

LETTER OF AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
LOS ANGELES NEIGHBORHOOD INITIATIVE
SECOND SUPPLEMENTAL AGREEMENT

This Letter of Agreement, by and between the CITY OF LOS ANGELES (“CITY”), a municipal corporation acting by and through its Department of Neighborhood Empowerment (DONE), on behalf of the Olympic Park Neighborhood Council (“OPNC”), and Los Angeles Neighborhood Initiative (“CONTRACTOR”), a 501(c)(3) organization and existing under the laws of the State of California, is entered into with reference to the following:

WHEREAS, the OPNC is authorized by the Los Angeles Administrative Code sections 22.801(p) and 22.817 to make a grant of their public funds to a nonprofit corporation (excluding religious institutions) organized under 26 United States Code (U.S.C) section 501(c)(3) or to a public school for neighborhood purposes; and

WHEREAS, the CONTRACTOR is a 501(c)(3) non-profit organization founded in 1994 to serve as a liaison between communities and local government to plan and implement public improvement projects; and

WHEREAS, the CONTRACTOR has been hired by the Community Redevelopment Agency (CRA) to design and construct a median enhancement project along San Vicente Boulevard from Fairfax Avenue to Pico Boulevard, to include landscaping; and

WHEREAS, the OPNC wishes to further enhance the median section between La Brea Avenue and Pico Boulevard, which is within the boundaries of the OPNC, with additional plantings and landscaping; and

WHEREAS, the full enhancements will create a vibrant and attractive area and can facilitate increased safety and improved health by encouraging community members to use the medians, which are currently overgrown with weeds and other unattractive landscape elements; and

WHEREAS, the proposed design and landscape elements have been discussed and are supported by community stakeholders; and

WHEREAS, at the February 7, 2011 and December 5, 2011 OPNC meetings, the Governing Board found that the funds expended under this grant will serve a public purpose by providing green space to improve and beautify the neighborhood; and

WHEREAS, at the February 7, 2011 and December 5, 2011 OPNC meetings the Governing Board by Motion approved the grant of their public funds in the sum of \$30,000 to the Los Angeles Neighborhood Initiative for median enhancements along San Vicente Boulevard between La Brea Avenue and Pico Boulevard; and

WHEREAS, the CONTRACTOR warrants and represents that funds provided by the OPNC pursuant to this Agreement have been disbursed to CONTRACTOR on October 12, 2012 by City Check Number 300313673 in the amount of \$30,000.

WHEREAS, the OPNC and the Contractor request to extend the time needed to complete this project from December 31, 2013 to December 31, 2014.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The CONTRACTOR will work with the CITY, through the DONE and the OPNC to purchase the needed items and provide the services as listed in Exhibit A.
2. The goals and objectives of said funding are to install additional landscaping as determined in community stakeholders meetings, to create a vibrant and inviting environment to benefit the community at-large.

The CONTRACTOR will:

- Work with the OPNC to determine the items and services needed to construct/install the enhancements on the median.
- Work with the OPNC to provide adequate signage at the site the contribution made by the OPNC.
- Ensure that the grant funds are expended along the approved stretch as stated above.
- Obtain all necessary permits and maintain liability insurance in compliance with the City of Los Angeles and the State of California.

3. Financial Considerations

The financial arrangements for the CONTRACTOR are as follows:

- The CONTRACTOR and the OPNC will cooperate in preparing a budget for the needed items.
- The CONTRACTOR will provide the OPC with a summary report indicating all equipment and supplies purchased and amounts at the time all accounts are final and settled.
- The OPNC has appropriated financial support in the amount of \$30,000 to Contractor on October 12, 2012 via City Check Number 300313673.

A final settlement of accounts between the CONTRACTOR and the OPNC will take place within 180 days after the purchase of items as listed in Exhibit A, but no later than June 30, 2015. However, due to continuing complications with permitting issues, the OPNC and the Contractor are requesting to change the completion date from December 31, 2013 to December 31, 2014. The CONTRACTOR shall keep accurate financial books and records relating to the equipment purchased, and, if requested, will make them available for inspection by the CITY.

4. Representatives of the Parties and Service of Notice

A. The representatives of the respective parties who are authorized to administer this Memorandum of Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City shall be, unless otherwise stated in the Agreement:

Grayce Liu, General Manager
Department of Neighborhood Empowerment
City of Los Angeles
200 N. Spring Street, Room 2005
Los Angeles, CA 90012

With copies to:

John Jake, President
Olympic Park Neighborhood Council
P.O. Box 19348
Los Angeles, CA 90019

Pamela Whittenbury, Treasurer
Olympic Park Neighborhood Council
P.O. Box 19348
Los Angeles, CA 90019

2. The representative of the Center shall be:

Norma E. Fernandez, Program Manager
Los Angeles Neighborhood Initiative
800 S. Figueroa Street, Suite 970
Los Angeles, CA 90017

B. Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section 4, within five (5) working days of such change.

5. Miscellaneous Provisions

A. Binding Agreement. This Memorandum of Understanding will become a binding agreement effective on the date the last duly authorize representative signs the agreement. It will supersede all prior discussions and agreements concerning the purchase of the items as listed in Exhibit A, and will be modified (if at all) only in a written document signed by both

the CONTRACTOR and the CITY. Purchases will be completed by October 31, 2012.

- B. Amendments and Termination of Agreement: Any change in the terms of this Memorandum of Understanding shall be by a written amendment properly executed and signed by authorized parties. This Agreement may be terminated by either party upon giving thirty (30) calendar days advance written notice of intent to terminate. In the event of such termination, the CONTRACTOR shall be reimbursed for any DONE approved expenditures up to and including the date of termination of the Agreement.
- C. The CONTRACTOR is not as an agent or employee of the CITY. The CONTRACTOR shall not represent or otherwise hold itself or any of its directors, officers, partners, associates, employees or agents to be an agent or employee of the CITY.
- D. Neither party will be responsible for any losses resulting if the fulfillment of any terms is delayed or prevented by civil disorders, wars, acts of terrorism, strikes, acts of God, or by any other cause which is beyond the control of the party whose performance is hindered, and which that party could not have prevented through the exercise of reasonable diligence. In the event that any such occurrence may make it inadvisable, unsafe, illegal, or impossible to perform under this agreement, then either party may terminate the agreement without penalty, obligation or liability of any type by providing written notice to the other party. Such right of termination shall not be unreasonably exercised.
- E. Publicity/Public Relations. The CONTRACTOR and the CITY will coordinate closely on all project-related publicity and public relations materials prepared by either of them, and all those materials will be prepared and distributed in a manner agreed upon by both parties.
- F. Retention of Records, Audit and Reports. The CONTRACTOR shall retain all records, including records of financial transactions pertaining to the performance of this contract, in their original form in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder of the expiration date of this contract, whichever occurs last. Said records shall be subject to examination and audit by CITY personnel or by the CITY's representative at any time during the term of this contract or within the three years following final payment made by the CITY hereunder or the expiration date of this contract, whichever occurs last. The CONTRACTOR shall provide any reports requested by the CITY regarding performance of this contract. Any subcontract entered into by the CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this contract.
- G. False Claims Act. The CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY

under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, cost of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

6. Separation of Church and State

The CONTRACTOR agrees that it will not use funds provided through this Contract for any religious or sectarian purposes. The CONTRACTOR further agrees that it will not perform or permit the performance of religious activities in connection with this Contract.

7. Political Activity and Lobbying Prohibited

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

8. Non-Discrimination

The CONTRACTOR agrees that it will not discriminate against any person applying for services or goods provided under this Contract or in its employment practices against any employee or applicant for employment because of such person's race, religion, natural origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The terms of PSC-27 Non-Discrimination attached hereto in Exhibit B are incorporated herein by this reference.

9. Incorporation of City's Standard Provisions for City Contracts

The City's Standard Provisions for City Contracts (Rev. 3/09) are incorporated herein by reference. A copy of said Provisions is attached hereto as Exhibit B and made a part hereof. CONTRACTOR agrees to fully comply with all requirements of this document.

In the event of any inconsistency between the provisions of this Agreement and the attachments hereto, the inconsistency shall be resolved by giving precedence to the documents in the following order:

- A. Paragraphs set forth in the body of the Letter Agreement.
- B. Standard Provisions for City Contracts (Rev. 3/09).

10. Entire Agreement

This Agreement contains all of the covenants, representations, and understandings of the parties hereto and supersedes any previous understandings, proposals, commitments or agreements, whether verbal or written. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms of this Agreement

This Agreement is executed in three (3) duplicate originals each of which is deemed to be an original. This agreement includes six pages (6) pages and two (2) Exhibits which constitute the full and complete understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LOS ANGELES

By: _____
GRAYCE LIU, General Manager
Department of Neighborhood Empowerment

Date: _____

By: _____
John Jake, President
Olympic Park Neighborhood Council

Date: _____

LOS ANGELES NEIGHBORHOOD INITIATIVE

By: _____
VERONICA HAHNI
Executive Director

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, CITY ATTORNEY

Attest:

HOLLY L. WOLCOTT,
Interim City Clerk

By: _____
CARMEN D. HAWKINS
Deputy City Attorney

By: _____
City Clerk

Date: _____

Date: _____

City Business License Number: 0000154068

Internal Revenue Service ID Number: 95-4481955

City Contract Number: _____