the Arts District Los Angeles Business Improvement District parcels, a professionally developed communications program has been created. This is a special benefit because it works to improve the positive perception of the District. Decisions on where to shop, eat, work and live are largely based on a perception of the place. The special benefit to District assessed parcels from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce.

This all works to increase occupancy and enhance the business climate, new business attraction, business retention and business investment. Small industrial parcels benefit from increased exposure and awareness of District programs that provide new business attraction and increased commercial activity. Retail parcels benefit from increased exposure and awareness of District programs that work to provide greater pedestrian traffic, increased sales, an enhanced business climate, new business attraction, business retention, and increased business investment. Education parcels benefit from District programs which increase exposure and awareness of District amenities which in turn work to provide greater pedestrian traffic and increased use which makes employees, students, and visitors feel safe. Religious parcels benefit from District programs which increase exposure and awareness of District amenities which provides an opportunity to increase attendance within the District. Parking parcels benefit from District programs which work to provide an increased exposure and awareness which in turn work to provide an enhanced business. Publicly owned parcels benefit from District programs which work to provide greater pedestrian traffic and increased use which makes employees and visitors feel safe. Office and creative parcels benefit from District programs that work to provide increased exposure and awareness which in turn work to provide an enhanced business climate, new business and tenant attraction, business/tenant retention, and increased business investment. Residential and live work parcels benefit from District programs that provide an increased awareness of District amenities such as retail and transit options which, in turn, enhances the business climate and improves the business offering and attracts new residents.

The following are the marketing and district identity programs:

- Media and Communication Programs
- District stakeholder communications
- Website

MANAGEMENT/OFFICE EXPENSES/ CITY FEES

Management staff expenses are allocated according to generally accepted accounting job costing procedures and are allocated to the specific areas in which staff works. 47% of the Administration and Management budget is allocated to management staff expenses.

The improvements and activities are managed by a professional staff that requires centralized administrative support. Management staff oversees the District's services which are delivered

seven days a week. Management staff actively works and advocates on behalf of the District parcels to ensure that City and County services and policies support the District. 53% of Management are for administration items such as office expenses, professional services, organizational expenses such as insurance, the cost to conduct a yearly financial review, City fees to collect and process the assessments. Renewal of the District will be funded from this line item.

A well-managed District provides necessary BID program oversight and guidance that produces higher quality and more efficient programs. Management staff implement the programs and services of the District. Management staff expenses are allocated according to generally accepted accounting job costing procedures and are allocated to the specific areas in which staff works. The special benefit to assessed parcels from these services is increased commercial activity which directly relates to increases in lease rates and enhanced commerce.

SECTION C: BENEFITTING PARCELS

PBID Boundary Description

The proposed District is bounded roughly by the 101 Freeway, Alameda Street, Violet Street, and the Los Angeles River. The Arts District Los Angeles Business Improvement District includes all property within a boundary formed by:

The proposed Arts District Los Angeles Business Improvement District area contains all property within the following boundary description: Beginning on the southeast corner of Alameda Street and the 101 Freeway go east along the southern boundary of the 101 Freeway right of way to the Los Angeles River. At the Los Angeles River go south along the western boundary of the Los Angeles River to 7th Street. Turn west on 7th Street and then south along the eastern property line of parcel (1) 5166-002-046 to parcel (2) 5166-004-027. Turn west along the southern property line of parcel (2) 5166-004-027 to parcel (3) 5166-018-014. Turn north on Wilson Street along the western property line of parcel (3) 5166-018-014 to parcel (4) 5166-032-050. Turn west along the southern property line of parcels (4) 5166-032-050, (5) 5166-032-049, (6) 5166-032-011, and (7) 5166-034-009 to Alameda Street. Go north on Alameda Street to the intersection at 3rd Street. At 3rd Street turn eastbound, then north along the western boundary of parcel (8) 5163-009-904. Go west along the northern property line of parcels (8) 5163-009-904 and (9) 5163-009-903. Go north on Rose Street until the intersection of Traction Avenue. Go southeast on Traction Avenue, then turn east along 3rd Street until the western property line of parcel (10) 5163-007-010. Turn north at the western property line of parcel number (10) 5163-007-010, follow this to the northern property line of parcel (10) 5163-007-010. Turn east along the north property line of parcel (10) 5163-007-010 to Garey Street. Turn north on Garey Street to the intersection with 2nd Street. Turn west on 2nd Street until parcel (11) 5163-003-063. Turn north along the western property lines of parcel (11) 5163-003-063. Go east along the northern property line of parcel (11) 5163-003-063. Continue east across Garey Street along the northern property lines of parcels (12) 5163-004-007 and (13) 5163-004-011. Turn north on Vignes Street through the intersection at 1st Street. Continue north on Vignes Street to parcel (14) 5173-013-014 and turn east along the northern property line of this parcel, then south along the eastern line of this parcel. Turn east on 1st Street to the western property line of (15) 5173-013-020, then north along that parcels western property line to Banning Street. Turn west on Banning Street, then north on Vignes Street to Temple Street. Go west on Temple Street until Garey Street. Go north on Garey Street to Ducommun Street. Go west on Ducommun Street until Alameda Street. Turn north on Alameda Street until the beginning point at the intersection with the 101 Freeway.

District Expansion

The Arts District Los Angeles boundaries have expanded south to include parcels south of 7th Street to roughly the south side of Violet Street between Alameda Street and the Railroad tracks not previously in the District. Parcels within this area have similar uses to Arts District Los Angeles parcels such as small industrial, retail, office, creative, residential and live work.

District Boundary Rationale

The property uses within the general boundaries of the Arts District Los Angeles Business Improvement District are a mix of small industrial, retail, education, religious, parking, publicly owned, office, creative, residential and live work. Services and improvements provided by the District are designed to provide special benefits to parcels that contain small industrial, retail,

education, religious, parking, publicly owned, office, creative, residential and live work within the District. Services and improvements provided by the District are designed to provide special benefits in the form of improving the economic and environmental vitality by increasing building occupancy and lease rates, encouraging new business development, encouraging a creative environment, attracting residential serving businesses and services that provide a special benefit to live work, attracting office tenants, attracting retail customers and encouraging commerce to the small industrial, retail, education, religious, parking, publicly owned, office, creative, residential and live-work parcels within the District. All of the services provided, such as the security work provided by the Safe Team and the cleaning work provided by the Clean Team, are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District because of the unique nature of these services focusing on the particular needs of each individually assessed property within the District. These services provide particular and distinct benefits to each of the individually assessed parcels within the District.

Northern Boundary: The northern boundary of the Arts District Los Angeles Business Improvement District is the 101 Freeway. The 101 Freeway acts as a barrier on the northern boundary and acts to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment. Improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, security patrols, cleaning personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels on the streets and sidewalks within the District and will not provide services outside of District boundaries.

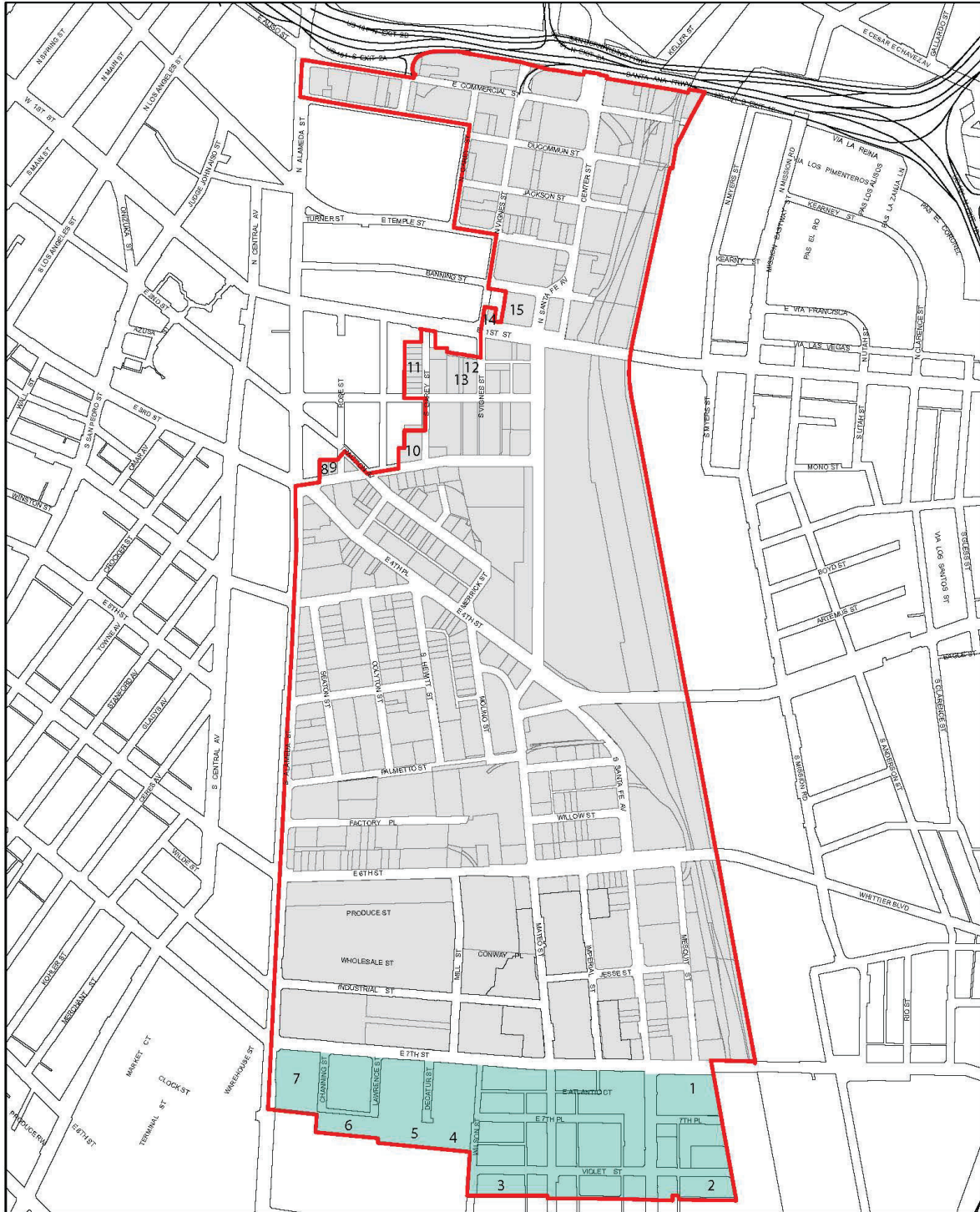
Eastern Boundary: The eastern boundary of the Arts District Los Angeles Business Improvement District is the Los Angeles River. The Los Angeles River acts as a barrier in order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment. Improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, security patrols, cleaning personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels on the streets and sidewalks within the District and will not provide services outside of District boundaries.

Southern Boundary: The southern boundary of the Business Improvement District is roughly Violet Street. The parcels south of the District boundaries are primarily large industrial uses, rather than the primarily office, creative, residential, live work, and small industrial uses within the District. Large industrial use parcels have limited access points, are entirely inward focused and generally do not interact with the community around them and do not generate business from the District. A cleaner and safer community around these large industrial uses will not provide special benefit in the form of increased commerce or lease rates. They will not benefit from the District programs that are designed to provide special benefits to retail, education, religious, parking, publicly owned, office, creative, residential, live work, and small industrial uses. Improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, security patrols, cleaning personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels on the streets and sidewalks within the District and will not provide services outside of District boundaries.

Western Boundary: The western boundary of the Arts District Los Angeles Business Improvement District south of 3rd Street is Alameda Street which is a very high-volume truck route acting as a barrier between parcels on the west side and parcels on the east side of Alameda Street (within the District). South of 3rd Street the western boundary of the Arts District Los Angeles abuts the eastern boundary of the Downtown Industrial Business Improvement District (BID) which provides improvements and activities similar to those provided by the Arts District Los Angeles Business Improvement District. North of 3rd Street the western boundary of the Arts District Los Angeles abuts the eastern boundary of the Little Tokyo Business Improvement District (BID) which provides improvements and activities similar to those provided by the Arts District Los Angeles Business Improvement District. Additionally, State Law indicates that proposed districts, such as the Arts District Los Angeles BID, cannot expand into existing, established Property-Based BID district boundaries, such as the adjacent Downtown Industrial BID. Improvements and services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, security patrols, cleaning personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels on the streets and sidewalks within the District and will not provide services outside of District boundaries.

District Expansion

The Arts District Los Angeles boundaries have expanded south to include parcels south of 7th Street to roughly the south side of Violet Street between Alameda Street and the Railroad tracks not previously in the District. Parcels within this area have similar uses to Arts District Los Angeles parcels such as small industrial, retail, office, creative, residential and live work.



- BID PROPERTIES
- B.I.D. BOUNDARY
- 2024 BID EXPANSION PROPERTIES

ARTS DISTRICT LOS ANGELES
Business Improvement District
2024 - 2030

SECTION D: PROPORTIONAL BENEFITS

Methodology

Article XIID Section 4(a) of the State Constitution states that "The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of the public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided."

Determining the proportionate special benefit among the parcels of real property within the proposed assessment district which benefit from the proposed improvements, services, and activities is the result of a four-step process:

1. Defining the proposed activities,
2. Determining which parcels specially benefit from the proposed activities,
3. Determining the amount of special benefit each parcel receives,
4. Determining the proportional special benefit a parcel receives in relation to the amount of special benefit all other parcels in the PBID receive.

Each identified parcel within the Arts District PBID will be assessed based upon each parcel's unique characteristics in relationship to all other specially benefitted parcels' characteristics. Due to the proportionate special benefits received by each parcel from the PBID services, each parcel will be assessed a rate which is commensurate with the amount of special benefits received.

Special Benefit Factor

The methodology to levy assessments upon real property that receives special benefits from the improvements and activities of the Arts District Los Angeles Business Improvement District is Parcel Square Footage and Building Square Footage. Parcel Square Footage is relevant to the highest and best use of a property and will reflect the long-term value implications of the improvement district. Building Square Footage is relevant to the interim use of a property and is utilized to measure short and mid-term special benefit.

Services and improvements provided by the District are designed to provide special benefits to the mix of small industrial, retail, education, religious, parking, publicly-owned, office, creative, residential and live-work parcels within the District. The use of each parcel's square footage and each parcel's building square footage is the best measure of benefit for the programs because the intent of the District programs is to improve the safety of each individual parcel, to increase building occupancy and lease rates, to encourage new business development, to encourage a creative environment, and attract ancillary businesses and services for parcels within the District. In other words to attract more customers, tenants, clients and or employees. The best way to determine each parcel's proportionate special benefit from the District programs is to relate each parcel's square footage and building square footage to every other parcel's square footage and building square footage.

Parcel Square Footage Defined. Parcel Square Footage is defined as the total amount of area within the borders of the parcel. The borders of a parcel are defined on the County Assessor parcel maps.

Building Square Footage Defined. Building Square Footage is defined as gross building square footage as determined by the outside measurements of a building.

SECTION E: SPECIAL and GENERAL BENEFITS

Special Benefit Defined

State Law, Proposition 218, and judicial opinions require that assessments be levied according to the estimated special benefit each assessed parcel receives from the activities and improvements. Article XIID Section 4(a) of the California Constitution in part states that “only special benefits are assessable”.

The State Law defines special benefit as “...for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.”⁷

As of July 19, 2022, the State Law, Section 36615.5 (b), was amended to further define special benefit as it relates to the improvements and activities these districts provide. Specifically, the amendment states: “Special benefit’ also includes, for purposes of a property-based district, a particular and distinct benefit provided directly to each assessed parcel within the district. Merely because parcels throughout an assessment district share the same special benefit does not make the benefits general.”

Furthermore, the amendment (Section 36622(k)(3)) states: “In a property-based district, properties throughout the district may share the same special benefits. In a district with boundaries that define which parcels are to receive improvements, maintenance, or activities over and above those services provided by the city, the improvements, maintenance or activities themselves may constitute a special benefit. The city may impose assessments that are less than the proportional special benefit conferred, but shall not impose assessments that exceed the reasonable costs of the proportional special benefit conferred. Because one or more parcels pay less than the special benefit conferred does not necessarily mean that other parcels are assessed more than the reasonable cost of their special benefit.”

Special Benefit Analysis

All special benefits derived from the assessments outlined in this Report are for property-related activities that are specifically intended for and directly benefiting each individual assessed parcel in the PBID. The special benefit must affect the individual assessable parcel in a way that is particular and distinct from its effect on other parcels and that real property in general and the public at large do not share. No parcel’s assessment shall be greater than the special benefits received.

Streets and Highways Code Section 36601€ states that “Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits: (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the

⁷ California Streets and Highways Code, Section 36615.5(a)

total incidence of violent crimes within the 30 districts studied. (2) Job creation. (3) Business attraction. (4) Business retention. (5) Economic growth. (6) New investments.”

The Arts District Los Angeles PBID's goal is to fund activities and improvements to provide a cleaner and safer environment as outlined in Section B. The goal of improving the economic vitality is to improve the safety and cleanliness of each individual specially benefitted parcel in an effort to increase commerce, to increase building occupancy and lease rates and to attract more customers, employees, tenants and investors.

Each parcel will specially benefit from:

- Cleaner sidewalks, streets and common areas
- Real and perceived public safety improvements
- Greater pedestrian traffic
- Enhanced rental incomes
- Improved business climate
- New business and investment
- Well managed BID programs and services

Specifically, each parcel benefits from each of the PBID activities as defined below.

Safe and Clean

The enhanced safety activities make the area safer which attracts more businesses, customers, and residents, and ultimately private investment. When business location decisions are made, “lower levels of public safety lead to increased uncertainty in decision making and can be perceived as a signal of a socio-institutional environment unfavorable for investment.” Uncertainty affects the investment environment in general, but in particular it increases the fear of physical damage to investment assets (or to people) or their returns...Almost universally, places with lower crime rates are perceived as more desirable.”⁸ Once economic investment occurs within the district, pedestrian traffic and commercial activity will increase. The special benefit to assessed parcels from these services is the likelihood of increased lease rates and tenant occupancy due to the increase of commercial activity and an increase in customers that follow from having a safer environment.

The cleaning activities specially benefit each assessed parcel within the PBID by providing a clean and aesthetically appealing environment. This is achieved through sidewalk sweeping and power washing, removing litter and graffiti, trash removal, and tree trimming. These activities create the environment needed to achieve the PBID's goals. Sidewalks that are dirty and unclean, particularly from homeless activities, deter pedestrians and commercial activity.

The Safe and Clean activities are expected to provide special benefits to the assessed parcels in a variety of ways. For example:

- Maintaining and cleaning sidewalks in front of each parcel creates a cohesive environment and allows pedestrians to move freely throughout the PBID. Sidewalks that are dirty and unkempt deter pedestrians and commercial activity. “Walkable communities offer many

⁸ “Accelerating economic growth and vitality through smarter public safety management” IBM Global Business Services Executive Report, September 2012, pg. 2

financial benefits, such as a reduction in healthcare costs. Homes with sidewalks tend to sell for more money and in less time than similar homes without sidewalks. Businesses also benefit as residents are more likely to shop locally when there is increased connectivity between residential and business/commercial districts. The well-maintained sidewalks, accessibility, and inviting atmosphere of downtown helps to attract tourists.”⁹

- Removing graffiti from buildings to keep the aesthetic appeal uniform throughout the PBID;

Communications

The communications activities are tied to and will specially benefit each individual parcel by encouraging business development and investment that generates customer traffic, which directly relates to increases in commercial activity, filling of vacant storefronts and offices and ultimately, increased lease rates for retail and office space.

Special Benefit Conclusion

The fact that each PBID improvement and activity defined above will be provided to each assessed parcel is above and beyond what the city currently provides constitutes a special benefit. In addition, the PBID activities are targeted to improve the safety, cleanliness and economic vitality of only those parcels that are within the district boundary. Therefore, we conclude that each of the proposed activities provides special benefits to the assessed parcels within the district and that each parcel's assessment is in direct relationship to and no greater than its proportional special benefits received.

General Benefit Defined

As required by the State Constitution Article XIID Section 4(a), the general benefits of an assessment district must be quantified and separated out so that the cost of the activities that are attributed to general benefit are deducted from the cost assessed against each specially benefitted parcel. General benefits are benefits from the PBID activities and improvements that are not special in nature, are not particular and distinct and are not over and above the benefits that other parcels receive.

General Benefit Analysis

The PBID improvements and activities are designed to provide service only to those parcels that are within the district boundary. As discussed above, these activities are determined to provide special benefits only to the assessed parcels. If there is any general benefit to property located in the district or to the public at large, it is incidental to providing special benefits to the assessed parcels. However, it is conceivable that there may be some general benefit that is not quantifiable, and it is judicious to allocate a portion of the budget to acknowledge this.

For the purposes of the Arts District PBID, we assigned 2%, or \$37,492 of the budget to general benefit. This portion of the budget will need to be funded from sources other than the special assessments.

⁹ “Benefits of Sidewalks”, Iowa Healthiest State Initiative, November 1, 2017

SECTION F: COST ESTIMATE

2024 Operating Budget

The Arts District Los Angeles PBID's operating budget takes into consideration:

1. The improvements and activities needed to provide special benefits to each individual parcel within the Arts District Los Angeles PBID boundary (Section B),
2. The parcels that specially benefit from said improvements and activities (Section C), and
3. The costs associated with the special and general benefits conferred (Section E).

EXPENDITURES	TOTAL BUDGET	% of Budget
Clean & Safe	\$1,401,450.00	74.94%
Communication	\$93,730.00	5.01%
Management/City Fees	\$374,920.00	20.05%
Total Expenditures	\$1,870,100.00	100.00%
REVENUES		
Assessment Revenues	\$1,832,698.00	98.00%
Other Revenues (1)	\$37,402.00	2.00%
Total Revenues	\$1,870,100.00	100.00%

(1) Other non-assessment funding to cover the cost associated with general benefit.

Budget Notations

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. The Board of Directors of the Owner's Association shall have the right to reallocate up to 10% by line item of the budget allocation within the budgeted categories. Any change will be approved by the Owners' Association Board of Directors and submitted within its annual planning report, pursuant to Section 36650 of the California Streets and Highways Code. The overall budget shall remain consistent with this Management District Plan. Each assessed parcel pays for 100% of the special benefit received based on the level of benefit received. Any annual budget surplus, including those created through cost saving measures, labor vacancies, unexpected reductions in expenses caused by one-time events or unanticipated increases to income, will be rolled into the following year's budget. The carryover funds will be applied to the same budget line item as the line item that was the source of the carryover funds. The budget will be set accordingly, within the constraints of the Management District Plan, to adjust for surpluses that are carried forward to ensure that the District is spending these funds in a timely manner and is complying with applicable State laws and City policies. The estimated budget surplus amount will be included in the Annual Planning Report each year. District funds may be used for renewal. Funds from an expired District shall be rolled over into the new District if one is established or returned to the property owners if one is not established, in accordance with Streets and Highways Code section 36671. The estimate for assessment funds carried over from the current Arts District Los Angeles Business Improvement District to the first year 2024 budget is \$50,000. The amount of actual prior year carryover funds, if any, from the 2023 budget will be applied to the 2024 District budget. The funds will be applied to the same budget line item

in 2024 as the line item in 2023 that was the source of the carryover funds. Carryover funds from 2023, if any exist, are projected to be from the clean and safe line item. Therefore, the Clean and Safe budget line item of \$1,401,450 could increase to as much as \$1,451,450 if the total \$50,000 carryover becomes a reality and is totally from the Clean and Safe line item.

Bond Issuance

The District will not issue bonds.

SECTION G: APPORTIONMENT METHOD

Assessment Methodology

The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of an improvement or the cleaning and operation expenses of an improvement or the cost of the property service being provided. Due to the proportionate special benefits received by these individual parcels from the District services, these parcels will be assessed a rate which is proportionate to the amount of special benefits received.

As previously discussed above in Section D, the methodology for allocating the cost of the special benefits is allocated to Parcel Square Footage plus Building Square Footage. The table below indicates the assessable footage for each.

Factor	Assessable Footage
Parcel Square Footage	11,998,591
Building Square Footage	11,460,746

Calculation of Assessments

Based on the special benefit factors, assessable square footage and the proposed budget, all of which are discussed above, the following table illustrates the first year's maximum annual assessment per parcel assessable square foot.

Parcel Square Foot Assessment Rate	\$0.07637
Building Square Foot Assessment Rate	\$0.07996

Assessment Rate Calculation

The assessment rate is determined by the following calculation:

Total Assessment Budget = \$1,832,698

Assessment Budget allocated to Building Square Footage @ 50% = \$916,349

Assessment Budget allocated to Parcel Square Footage @ 50% = \$916,349

Building Square Footage Assessment Rate-

Assessment Budget \$916,349 / 11,460,746 Building Sq Ft = \$0.07996

Parcel Square Footage Assessment Rate-

Assessment Budget \$916,349 / 11,998,591 Parcel Sq Ft = \$0.07637

Sample Parcel Assessment

To calculate the assessment for a parcel with 5,000 square feet of building and 5,000 square feet of parcel, multiply the Building Square Footage (5,000) by the Assessment Rate (\$0.07996) = (\$399.80) + multiple the Parcel Square Footage (5,000) by the Assessment Rate (\$0.07637) = (\$381.85) = Initial Annual Parcel Assessment (\$781.65).

Public Property Assessments

There are 44 publicly owned parcels in the District, all of which are identified as assessable and for which special benefit services will be provided. Of the 44 identified assessed parcels, 15 are owned by the City of Los Angeles, 7 by the Los Angeles Department of Water & Power, 16 by the Los Angeles County Metro Transit Agency, 2 by Los Angeles County, 3 by the Los Angeles Unified School District (LAUSD) and 1 by the State of California.

All publicly owned parcels will pay their proportional share of costs based on the special benefits conferred to those individual parcels. See Engineer's Report page 27 for publicly owned parcels special benefit designation. Article XIID of the California Constitution was added in November 1996 and provides for these assessments. It specifically states in Section 4(a) that "Parcels within a district that are owned or used by any agency...shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit." Below is a list of the publicly owned parcels and their respective assessments.

APN	Address #	Direction	Street Name	Owner Name	2024 Asmt	%
5163009903	721	E	3RD ST	L A CITY	\$909.82	0.05%
5163023905	524		COLYTON ST	L A CITY	\$15,522.84	0.85%
5164001904	0			L A CITY	\$2,930.37	0.16%
5164007901	0			L A CITY	\$661.15	0.04%
5164007902	1435	E	6TH ST	L A CITY	\$1,993.06	0.11%
5164007903	1425	E	6TH ST	L A CITY	\$1,938.45	0.11%
5164007904	1415	E	6TH ST	L A CITY	\$510.84	0.03%
5164007905	1407	E	6TH ST	L A CITY	\$1,162.40	0.06%
5164007906	592		MATEO ST	L A CITY	\$823.01	0.04%
5164015901	600	S	SANTA FE AVE	L A CITY	\$3,157.88	0.17%
5173001900	430	E	COMMERCIAL ST	L A CITY	\$2,972.33	0.16%
5173002903	548	N	Hewitt	L A CITY	\$10,885.37	0.59%
5173014900	700	E	TEMPLE ST	L A CITY	\$18,688.83	1.02%
5173017900				L A CITY PLAYGROUND	\$48.50	0.00%
5163009904	713	E	3RD ST	LA CITY FIRE AND POLICE PENSION	\$490.30	0.03%
					\$62,695.15	3.42%
5164001902	0			L A CITY DEPT OF WATER AND POWER	\$18,222.39	0.99%
5164002900	0			L A CITY DEPT OF WATER AND POWER	\$861.47	0.05%
5164009900	0			L A CITY DEPT OF WATER AND POWER	\$2,625.92	0.14%
5164015900	631		MESQUIT ST	L A CITY DEPT OF WATER AND POWER	\$5,987.52	0.33%
5164016900	0			L A CITY DEPT OF WATER AND POWER	\$1,099.75	0.06%
5173004902	0			L A CITY DEPT OF WATER AND POWER	\$2,089.52	0.11%
5173016900	717		JACKSON ST	L A CITY DEPT OF WATER AND POWER	\$562.63	0.03%
					\$31,449.19	1.72%
5164004904	0			L A CO METROPOLITAN	\$2,088.76	0.11%
5164005904	0			L A CO METROPOLITAN	\$8,449.88	0.46%
5173013900	120	N	SANTA FE AVE	L A CO METROPOLITAN	\$3,290.54	0.18%
5173022904	234		CENTER ST	L A CO METROPOLITAN	\$3,133.38	0.17%
5173022905	815	E	TEMPLE ST	L A CO METROPOLITAN	\$9,890.95	0.54%
5173022906	210		CENTER ST	L A CO METROPOLITAN	\$5,761.37	0.31%
5173022907	0			L A CO METROPOLITAN	\$2,248.45	0.12%
					\$34,863.33	1.90%

5163012900	321	S	HEWITT ST	L A COUNTY	\$6,109.25	0.33%
5163013900	813	E	4TH PL	L A COUNTY	\$5,386.12	0.29%
					\$11,495.37	0.63%
5173001901	0			L A COUNTY METROPOLITAN	\$1,740.50	0.09%
5173001902	0			L A COUNTY METROPOLITAN	\$243.62	0.01%
5173020913	500	N	CENTER ST	L A COUNTY METROPOLITAN	\$4,818.58	0.26%
					\$6,802.71	0.37%
					\$6,802.71	0.37%
5166033901	727		WILSON ST	L A UNIFIED SCHOOL DIST	\$6,952.85	0.38%
5173004900	0			L A UNIFIED SCHOOL DIST	\$7,734.56	0.42%
5173004903	0			L A UNIFIED SCHOOL DIST	\$2,316.99	0.13%
					\$17,004.39	0.93%
5163017900	214	S	SANTA FE AVE	LACMTA	\$137,909.07	7.52%
5173019901	628	E	ALISO STREET	LACMTA	\$694.98	0.04%
5173019902	622	E	ALISO STREET	LACMTA	\$313.12	0.02%
5173019903	0			LACMTA	\$526.20	0.03%
5173021902	0			LACMTA	\$3,360.04	0.18%
5173021903	0			LACMTA	\$1,278.46	0.07%
					\$144,081.86	7.86%
5173003900	0			STATE OF CA	\$7,052.67	0.38%

Maximum Annual Assessment Adjustments

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. Assessments maybe subject to annual increases not to exceed the assessment rates in the table below for any given year. Increases will be determined by the District Owner's Association and will vary between 0% and 5% in any given year. Any change will be approved by the Owner's Association Board of Directors and submitted to the City within its annual planning report, pursuant to Section 36650 of the California Streets and Highways Code.

The projections below illustrate a maximum 5% annual increase for all assessment rates. Maximum Assessment Table

	2024	2025	2026	2027	2028	2029	2030
Building Sq Footage Rate	\$0.07996	\$0.08395	\$0.08815	\$0.09256	\$0.09719	\$0.10205	\$0.10715
Parcel Sq Footage Rate	\$0.07637	\$0.08019	\$0.08420	\$0.08841	\$0.09283	\$0.09747	\$0.10234

Budget Adjustment

Any annual budget surplus will be rolled into the following year's District budget. The budget will be set accordingly, within the constraints of the Management District Plan to adjust for surpluses that are carried forward. District funds may be used to fund the cost of renewing the District. Funds from an expired District shall be rolled over into the new District if one is established, or returned to the property owners if one is not established, in accordance with the Streets and

Highways Code section 36671.

If an error is discovered on a parcel's assessed footages, the District may investigate and correct the assessed footages after confirming the correction with the L.A. County Assessor Data and City Clerk's office. The correction will be made in accordance with the assessment methodology and may result in an increase or decrease to the parcel's assessment.

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require adjustment up or down to continue the intended level of programs and services. The Owners' Association shall have the right to reallocate up to 10% by line item of the budget allocation within the budgeted categories. Any change will be approved by the Owners' Association Board of Directors and submitted to the City of Los Angeles within its annual planning report, pursuant to Section 36650 of the California Streets and Highways Code. The overall budget shall remain consistent with this Management District Plan. Each assessed parcel pays for 100% of the special benefit received based on the level of benefit received.

Future Development

As a result of continued development, the District may experience the addition or subtraction of assessable footage for parcels included and assessed within the District boundaries. The modification for parcel improvements within the District, which changes upwards or downwards the amount of total footage assessed for these parcels will, pursuant to Government Code 53750, be prorated to the date they receive the temporary and/or permanent certificate of occupancy and will be billed directly by the City for the prorated year. Any delinquent assessments owed for the modification of assessable footage that was billed directly by the City will be added to the property tax roll for the following year as delinquent. Parcels that experience a loss of building square footage need to provide notice of the change to the District by April 1st of each year.

In future years of the BID term, the assessments for the special benefits bestowed upon the included BID parcels may change in accordance with the assessment methodology formula listed in the Management District Plan and Engineer's Report, provided the assessment rate does not change. If the assessment formula changes and increases the assessments, then a ballot as defined in Article 13 Section D of the State Constitution will be required for approval of the formula changes.

Assessment Appeal Procedure

Property owners may appeal assessments that they believe are inaccurate. Appeals must be in writing, stating the grounds for appeal and filed with the Owners Association prior to April 1 of each year. Appeals shall be limited to the current assessment year. Any appeal not filed by April 1 shall not be valid. In any case appeals will only be considered for the current year and will not be considered for prior years.

SECTION H: ASSESSMENT ROLL

The total assessment amount for FY 2023/2024 is \$1,832,698, apportioned to each individual assessed parcel, as follows.

APN	Address #	Direction	Street Name	Owner Name	2024 Asmt	%
5163009903	721	E	3RD ST	L A CITY	\$909.82	0.05%
5163023905	524		COLYTON ST	L A CITY	\$15,522.84	0.85%
5164001904	0			L A CITY	\$2,930.37	0.16%
5164007901	0			L A CITY	\$661.15	0.04%
5164007902	1435	E	6TH ST	L A CITY	\$1,993.06	0.11%
5164007903	1425	E	6TH ST	L A CITY	\$1,938.45	0.11%
5164007904	1415	E	6TH ST	L A CITY	\$510.84	0.03%
5164007905	1407	E	6TH ST	L A CITY	\$1,162.40	0.06%
5164007906	592		MATEO ST	L A CITY	\$823.01	0.04%
5164015901	600	S	SANTA FE AVE	L A CITY	\$3,157.88	0.17%
5173001900	430	E	COMMERCIAL ST	L A CITY	\$2,972.33	0.16%
5173002903	548	N	Hewitt	L A CITY	\$10,885.37	0.59%
5173014900	700	E	TEMPLE ST	L A CITY	\$18,688.83	1.02%
5173017900				L A CITY PLAYGROUND	\$48.50	0.00%
5163009904	713	E	3RD ST	LA CITY FIRE AND POLICE PENSION	\$490.30	0.03%
					\$62,695.15	3.42%
5164001902	0			L A CITY DEPT OF WATER AND POWER	\$18,222.39	0.99%
5164002900	0			L A CITY DEPT OF WATER AND POWER	\$861.47	0.05%
5164009900	0			L A CITY DEPT OF WATER AND POWER	\$2,625.92	0.14%
5164015900	631		MESQUIT ST	L A CITY DEPT OF WATER AND POWER	\$5,987.52	0.33%
5164016900	0			L A CITY DEPT OF WATER AND POWER	\$1,099.75	0.06%
5173004902	0			L A CITY DEPT OF WATER AND POWER	\$2,089.52	0.11%
5173016900	717		JACKSON ST	L A CITY DEPT OF WATER AND POWER	\$562.63	0.03%
					\$31,449.19	1.72%
5164004904	0			L A CO METROPOLITAN	\$2,088.76	0.11%
5164005904	0			L A CO METROPOLITAN	\$8,449.88	0.46%
5173013900	120	N	SANTA FE AVE	L A CO METROPOLITAN	\$3,290.54	0.18%
5173022904	234		CENTER ST	L A CO METROPOLITAN	\$3,133.38	0.17%
5173022905	815	E	TEMPLE ST	L A CO METROPOLITAN	\$9,890.95	0.54%
5173022906	210		CENTER ST	L A CO METROPOLITAN	\$5,761.37	0.31%
5173022907	0			L A CO METROPOLITAN	\$2,248.45	0.12%
					\$34,863.33	1.90%
5163012900	321	S	HEWITT ST	L A COUNTY	\$6,109.25	0.33%
5163013900	813	E	4TH PL	L A COUNTY	\$5,386.12	0.29%
					\$11,495.37	0.63%
5173001901	0			L A COUNTY METROPOLITAN	\$1,740.50	0.09%
5173001902	0			L A COUNTY METROPOLITAN	\$243.62	0.01%
5173020913	500	N	CENTER ST	L A COUNTY METROPOLITAN	\$4,818.58	0.26%
					\$6,802.71	0.37%
					\$6,802.71	0.37%
5166033901	727		WILSON ST	L A UNIFIED SCHOOL DIST	\$6,952.85	0.38%
5173004900	0			L A UNIFIED SCHOOL DIST	\$7,734.56	0.42%

5173004903	0			L A UNIFIED SCHOOL DIST	\$2,316.99	0.13%
					\$17,004.39	0.93%
5163017900	214	S	SANTA FE AVE	LACMTA	\$137,909.07	7.52%
5173019901	628	E	ALISO STREET	LACMTA	\$694.98	0.04%
5173019902	622	E	ALISO STREET	LACMTA	\$313.12	0.02%
5173019903	0			LACMTA	\$526.20	0.03%
5173021902	0			LACMTA	\$3,360.04	0.18%
5173021903	0			LACMTA	\$1,278.46	0.07%
					\$144,081.86	7.86%
5173003900	0			STATE OF CA	\$7,052.67	0.38%

APN	2024 Asmt	%	APN	2024 Asmt	%
5163003063	\$35,266.40	1.92%	5163028051	\$146.61	0.01%
5163003064	\$1,722.15	0.09%	5163028052	\$97.04	0.01%
5163004007	\$5,257.75	0.29%	5163028053	\$133.02	0.01%
5163004011	\$572.79	0.03%	5163028054	\$104.23	0.01%
5163005001	\$3,153.02	0.17%	5163028055	\$155.40	0.01%
5163005005	\$815.65	0.04%	5163028056	\$104.23	0.01%
5163005006	\$7,218.53	0.39%	5163028057	\$133.82	0.01%
5163005007	\$3,239.01	0.18%	5163028058	\$114.63	0.01%
5163005008	\$482.67	0.03%	5163028059	\$101.83	0.01%
5163005018	\$5,957.54	0.33%	5163028060	\$101.83	0.01%
5163006012	\$1,586.78	0.09%	5163028061	\$158.60	0.01%
5163006016	\$8,920.72	0.49%	5163028062	\$85.04	0.00%
5163006020	\$2,087.84	0.11%	5163028063	\$117.03	0.01%
5163006023	\$603.33	0.03%	5163028064	\$159.40	0.01%
5163006027	\$5,640.81	0.31%	5163028065	\$115.43	0.01%
5163006029	\$1,740.27	0.09%	5163028066	\$139.41	0.01%
5163006030	\$181.53	0.01%	5163028067	\$163.40	0.01%
5163006031	\$224.71	0.01%	5163028068	\$90.64	0.00%
5163006032	\$224.71	0.01%	5163028069	\$155.40	0.01%
5163006033	\$185.13	0.01%	5163028070	\$101.83	0.01%
5163006034	\$292.99	0.02%	5163028071	\$134.62	0.01%
5163006035	\$229.99	0.01%	5163028072	\$108.23	0.01%
5163006036	\$265.09	0.01%	5163028073	\$145.81	0.01%
5163006037	\$181.53	0.01%	5163028074	\$100.23	0.01%
5163006038	\$224.87	0.01%	5163028075	\$129.82	0.01%
5163006039	\$224.71	0.01%	5163028076	\$113.83	0.01%
5163006040	\$185.29	0.01%	5163028077	\$146.61	0.01%
5163006041	\$294.43	0.02%	5163028078	\$97.04	0.01%
5163006042	\$230.31	0.01%	5163028079	\$133.02	0.01%
5163006043	\$254.77	0.01%	5163028080	\$104.23	0.01%

5163006044	\$181.45	0.01%	5163028081	\$155.40	0.01%
5163006045	\$186.81	0.01%	5163028082	\$104.23	0.01%
5163006046	\$230.79	0.01%	5163028083	\$133.82	0.01%
5163006047	\$183.29	0.01%	5163028084	\$114.63	0.01%
5163006048	\$186.41	0.01%	5163028085	\$101.83	0.01%
5163006049	\$231.11	0.01%	5163028086	\$101.83	0.01%
5163006051	\$291.22	0.02%	5163028087	\$158.60	0.01%
5163006052	\$268.03	0.01%	5163028088	\$85.04	0.00%
5163006053	\$193.67	0.01%	5163028089	\$117.03	0.01%
5163006054	\$193.67	0.01%	5163028090	\$159.40	0.01%
5163006055	\$304.81	0.02%	5163028091	\$125.82	0.01%
5163006056	\$304.81	0.02%	5163028092	\$139.41	0.01%
5163006057	\$196.87	0.01%	5163028093	\$163.40	0.01%
5163006058	\$196.87	0.01%	5163028094	\$90.64	0.00%
5163006059	\$192.07	0.01%	5163028095	\$155.40	0.01%
5163006060	\$192.07	0.01%	5163028096	\$101.83	0.01%
5163006061	\$192.07	0.01%	5163028097	\$134.62	0.01%
5163006062	\$192.07	0.01%	5163028098	\$108.23	0.01%
5163006063	\$192.07	0.01%	5163028099	\$148.21	0.01%
5163006064	\$192.07	0.01%	5163028100	\$100.23	0.01%
5163006065	\$192.07	0.01%	5163028101	\$129.82	0.01%
5163006066	\$192.07	0.01%	5163028102	\$114.63	0.01%
5163006067	\$192.07	0.01%	5163028103	\$146.61	0.01%
5163006068	\$192.07	0.01%	5163028104	\$97.04	0.01%
5163006069	\$192.07	0.01%	5163028105	\$133.02	0.01%
5163006070	\$192.07	0.01%	5163028106	\$104.23	0.01%
5163006071	\$193.67	0.01%	5163028107	\$155.40	0.01%
5163006072	\$193.67	0.01%	5163028108	\$104.23	0.01%
5163006073	\$193.67	0.01%	5163028109	\$133.82	0.01%
5163006074	\$193.67	0.01%	5163028110	\$114.63	0.01%
5163006075	\$200.87	0.01%	5163028111	\$101.83	0.01%
5163006076	\$200.87	0.01%	5163028112	\$101.83	0.01%
5163006077	\$190.48	0.01%	5163028113	\$158.60	0.01%
5163006078	\$190.48	0.01%	5163028114	\$85.04	0.00%
5163006079	\$196.87	0.01%	5163028115	\$117.03	0.01%
5163006080	\$196.87	0.01%	5163028116	\$159.40	0.01%
5163006081	\$196.87	0.01%	5164001007	\$4,517.43	0.25%
5163006082	\$196.87	0.01%	5164001009	\$8,794.42	0.48%
5163006083	\$190.48	0.01%	5164002001	\$9,308.07	0.51%
5163006084	\$190.48	0.01%	5164002011	\$3,552.79	0.19%
5163006085	\$283.22	0.02%	5164002012	\$43,432.83	2.37%
5163006086	\$283.22	0.02%	5164002013	\$181.76	0.01%
5163006087	\$292.82	0.02%	5164003017	\$1,610.22	0.09%

5163006088	\$275.23	0.02%	5164003018	\$4,288.31	0.23%
5163006089	\$12,836.58	0.70%	5164003020	\$7,318.82	0.40%
5163006803	\$388.68	0.02%	5164003021	\$3,888.22	0.21%
5163006804	\$747.82	0.04%	5164004013	\$1,086.76	0.06%
5163007010	\$4,369.45	0.24%	5164004014	\$12,218.84	0.67%
5163008010	\$395.66	0.02%	5164004018	\$8,258.12	0.45%
5163010003	\$18.33	0.00%	5164005004	\$534.60	0.03%
5163010004	\$1,977.26	0.11%	5164005005	\$221.48	0.01%
5163010008	\$248.21	0.01%	5164005006	\$702.62	0.04%
5163010009	\$3,597.33	0.20%	5164006004	\$1,569.09	0.09%
5163010011	\$5,946.81	0.32%	5164006005	\$2,646.36	0.14%
5163011001	\$521.54	0.03%	5164006006	\$667.55	0.04%
5163011002	\$878.85	0.05%	5164006007	\$1,323.18	0.07%
5163011003	\$373.00	0.02%	5164006012	\$1,283.07	0.07%
5163011014	\$292.50	0.02%	5164006013	\$3,490.51	0.19%
5163011017	\$3,102.53	0.17%	5164006014	\$9,854.81	0.54%
5163011021	\$237.15	0.01%	5164006016	\$930.93	0.05%
5163011022	\$549.12	0.03%	5164006017	\$855.38	0.05%
5163011027	\$3,563.44	0.19%	5164006018	\$3,160.71	0.17%
5163011029	\$1,807.33	0.10%	5164007001	\$2,486.39	0.14%
5163011031	\$136.60	0.01%	5164007002	\$427.68	0.02%
5163011032	\$137.40	0.01%	5164007003	\$541.70	0.03%
5163011033	\$143.80	0.01%	5164007004	\$1,299.91	0.07%
5163011034	\$143.00	0.01%	5164007005	\$683.54	0.04%
5163011035	\$140.60	0.01%	5164007006	\$505.08	0.03%
5163011036	\$162.99	0.01%	5164007022	\$3,831.84	0.21%
5163011037	\$110.22	0.01%	5164007900	\$1,943.01	0.11%
5163011038	\$108.62	0.01%	5164008003	\$1,514.95	0.08%
5163011039	\$110.22	0.01%	5164008004	\$903.75	0.05%
5163011040	\$107.82	0.01%	5164008005	\$6,678.48	0.36%
5163011041	\$158.99	0.01%	5164008006	\$878.27	0.05%
5163011042	\$163.79	0.01%	5164008011	\$898.20	0.05%
5163011043	\$159.79	0.01%	5164008012	\$423.25	0.02%
5163011044	\$147.00	0.01%	5164008013	\$425.24	0.02%
5163011045	\$139.00	0.01%	5164008014	\$2,849.28	0.16%
5163011046	\$159.79	0.01%	5164008021	\$9,313.92	0.51%
5163011047	\$150.99	0.01%	5164008024	\$232.93	0.01%
5163011048	\$112.61	0.01%	5164008030	\$242.86	0.01%
5163011049	\$134.20	0.01%	5164008031	\$5,104.40	0.28%
5163011050	\$138.20	0.01%	5164008032	\$12,426.80	0.68%
5163011051	\$179.78	0.01%	5164009012	\$1,899.54	0.10%
5163011052	\$163.79	0.01%	5164009013	\$1,089.57	0.06%
5163011053	\$159.79	0.01%	5164009014	\$513.84	0.03%

5163011054	\$147.00	0.01%	5164009015	\$989.05	0.05%
5163011055	\$139.00	0.01%	5164009018	\$1,395.02	0.08%
5163011056	\$159.79	0.01%	5164009019	\$589.18	0.03%
5163011057	\$150.99	0.01%	5164009022	\$1,513.28	0.08%
5163011058	\$112.61	0.01%	5164009023	\$2,195.13	0.12%
5163011059	\$134.20	0.01%	5164009024	\$2,407.72	0.13%
5163011060	\$138.20	0.01%	5164009025	\$515.51	0.03%
5163011061	\$179.78	0.01%	5164009027	\$838.29	0.05%
5163011062	\$163.79	0.01%	5164009028	\$842.28	0.05%
5163011063	\$159.79	0.01%	5164009029	\$842.28	0.05%
5163011064	\$147.00	0.01%	5164009030	\$838.29	0.05%
5163011065	\$139.00	0.01%	5164009036	\$571.26	0.03%
5163011066	\$159.79	0.01%	5164009037	\$1,108.49	0.06%
5163011067	\$150.99	0.01%	5164009038	\$801.90	0.04%
5163011068	\$112.61	0.01%	5164009040	\$1,142.52	0.06%
5163011069	\$134.20	0.01%	5164009042	\$1,427.47	0.08%
5163011070	\$138.20	0.01%	5164010002	\$12,055.53	0.66%
5163011071	\$179.78	0.01%	5164010003	\$22,707.61	1.24%
5163011072	\$163.79	0.01%	5164010004	\$6,586.88	0.36%
5163011073	\$159.79	0.01%	5164010005	\$42,153.18	2.30%
5163011074	\$214.96	0.01%	5164010009	\$8,582.92	0.47%
5163011075	\$139.00	0.01%	5164011001	\$22,704.99	1.24%
5163011076	\$159.79	0.01%	5164011002	\$961.67	0.05%
5163011077	\$150.99	0.01%	5164011003	\$532.23	0.03%
5163011078	\$223.75	0.01%	5164011004	\$10,129.80	0.55%
5163011079	\$134.20	0.01%	5164011005	\$2,960.99	0.16%
5163011080	\$138.20	0.01%	5164011006	\$1,806.75	0.10%
5163011081	\$179.78	0.01%	5164011007	\$3,101.64	0.17%
5163011082	\$222.15	0.01%	5164011008	\$232.86	0.01%
5163011083	\$199.77	0.01%	5164011009	\$2,195.60	0.12%
5163012004	\$1,525.18	0.08%	5164011010	\$2,395.24	0.13%
5163012005	\$750.90	0.04%	5164012001	\$166.34	0.01%
5163012006	\$810.15	0.04%	5164012002	\$199.56	0.01%
5163012007	\$2,212.29	0.12%	5164012003	\$771.96	0.04%
5163012008	\$381.88	0.02%	5164012010	\$166.34	0.01%
5163012015	\$927.42	0.05%	5164012012	\$232.86	0.01%
5163013001	\$4,519.83	0.25%	5164012017	\$66.52	0.00%
5163013002	\$1,582.92	0.09%	5164012018	\$99.82	0.01%
5163013007	\$267.26	0.01%	5164012019	\$133.04	0.01%
5163013008	\$1,094.30	0.06%	5164012022	\$5,561.17	0.30%
5163013009	\$3,402.38	0.19%	5164012024	\$1,838.88	0.10%
5163013010	\$4,657.00	0.25%	5164012025	\$3,450.13	0.19%
5163014003	\$2,640.82	0.14%	5164012027	\$181.20	0.01%

5163014004	\$1,679.92	0.09%	5164012028	\$181.20	0.01%
5163014012	\$801.90	0.04%	5164012029	\$182.64	0.01%
5163014013	\$26,136.25	1.43%	5164012030	\$109.40	0.01%
5163015001	\$304.78	0.02%	5164012031	\$145.46	0.01%
5163015002	\$10,067.64	0.55%	5164012032	\$183.84	0.01%
5163015003	\$490.69	0.03%	5164012033	\$124.76	0.01%
5163015004	\$4,405.57	0.24%	5164012034	\$126.27	0.01%
5163015005	\$2,869.52	0.16%	5164012035	\$174.41	0.01%
5163015006	\$692.44	0.04%	5164012036	\$142.43	0.01%
5163015007	\$3,322.70	0.18%	5164012037	\$183.92	0.01%
5163015008	\$2,462.35	0.13%	5164012038	\$88.54	0.00%
5163015009	\$299.91	0.02%	5164012039	\$105.57	0.01%
5163015011	\$786.12	0.04%	5164012040	\$160.02	0.01%
5163015014	\$517.08	0.03%	5164012041	\$154.50	0.01%
5163015016	\$2,842.75	0.16%	5164012042	\$154.50	0.01%
5163015017	\$504.05	0.03%	5164012043	\$146.34	0.01%
5163015022	\$5,900.56	0.32%	5164012044	\$93.81	0.01%
5163015024	\$262.72	0.01%	5164012045	\$166.97	0.01%
5163015025	\$900.31	0.05%	5164012046	\$113.16	0.01%
5163015028	\$1,123.29	0.06%	5164012047	\$194.96	0.01%
5163015029	\$875.20	0.05%	5164012048	\$124.76	0.01%
5163015030	\$9.16	0.00%	5164012049	\$133.87	0.01%
5163015800	\$225.15	0.01%	5164012050	\$139.47	0.01%
5163016001	\$99.74	0.01%	5164012051	\$143.70	0.01%
5163016002	\$16.50	0.00%	5164012052	\$144.98	0.01%
5163016015	\$22,694.22	1.24%	5164012053	\$144.58	0.01%
5163016017	\$60,616.79	3.31%	5164012054	\$140.11	0.01%
5163017001	\$820.99	0.04%	5164012055	\$109.40	0.01%
5163018001	\$889.45	0.05%	5164012056	\$99.49	0.01%
5163018006	\$7,144.87	0.39%	5164012057	\$120.12	0.01%
5163018007	\$3,292.80	0.18%	5164012058	\$181.92	0.01%
5163018008	\$4,756.51	0.26%	5164012059	\$89.26	0.00%
5163019012	\$208.51	0.01%	5164012060	\$104.77	0.01%
5163019013	\$192.52	0.01%	5164012061	\$159.94	0.01%
5163019014	\$174.13	0.01%	5164012062	\$154.50	0.01%
5163019015	\$179.72	0.01%	5164012063	\$154.50	0.01%
5163019016	\$182.12	0.01%	5164012064	\$145.54	0.01%
5163019017	\$184.52	0.01%	5164012065	\$93.17	0.01%
5163019018	\$276.47	0.02%	5164012066	\$168.89	0.01%
5163019019	\$280.47	0.02%	5164012067	\$93.65	0.01%
5163019020	\$241.29	0.01%	5164012068	\$93.65	0.01%
5163019021	\$207.71	0.01%	5164012069	\$184.96	0.01%
5163019022	\$267.68	0.01%	5164012070	\$125.79	0.01%

5163019023	\$212.51	0.01%	5164012071	\$134.51	0.01%
5163019024	\$212.51	0.01%	5164012072	\$140.91	0.01%
5163019025	\$198.91	0.01%	5164012073	\$144.66	0.01%
5163019026	\$181.32	0.01%	5164012074	\$145.62	0.01%
5163019027	\$203.71	0.01%	5164012075	\$143.78	0.01%
5163019028	\$187.72	0.01%	5164012076	\$141.07	0.01%
5163019029	\$274.87	0.01%	5164012077	\$108.28	0.01%
5163019030	\$209.31	0.01%	5164012078	\$99.57	0.01%
5163019031	\$194.12	0.01%	5164012079	\$119.48	0.01%
5163019032	\$153.34	0.01%	5164012080	\$181.92	0.01%
5163019033	\$180.52	0.01%	5164012081	\$89.26	0.00%
5163019034	\$183.72	0.01%	5164012082	\$104.77	0.01%
5163019035	\$177.33	0.01%	5164012083	\$160.10	0.01%
5163019036	\$162.13	0.01%	5164012084	\$154.50	0.01%
5163019037	\$149.34	0.01%	5164012085	\$154.50	0.01%
5163019038	\$165.33	0.01%	5164012086	\$145.54	0.01%
5163019039	\$157.34	0.01%	5164012087	\$93.17	0.01%
5163019040	\$209.31	0.01%	5164012088	\$168.89	0.01%
5163019041	\$193.32	0.01%	5164012089	\$93.65	0.01%
5163019042	\$310.05	0.02%	5164012090	\$93.65	0.01%
5163019043	\$263.68	0.01%	5164012091	\$184.96	0.01%
5163019044	\$282.07	0.02%	5164012092	\$125.79	0.01%
5163019045	\$316.45	0.02%	5164012093	\$134.51	0.01%
5163019046	\$302.86	0.02%	5164012094	\$140.91	0.01%
5163019047	\$367.62	0.02%	5164012095	\$144.66	0.01%
5163019048	\$172.53	0.01%	5164012096	\$145.62	0.01%
5163019049	\$154.94	0.01%	5164012097	\$143.78	0.01%
5163019050	\$193.32	0.01%	5164012098	\$141.71	0.01%
5163019051	\$170.13	0.01%	5164012099	\$108.28	0.01%
5163019052	\$151.74	0.01%	5164012100	\$99.57	0.01%
5163019053	\$214.90	0.01%	5164012101	\$119.48	0.01%
5163019054	\$189.32	0.01%	5164012102	\$181.92	0.01%
5163019055	\$199.71	0.01%	5164012103	\$89.26	0.00%
5163019056	\$174.13	0.01%	5164012104	\$104.77	0.01%
5163019057	\$212.51	0.01%	5164012105	\$160.10	0.01%
5163019058	\$218.10	0.01%	5164012106	\$154.50	0.01%
5163019059	\$222.10	0.01%	5164012107	\$154.50	0.01%
5163019060	\$165.33	0.01%	5164012108	\$145.54	0.01%
5163019061	\$145.34	0.01%	5164012109	\$93.17	0.01%
5163019062	\$167.73	0.01%	5164012110	\$168.89	0.01%
5163019063	\$218.10	0.01%	5164012111	\$93.65	0.01%
5163019064	\$186.12	0.01%	5164012112	\$93.65	0.01%
5163019065	\$207.71	0.01%	5164012113	\$184.96	0.01%

5163019066	\$239.69	0.01%	5164012114	\$125.79	0.01%
5163019067	\$272.47	0.01%	5164012115	\$134.51	0.01%
5163019068	\$217.30	0.01%	5164012116	\$140.91	0.01%
5163019069	\$238.89	0.01%	5164012117	\$144.66	0.01%
5163019070	\$210.11	0.01%	5164012118	\$145.62	0.01%
5163019071	\$202.11	0.01%	5164012119	\$143.78	0.01%
5163019072	\$167.73	0.01%	5164012120	\$141.87	0.01%
5163019073	\$175.73	0.01%	5164012121	\$108.28	0.01%
5163019074	\$250.09	0.01%	5164012122	\$99.57	0.01%
5163019075	\$238.89	0.01%	5164012123	\$119.48	0.01%
5163019076	\$237.29	0.01%	5164012124	\$181.92	0.01%
5163019077	\$183.72	0.01%	5164012125	\$89.26	0.00%
5163019078	\$190.92	0.01%	5164012126	\$104.77	0.01%
5163019079	\$195.72	0.01%	5164012127	\$160.10	0.01%
5163019080	\$186.12	0.01%	5164012128	\$154.50	0.01%
5163019081	\$195.72	0.01%	5164012129	\$154.50	0.01%
5163019082	\$173.33	0.01%	5164012130	\$145.54	0.01%
5163019083	\$187.72	0.01%	5164012131	\$93.17	0.01%
5163019084	\$226.10	0.01%	5164012132	\$168.89	0.01%
5163019085	\$180.52	0.01%	5164012133	\$93.65	0.01%
5163019086	\$180.52	0.01%	5164012134	\$93.65	0.01%
5163019087	\$181.32	0.01%	5164012135	\$184.96	0.01%
5163019088	\$182.12	0.01%	5164012136	\$125.79	0.01%
5163019089	\$209.31	0.01%	5164012137	\$134.51	0.01%
5163019090	\$209.31	0.01%	5164012138	\$140.91	0.01%
5163019091	\$198.91	0.01%	5164012139	\$144.66	0.01%
5163019092	\$189.32	0.01%	5164012140	\$145.62	0.01%
5163019093	\$218.90	0.01%	5164012141	\$143.78	0.01%
5163019094	\$237.29	0.01%	5164012142	\$204.07	0.01%
5163019095	\$198.91	0.01%	5164012143	\$108.28	0.01%
5163019096	\$211.71	0.01%	5164012144	\$99.57	0.01%
5163019097	\$258.08	0.01%	5164012145	\$119.48	0.01%
5163019098	\$218.90	0.01%	5164012146	\$137.79	0.01%
5163019099	\$180.52	0.01%	5164012147	\$255.96	0.01%
5163019100	\$156.54	0.01%	5164012148	\$61.27	0.00%
5163019101	\$142.15	0.01%	5164013003	\$1,320.89	0.07%
5163019102	\$175.73	0.01%	5164013009	\$867.43	0.05%
5163019801	\$114.48	0.01%	5164013010	\$891.42	0.05%
5163021001	\$3,135.35	0.17%	5164013011	\$427.68	0.02%
5163021002	\$1,053.30	0.06%	5164013012	\$875.43	0.05%
5163021005	\$501.00	0.03%	5164013013	\$2,382.03	0.13%
5163021008	\$1,653.65	0.09%	5164013015	\$875.43	0.05%
5163021009	\$397.13	0.02%	5164013021	\$2,363.57	0.13%

5163021010	\$397.13	0.02%	5164013022	\$3,535.95	0.19%
5163021011	\$1,625.80	0.09%	5164013023	\$875.43	0.05%
5163021012	\$397.13	0.02%	5164013024	\$1,750.88	0.10%
5163021015	\$397.13	0.02%	5164013025	\$1,129.00	0.06%
5163021021	\$1,019.85	0.06%	5164013026	\$2,949.54	0.16%
5163021026	\$91.68	0.01%	5164013037	\$7,511.72	0.41%
5163021027	\$1,433.92	0.08%	5164014002	\$323.81	0.02%
5163021030	\$1,033.27	0.06%	5164014003	\$446.25	0.02%
5163021032	\$5,781.50	0.32%	5164014004	\$581.18	0.03%
5163021033	\$391.02	0.02%	5164014005	\$530.06	0.03%
5163021034	\$710.86	0.04%	5164014006	\$325.34	0.02%
5163021039	\$272.77	0.01%	5164014009	\$427.68	0.02%
5163021040	\$233.59	0.01%	5164014010	\$1,635.72	0.09%
5163021041	\$238.39	0.01%	5164014011	\$811.47	0.04%
5163021042	\$238.39	0.01%	5164014012	\$875.40	0.05%
5163021043	\$238.39	0.01%	5164014015	\$569.76	0.03%
5163021044	\$238.39	0.01%	5164014025	\$922.39	0.05%
5163021045	\$239.19	0.01%	5164014026	\$16,395.64	0.89%
5163021046	\$171.22	0.01%	5164014027	\$2,050.61	0.11%
5163021047	\$199.21	0.01%	5164015023	\$14,164.10	0.77%
5163021048	\$199.21	0.01%	5164017002	\$7,143.23	0.39%
5163021049	\$199.21	0.01%	5164017003	\$7,022.05	0.38%
5163021050	\$191.21	0.01%	5164017006	\$3,766.84	0.21%
5163021051	\$167.23	0.01%	5164017008	\$2,035.30	0.11%
5163021052	\$240.79	0.01%	5164018004	\$2,463.18	0.13%
5163021053	\$102.46	0.01%	5164018005	\$427.68	0.02%
5163021054	\$135.24	0.01%	5164018006	\$416.99	0.02%
5163021055	\$132.85	0.01%	5164018007	\$342.91	0.02%
5163021056	\$132.85	0.01%	5164018008	\$7,033.00	0.38%
5163021057	\$132.85	0.01%	5164018009	\$4,790.02	0.26%
5163021058	\$132.85	0.01%	5164018010	\$3,996.72	0.22%
5163021059	\$132.85	0.01%	5164018011	\$3,341.33	0.18%
5163021060	\$132.85	0.01%	5164019018	\$2,212.66	0.12%
5163021061	\$134.45	0.01%	5164019029	\$5,304.77	0.29%
5163021062	\$102.46	0.01%	5164019031	\$33,402.53	1.82%
5163021063	\$98.47	0.01%	5164020001	\$427.68	0.02%
5163021064	\$113.66	0.01%	5164020002	\$427.68	0.02%
5163021065	\$113.66	0.01%	5164020003	\$427.68	0.02%
5163021066	\$113.66	0.01%	5164020011	\$766.75	0.04%
5163021067	\$113.66	0.01%	5164020012	\$387.58	0.02%
5163021068	\$93.67	0.01%	5164020013	\$400.34	0.02%
5163021069	\$134.45	0.01%	5164020014	\$412.79	0.02%
5163021070	\$135.24	0.01%	5164020015	\$662.78	0.04%

5163021071	\$132.85	0.01%	5164020016	\$437.76	0.02%
5163021072	\$132.85	0.01%	5164020017	\$846.65	0.05%
5163021073	\$132.85	0.01%	5164020021	\$5,570.41	0.30%
5163021074	\$132.85	0.01%	5164020023	\$1,867.83	0.10%
5163021075	\$132.85	0.01%	5164020028	\$3,940.30	0.21%
5163021076	\$132.85	0.01%	5164021001	\$1,638.78	0.09%
5163021077	\$134.45	0.01%	5164021004	\$1,388.33	0.08%
5163021078	\$102.46	0.01%	5164021005	\$616.84	0.03%
5163021079	\$98.47	0.01%	5164021006	\$3,096.38	0.17%
5163021080	\$113.66	0.01%	5164021007	\$2,320.89	0.13%
5163021081	\$113.66	0.01%	5164021008	\$1,857.14	0.10%
5163021082	\$113.66	0.01%	5164021009	\$3,261.04	0.18%
5163021083	\$113.66	0.01%	5164021015	\$188.58	0.01%
5163021084	\$93.67	0.01%	5164021016	\$231.75	0.01%
5163021085	\$134.45	0.01%	5164021017	\$219.76	0.01%
5163021086	\$135.24	0.01%	5164021018	\$238.95	0.01%
5163021087	\$132.85	0.01%	5164021019	\$223.76	0.01%
5163021088	\$132.85	0.01%	5164021020	\$209.37	0.01%
5163021089	\$132.85	0.01%	5164021021	\$152.60	0.01%
5163021090	\$132.85	0.01%	5164021022	\$138.21	0.01%
5163021091	\$132.85	0.01%	5164021023	\$118.22	0.01%
5163021092	\$132.85	0.01%	5164021024	\$111.82	0.01%
5163021093	\$134.45	0.01%	5164021025	\$122.22	0.01%
5163021094	\$102.46	0.01%	5164021026	\$109.42	0.01%
5163021095	\$98.47	0.01%	5164021027	\$104.63	0.01%
5163021096	\$113.66	0.01%	5164021028	\$101.43	0.01%
5163021097	\$113.66	0.01%	5164021029	\$156.60	0.01%
5163021098	\$113.66	0.01%	5164021030	\$82.56	0.00%
5163021099	\$113.66	0.01%	5164021031	\$72.40	0.00%
5163021100	\$93.67	0.01%	5164021032	\$73.12	0.00%
5163021101	\$134.45	0.01%	5164021033	\$118.14	0.01%
5163021102	\$8,609.55	0.47%	5164021034	\$111.98	0.01%
5163021103	\$278.58	0.02%	5164021035	\$114.78	0.01%
5163021104	\$217.01	0.01%	5164021036	\$136.85	0.01%
5163021105	\$252.19	0.01%	5164021037	\$73.44	0.00%
5163021106	\$211.41	0.01%	5164021038	\$90.15	0.00%
5163021107	\$249.79	0.01%	5164021039	\$101.03	0.01%
5163021108	\$209.81	0.01%	5164021040	\$156.60	0.01%
5163021109	\$249.79	0.01%	5164021041	\$121.82	0.01%
5163021110	\$208.21	0.01%	5164021042	\$108.70	0.01%
5163021111	\$249.79	0.01%	5164021043	\$117.26	0.01%
5163021112	\$209.81	0.01%	5164021044	\$107.18	0.01%
5163021113	\$249.79	0.01%	5164021045	\$82.56	0.00%

5163021114	\$210.61	0.01%	5164021046	\$72.40	0.00%
5163021115	\$264.18	0.01%	5164021047	\$73.12	0.00%
5163021116	\$210.61	0.01%	5164021048	\$118.14	0.01%
5163021117	\$104.27	0.01%	5164021049	\$111.98	0.01%
5163021118	\$111.47	0.01%	5164021050	\$114.78	0.01%
5163021119	\$110.67	0.01%	5164021051	\$136.85	0.01%
5163021120	\$109.87	0.01%	5164021052	\$73.44	0.00%
5163021121	\$110.67	0.01%	5164021053	\$90.15	0.00%
5163021122	\$111.47	0.01%	5164021054	\$101.03	0.01%
5163021123	\$114.67	0.01%	5164021055	\$156.60	0.01%
5163021124	\$101.07	0.01%	5164021056	\$121.82	0.01%
5163021125	\$104.27	0.01%	5164021057	\$108.70	0.01%
5163021126	\$98.68	0.01%	5164021058	\$117.26	0.01%
5163021127	\$111.47	0.01%	5164021059	\$107.18	0.01%
5163021128	\$97.88	0.01%	5164021060	\$82.56	0.00%
5163021129	\$110.67	0.01%	5164021061	\$72.40	0.00%
5163021130	\$97.88	0.01%	5164021062	\$73.12	0.00%
5163021131	\$109.87	0.01%	5164021063	\$118.14	0.01%
5163021132	\$97.88	0.01%	5164021064	\$111.98	0.01%
5163021133	\$110.67	0.01%	5164021065	\$114.78	0.01%
5163021134	\$97.88	0.01%	5164021066	\$136.85	0.01%
5163021135	\$111.47	0.01%	5164021067	\$73.44	0.00%
5163021136	\$102.67	0.01%	5164021068	\$90.15	0.00%
5163021137	\$114.67	0.01%	5164021069	\$101.03	0.01%
5163021138	\$107.47	0.01%	5164021070	\$156.60	0.01%
5163021139	\$104.27	0.01%	5164021071	\$121.82	0.01%
5163021140	\$98.68	0.01%	5164021072	\$108.70	0.01%
5163021141	\$111.47	0.01%	5164021073	\$117.26	0.01%
5163021142	\$97.88	0.01%	5164021074	\$107.18	0.01%
5163021143	\$110.67	0.01%	5164021075	\$82.56	0.00%
5163021144	\$97.88	0.01%	5164021076	\$72.40	0.00%
5163021145	\$107.47	0.01%	5164021077	\$73.12	0.00%
5163021146	\$97.88	0.01%	5164021078	\$118.14	0.01%
5163021147	\$110.67	0.01%	5164021079	\$111.98	0.01%
5163021148	\$97.88	0.01%	5164021080	\$114.78	0.01%
5163021149	\$111.47	0.01%	5164021081	\$136.85	0.01%
5163021150	\$102.67	0.01%	5164021082	\$73.44	0.00%
5163021151	\$114.67	0.01%	5164021083	\$90.15	0.00%
5163021152	\$132.26	0.01%	5164021084	\$101.03	0.01%
5163021153	\$130.66	0.01%	5164021085	\$156.60	0.01%
5163021154	\$122.66	0.01%	5164021086	\$121.82	0.01%
5163021155	\$140.25	0.01%	5164021087	\$108.70	0.01%
5163021156	\$118.66	0.01%	5164021088	\$117.26	0.01%

5163021157	\$136.25	0.01%	5164021089	\$107.18	0.01%
5163021158	\$120.26	0.01%	5164021090	\$82.56	0.00%
5163021159	\$136.25	0.01%	5164021091	\$72.40	0.00%
5163021160	\$120.26	0.01%	5164021092	\$73.12	0.00%
5163021161	\$137.05	0.01%	5164021093	\$118.14	0.01%
5163021162	\$123.46	0.01%	5164021094	\$111.98	0.01%
5163021163	\$141.85	0.01%	5164021095	\$114.78	0.01%
5163021164	\$102.67	0.01%	5164021096	\$136.85	0.01%
5163021165	\$114.67	0.01%	5164021097	\$73.44	0.00%
5163021167	\$1,217.91	0.07%	5164021098	\$90.15	0.00%
5163021168	\$391.55	0.02%	5164021099	\$101.03	0.01%
5163021169	\$410.74	0.02%	5164021100	\$156.60	0.01%
5163021170	\$395.55	0.02%	5164021101	\$121.82	0.01%
5163021172	\$151.96	0.01%	5164021102	\$108.70	0.01%
5163021173	\$147.16	0.01%	5164021103	\$117.26	0.01%
5163021174	\$151.96	0.01%	5164021104	\$107.18	0.01%
5163021175	\$148.76	0.01%	5164021105	\$185.38	0.01%
5163021176	\$148.76	0.01%	5164021106	\$72.64	0.00%
5163021177	\$148.76	0.01%	5164021107	\$366.88	0.02%
5163021178	\$148.76	0.01%	5164021108	\$107.82	0.01%
5163021179	\$151.96	0.01%	5164021109	\$111.02	0.01%
5163021180	\$115.98	0.01%	5164021110	\$187.78	0.01%
5163021181	\$107.99	0.01%	5164021111	\$73.44	0.00%
5163021182	\$114.38	0.01%	5164021112	\$213.36	0.01%
5163021183	\$100.79	0.01%	5164021113	\$189.38	0.01%
5163021184	\$121.58	0.01%	5164021114	\$162.19	0.01%
5163021185	\$103.99	0.01%	5164021115	\$156.60	0.01%
5163021186	\$114.38	0.01%	5164021116	\$147.24	0.01%
5163021187	\$101.59	0.01%	5164021117	\$159.79	0.01%
5163021188	\$110.38	0.01%	5164021118	\$166.19	0.01%
5163021189	\$95.99	0.01%	5164021119	\$1,540.41	0.08%
5163021190	\$107.19	0.01%	5164021120	\$365.80	0.02%
5163021191	\$119.98	0.01%	5164021121	\$6,880.77	0.38%
5163021192	\$115.98	0.01%	5164022002	\$2,631.83	0.14%
5163021193	\$107.99	0.01%	5164022003	\$2,153.85	0.12%
5163021194	\$114.38	0.01%	5164022004	\$4,295.34	0.23%
5163021195	\$100.79	0.01%	5164022005	\$859.56	0.05%
5163021196	\$121.58	0.01%	5164022008	\$4,031.60	0.22%
5163021197	\$103.99	0.01%	5164022010	\$1,145.65	0.06%
5163021198	\$114.38	0.01%	5164022011	\$4,535.22	0.25%
5163021199	\$110.38	0.01%	5164022012	\$8,055.73	0.44%
5163021200	\$101.59	0.01%	5164023004	\$1,146.03	0.06%
5163021201	\$107.19	0.01%	5164023007	\$6,257.54	0.34%

5163021202	\$107.99	0.01%	5164023015	\$1,130.75	0.06%
5163021203	\$119.98	0.01%	5164023016	\$1,130.75	0.06%
5163021204	\$157.56	0.01%	5164023019	\$1,130.30	0.06%
5163021205	\$124.78	0.01%	5164023020	\$2,148.33	0.12%
5163021206	\$128.77	0.01%	5164023021	\$1,609.15	0.09%
5163021207	\$131.17	0.01%	5164023022	\$328.40	0.02%
5163021208	\$122.38	0.01%	5164023023	\$1,906.99	0.10%
5163021209	\$116.78	0.01%	5164023024	\$2,263.80	0.12%
5163021210	\$149.56	0.01%	5164023025	\$2,120.84	0.12%
5163021211	\$203.13	0.01%	5166002009	\$320.76	0.02%
5163021212	\$119.18	0.01%	5166002011	\$852.00	0.05%
5163021213	\$126.38	0.01%	5166002012	\$22.91	0.00%
5163021214	\$134.37	0.01%	5166002018	\$1,414.33	0.08%
5163021215	\$128.77	0.01%	5166002019	\$2,517.69	0.14%
5163021216	\$123.98	0.01%	5166002020	\$1,564.65	0.09%
5163021217	\$128.77	0.01%	5166002021	\$2,589.76	0.14%
5163021218	\$112.78	0.01%	5166002027	\$191.47	0.01%
5163021219	\$116.78	0.01%	5166002028	\$170.68	0.01%
5163021220	\$178.35	0.01%	5166002029	\$185.88	0.01%
5163021221	\$143.97	0.01%	5166002030	\$179.48	0.01%
5163021222	\$145.56	0.01%	5166002031	\$179.48	0.01%
5163021223	\$151.16	0.01%	5166002032	\$181.88	0.01%
5163021224	\$134.37	0.01%	5166002033	\$204.27	0.01%
5163021225	\$124.78	0.01%	5166002034	\$232.25	0.01%
5163021226	\$128.77	0.01%	5166002035	\$179.48	0.01%
5163021227	\$126.38	0.01%	5166002036	\$225.85	0.01%
5163021228	\$128.77	0.01%	5166002037	\$243.44	0.01%
5163021229	\$112.78	0.01%	5166002038	\$225.05	0.01%
5163021230	\$128.77	0.01%	5166002039	\$216.26	0.01%
5163021231	\$178.35	0.01%	5166002040	\$161.09	0.01%
5163021232	\$151.16	0.01%	5166002041	\$167.49	0.01%
5163021233	\$134.37	0.01%	5166002042	\$180.28	0.01%
5163021234	\$124.78	0.01%	5166002043	\$180.28	0.01%
5163021235	\$128.77	0.01%	5166002044	\$165.89	0.01%
5163021236	\$126.38	0.01%	5166002045	\$167.49	0.01%
5163021237	\$128.77	0.01%	5166002046	\$8,190.88	0.45%
5163021238	\$112.78	0.01%	5166003001	\$1,941.58	0.11%
5163021239	\$128.77	0.01%	5166003002	\$862.92	0.05%
5163021801	\$134.41	0.01%	5166003005	\$1,070.66	0.06%
5163022001	\$531.01	0.03%	5166003006	\$5,977.11	0.33%
5163022002	\$381.86	0.02%	5166003010	\$2,922.45	0.16%
5163022003	\$1,403.36	0.08%	5166003012	\$3,157.08	0.17%
5163022005	\$652.71	0.04%	5166003013	\$2,141.03	0.12%

5163022006	\$812.67	0.04%	5166004004	\$1,558.97	0.09%
5163022007	\$1,168.45	0.06%	5166004005	\$641.52	0.04%
5163022016	\$1,058.15	0.06%	5166004006	\$1,376.01	0.08%
5163022017	\$1,496.70	0.08%	5166004024	\$599.93	0.03%
5163022018	\$1,797.21	0.10%	5166004025	\$194.82	0.01%
5163022019	\$1,985.57	0.11%	5166004027	\$2,469.85	0.13%
5163022020	\$1,818.99	0.10%	5166012010	\$906.06	0.05%
5163022022	\$526.96	0.03%	5166012011	\$810.18	0.04%
5163022023	\$1,860.73	0.10%	5166012019	\$687.34	0.04%
5163022024	\$2,801.53	0.15%	5166012037	\$5,496.31	0.30%
5163022025	\$2,371.79	0.13%	5166012043	\$540.43	0.03%
5163023001	\$903.30	0.05%	5166012044	\$705.67	0.04%
5163023002	\$171.86	0.01%	5166013010	\$47,121.61	2.57%
5163024009	\$4,803.74	0.26%	5166014001	\$1,193.30	0.07%
5163024011	\$1,742.96	0.10%	5166014003	\$2,438.65	0.13%
5163024012	\$3,637.90	0.20%	5166014005	\$657.09	0.04%
5163024013	\$5,069.21	0.28%	5166014006	\$427.68	0.02%
5163024014	\$2,082.25	0.11%	5166014007	\$504.05	0.03%
5163025001	\$1,525.69	0.08%	5166014008	\$875.43	0.05%
5163025002	\$1,776.56	0.10%	5166014009	\$579.60	0.03%
5163025003	\$515.51	0.03%	5166014010	\$747.50	0.04%
5163025004	\$3,090.70	0.17%	5166014011	\$453.24	0.02%
5163025007	\$3,624.19	0.20%	5166014012	\$5,911.81	0.32%
5163025009	\$10,783.64	0.59%	5166015002	\$1,750.86	0.10%
5163025010	\$10,839.49	0.59%	5166015003	\$1,750.86	0.10%
5163026001	\$5,103.27	0.28%	5166015004	\$683.54	0.04%
5163026002	\$785.04	0.04%	5166015009	\$481.14	0.03%
5163026003	\$862.83	0.05%	5166015019	\$2,778.17	0.15%
5163026004	\$940.52	0.05%	5166015020	\$1,604.43	0.09%
5163026005	\$1,016.25	0.06%	5166016001	\$856.48	0.05%
5163026006	\$1,091.94	0.06%	5166016002	\$667.55	0.04%
5163026007	\$635.49	0.03%	5166016003	\$433.03	0.02%
5163026008	\$2,554.85	0.14%	5166016013	\$427.68	0.02%
5163027003	\$381.86	0.02%	5166016014	\$427.68	0.02%
5163027009	\$2,008.34	0.11%	5166016015	\$3,064.01	0.17%
5163027010	\$1,784.73	0.10%	5166016016	\$2,222.49	0.12%
5163027011	\$2,062.88	0.11%	5166016017	\$2,345.47	0.13%
5163027012	\$1,875.77	0.10%	5166016019	\$6,394.39	0.35%
5163027013	\$411.64	0.02%	5166016020	\$1,359.86	0.07%
5163027017	\$1,497.26	0.08%	5166017004	\$758.47	0.04%
5163027018	\$2,926.53	0.16%	5166017005	\$872.23	0.05%
5163028001	\$252.15	0.01%	5166017006	\$2,646.36	0.14%
5163028002	\$261.74	0.01%	5166017007	\$1,738.07	0.09%

5163028003	\$95.44	0.01%	5166017008	\$1,323.18	0.07%
5163028004	\$217.77	0.01%	5166017009	\$1,596.49	0.09%
5163028005	\$101.83	0.01%	5166017010	\$3,843.52	0.21%
5163028006	\$252.95	0.01%	5166017011	\$1,703.47	0.09%
5163028007	\$131.42	0.01%	5166017012	\$858.42	0.05%
5163028008	\$213.77	0.01%	5166017013	\$875.43	0.05%
5163028009	\$124.22	0.01%	5166017015	\$1,116.94	0.06%
5163028010	\$241.76	0.01%	5166017016	\$2,183.71	0.12%
5163028011	\$178.59	0.01%	5166018001	\$1,789.24	0.10%
5163028012	\$220.17	0.01%	5166018012	\$534.60	0.03%
5163028013	\$222.57	0.01%	5166018014	\$8,088.26	0.44%
5163028014	\$240.16	0.01%	5166032011	\$1,588.06	0.09%
5163028015	\$244.15	0.01%	5166032049	\$6,950.44	0.38%
5163028016	\$226.56	0.01%	5166032050	\$5,401.80	0.29%
5163028017	\$243.35	0.01%	5166033004	\$2,211.72	0.12%
5163028018	\$277.74	0.02%	5166034008	\$16,781.43	0.92%
5163028019	\$215.37	0.01%	5166034009	\$8,241.24	0.45%
5163028020	\$165.00	0.01%	5166034016	\$11,660.37	0.64%
5163028021	\$103.43	0.01%	5173001017	\$15,280.30	0.83%
5163028022	\$85.04	0.00%	5173003001	\$1,232.48	0.07%
5163028023	\$176.19	0.01%	5173003002	\$2,161.13	0.12%
5163028024	\$90.64	0.00%	5173003010	\$6,970.37	0.38%
5163028025	\$101.83	0.01%	5173003011	\$1,186.81	0.06%
5163028026	\$108.23	0.01%	5173003012	\$1,485.42	0.08%
5163028027	\$100.23	0.01%	5173004015	\$3,743.74	0.20%
5163028028	\$113.03	0.01%	5173013014	\$1,039.64	0.06%
5163028029	\$96.24	0.01%	5173013020	\$6,211.68	0.34%
5163028030	\$104.23	0.01%	5173014001	\$748.96	0.04%
5163028031	\$103.43	0.01%	5173014002	\$478.47	0.03%
5163028032	\$114.63	0.01%	5173014003	\$632.05	0.03%
5163028033	\$101.83	0.01%	5173015001	\$1,080.56	0.06%
5163028034	\$101.83	0.01%	5173015002	\$528.87	0.03%
5163028035	\$158.60	0.01%	5173015006	\$9,229.82	0.50%
5163028036	\$85.04	0.00%	5173015008	\$306.71	0.02%
5163028037	\$117.82	0.01%	5173015009	\$892.10	0.05%
5163028038	\$158.60	0.01%	5173015011	\$2,921.23	0.16%
5163028039	\$115.43	0.01%	5173015012	\$460.14	0.03%
5163028040	\$139.41	0.01%	5173015013	\$460.14	0.03%
5163028041	\$163.40	0.01%	5173015014	\$153.35	0.01%
5163028042	\$90.64	0.00%	5173015015	\$638.57	0.03%
5163028043	\$155.40	0.01%	5173015016	\$1,678.70	0.09%
5163028044	\$101.83	0.01%	5173016001	\$1,632.26	0.09%
5163028045	\$134.62	0.01%	5173016005	\$6,273.90	0.34%

5163028046	\$108.23	0.01%	5173016008	\$8,836.54	0.48%
5163028047	\$148.21	0.01%	5173017004	\$731.87	0.04%
5163028048	\$100.23	0.01%	5173017006	\$4,604.14	0.25%
5163028049	\$129.82	0.01%	5173017008	\$11,710.48	0.64%
5163028050	\$113.83	0.01%	5173018001	\$4,457.80	0.24%
			5173019006	\$12,920.34	0.70%
			5173019011	\$3,752.80	0.20%
			5173019802	\$265.01	0.01%
			5173020813	\$1,713.77	0.09%
			5173021905	\$3,958.79	0.22%
			5173021906	\$797.78	0.04%
			5173023903	\$9,442.84	0.52%
			Private Parcels	\$1,517,253.33	82.79%
			Publicly-Owned Parcels	\$315,444.67	17.21%
			Total All Parcels	\$1,832,698.00	100.00%

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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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 of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. 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, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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 federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. 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**;
- 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 **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, 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 the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. 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-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **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 effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, 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, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. 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 **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. 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-9(A) Termination for Convenience.
 8. The rights and remedies of **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.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **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 **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **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-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed 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), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. 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 or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **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 an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **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. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (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, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **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. This provision will survive expiration or termination of this Contract.

PSC-20. 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, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, 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 originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for 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 **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) 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-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. 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-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **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 **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

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. 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

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-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Arts District Los Angeles

Date: 11/03/2023

Agreement/Reference: Administration of the Arts District Los Angeles Business Improvement District

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

<input checked="" type="checkbox"/>	Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	

<input checked="" type="checkbox"/>	General Liability	\$2,000,000
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Sexual Misconduct	
<input type="checkbox"/>	Fire Legal Liability	
<input checked="" type="checkbox"/>	General Aggregate limit of \$2,000,000 / Per Occurrence \$1,000,000	

 Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) _____

 Professional Liability (Errors and Omissions) _____

Discovery Period _____

 Property Insurance (to cover replacement cost of building - as determined by insurance company) _____

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/> _____

 Pollution Liability _____

 Surety Bonds - Performance and Payment (Labor and Materials) Bonds _____

 Crime Insurance _____

Other: 1) Directors and Officers Liability Coverage is required, \$1,000,000 minimum per occurrence limit.
 2) In the absence of imposed automobile liability insurance requirements, all contractors using vehicles during the course of this contract must adhere to the financial / liability responsibility laws of the State of California.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wateridge Insurance Services 10717 Sorrento Valley Road San Diego CA 92121		CONTACT NAME: Aimee Paiva PHONE (A/C No, Ext): 858 500 7478 E-MAIL ADDRESS: APAIVA@wateridge.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		Nonprofits Insurance Alliance of California, Inc. NAIC # 0	
INSURED Arts District Los Angeles 1801 E 7th Street, Ste A Los Angeles CA 90021		INSURER A: Employers Preferred Insurance Company NAIC # 10346 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 CERTIFICATE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	202339905	05/12/2023	05/12/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	202339905	05/12/2023	05/12/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers	N	N	202339905DONPO	05/12/2023	05/12/2024	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Los Angeles and its Agencies, Boards and Depts. 200 North Main Street City Hall East - Rm 1240 Los Angeles CA 90012	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. AUTHORIZED REPRESENTATIVE Aimee Paiva
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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Waiver of Subrogation, CG 20.26. Additional Insured - Designated Person or Organization



CERTIFICATE OF LIABILITY INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

a oikr islCompr 9st eb9la t driloflSubio t eb9,ICwl10.16.Agg eb9t llr9suir gl-IDrsd 9t erglPriso9loiI&i t 9ct eb9

[Large empty area for description of operations, locations, and vehicles]

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LWO - DEPARTMENTAL GUIDANCE FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS

This form must be completed by the AWARDING DEPARTMENT and submitted to the Office of Contract Compliance (OCC) AFTER THE CONTRACT HAS BEEN EXECUTED. **INCOMPLETE SUBMISSIONS WILL BE RETURNED**. Please refer to the endnotes for more details.

This form is intended only as an initial determination by the Awarding Department on the applicability of the Living Wage Ordinance (LWO) to a contract. If a final LWO determination is needed, please contact the OCC.

AWARDING DEPARTMENT INFO		
Dept: <u>City Clerk</u>	Contract Administrator: <u>Julius Frank Garcia</u>	Phone #: <u>(213) 978-1073</u>

CONTRACTOR INFO		
Contractor Name: <u>Arts District Los Angeles</u>		
Contractor Address: <u>1801 E. 7th Street</u>		
City: <u>Los Angeles</u>	State: <u>CA</u>	Zip: <u>90021</u>

CONTRACT INFO		
Contract Name: <u>Arts District Los Angeles, Inc.</u>		Contract #: _____
Purpose: <u>Administration of the Arts District Los Angeles District Property and Business Improvement District</u>		
Contract Amount: <u>\$0 - N/A</u>	Start Date: <u>01/01/2024</u>	End Date: <u>12/31/2030</u>
Location of Service: <u>Los Angeles, CA</u>		

SECTION I: DETERMINING APPLICABILITY TO THE LWO

<p>1. Check off ONE box that best describes the contract.</p> <p><input checked="" type="checkbox"/> New Contract</p> <p><input type="checkbox"/> Contract Amendment # _____</p>	<p><u>INSTRUCTIONS</u></p> <p>If you checked off the New Contract box, SKIP TO Question 3.</p> <p>If you checked off the Contract Amendment box, CONTINUE TO Question 2a.</p>
<p>2a. Was the original contract subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2b. Was the original contract approved for an exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If you checked off YES to 2a OR 2b, THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGE 1 ONLY TO THE OCC.</p> <p>If you checked off NO to 2a AND 2b, CONTINUE TO Question 3.</p>
<p>3. Check off any box(es) from the list that describes the contract.</p> <p style="text-align: center; background-color: #cccccc;">TYPE A</p> <p><input checked="" type="checkbox"/> Service contract that is less than 3 months OR less than \$25,000.</p> <p><input type="checkbox"/> With another governmental entity.</p> <p><input type="checkbox"/> Purchase or rental of goods, equipment, property.</p> <p><input type="checkbox"/> With a utility company for work pursuant to an order of the Public Utilities Commission.</p> <p>Financial assistance is below <u>both</u> the LWO CFAR thresholds: <input type="checkbox"/> (a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) Is less than \$100,000 if on a continuing basis.</p>	<p>If you checked off one of the boxes under TYPE A¹, your contract is NOT SUBJECT to the LWO. THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGE 1 ONLY TO THE OCC.</p>
<p style="text-align: center; background-color: #cccccc;">TYPE B</p> <p><input type="checkbox"/> Service contract that is at least 3 months AND \$25,000 or more.</p>	<p>If you checked off the box under TYPE B, your contract MAY OR MAY NOT BE SUBJECT to the LWO. CONTINUE TO Question 4a.</p>

**CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the American with Disabilities Act 42 U.S.C. 1201 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parted entered into this transaction.

Contract NUMBER _____

Arts District Los Angeles, Inc.

CONTRACTOR/BORROWER/AGENCY

Tom Wulf, Board Chair

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE  

Signed with ClerkSign
Nov 22, 2023 9:04 AM

DATE 11/22/2023

City Clerk Revision

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Arts District Los Angeles, Inc. - 1801 E. 7th Street, Los Angeles CA 90021 - (213) 400-1239

Company Name, Address and Phone Number

Handwritten signature of Thomas Wulf



11/22/2023

Signature of Officer or Authorized Representative

Date

Thomas Wulf, Board Chair

Print Name and Title of Officer or Authorized Representative

Office of the City Clerk

Awarding City Department

Contract Number

City of Los Angeles

Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance

1149 S. Broadway, Suite 300, Los Angeles, CA 90015

Phone: (213) 847-2625 E-mail: bca.ecoe@lacity.org

EXHIBIT 6**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

RAMP Id: 70494 EIN/TIN: 46-3236161
 Company Name: Arts District Los Angeles, Inc.
 Company Address: 1801 E. 7th Street
 City: Los Angeles State: CA Zip: 90021
 Contact Person: Miguel Vargas Phone: 213-326-0907 E-mail: miguel@artsdistrictla.org
 Approximate Number of Employees in the United States: 1
 Approximate Number of Employees in the City of Los Angeles: 1

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

1. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
2. The Contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City and
3. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of 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."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)
- Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution. As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below. During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Miguel Vargas, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Miguel

First name

Vargas

Last name

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

RAMP-EBO/FSHO (02/2017)

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on RAMP (www.rampla.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

1. I, Miguel Vargas am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

<u>70494</u>		<u>46-3236161</u>	
RAMP Id		EIN/TIN	
<u>Arts District Los Angeles, Inc.</u>			
Company Name			
<u>1801 E. 7th Street</u>	<u>Los Angeles</u>	<u>CA</u>	<u>90021</u>
Street Address	City	State	Zip
<u>213-326-0907</u>	<u>miguel@artsdistrictla.org</u>		
Phone	Email		

3. The company came into existence in 2014 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

- The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.
- The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

- The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
- The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Miguel Vargas, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Miguel Vargas

Signature

11/1/2023, 2:55 PM

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the

state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

RAMP-DO (12/2019)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Arts District Los Angeles	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ 501(c)(3)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1801 E. 7th Street	Requester's name and address (optional)
6 City, state, and ZIP code Los Angeles, CA 90021	
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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or													
Employer identification number													
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4	6	-	3	2	3	6	1	6	1				

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Arts District L.A. by Meryl Vay</i>	Date ▶ <i>4/21/21</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**BAVN VERIFICATION REQUEST /
CONTRACT INFORMATION SHEET**

Complete this form only for contract opportunities not advertised on BAVN. Fill out all fields and e-mail the completed form to bca.eeoe@lacity.org after verifying that the contractor has uploaded all required compliance documents to BAVN.

Awarding Department: City Clerk

Contact Name & Phone No: Julius Frank Garcia (213) 978-1073

.....
Contractor's Name: Arts District Los Angeles, Inc.

Contractor's BAVN Company ID No.: 70494

Contractor's Federal ID No. or EIN: 46-3236161

Contract Title or Description: Business improvement District Administration

Contract Amount: \$0 n/a

Contract Start Date: 01/01/2024 **End Date:** 12/31/2030

NOTE: If the FSHO Affidavit is not uploaded to BAVN, please check below:

FSHO not applicable: **FSHO-X Attached:**

Comments:

For administration of the Arts District Los Angeles District Property and
Business Improvement District 2024 - 2030.
