

SECOND AMENDMENT TO AGREEMENT C-136588

BETWEEN THE CITY OF LOS ANGELES AND CENTRAL CITY ACTION COMMITTEE TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF CENTRAL AND EAST LOS ANGELES.

THIS SECOND AMENDMENT TO THE AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "CITY") and, Central City Action Committee, a community based California non-profit 501(c)(3) organization (hereinafter called "CONTRACTOR"), with reference to the following facts:

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees, and

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 4, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

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WHEREAS, the services to be rendered are of a professional and expert nature of temporary character, and

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

ARTICLE I. INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Central City Action Committee, a California non-profit 501(c) (3) corporation, having its principle office at 534 N East Edgeware Road, Los Angeles, CA 90026

§102 Representatives of the Parties and Service of Notices

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

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

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

Maryanne Hayashi, Executive Director
534 N. East Edgeware Road
Los Angeles, CA 90026

- B. Formal notices, demands, and communications to be given 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 accord with this section, within five (5) working days of said change.

§103 Independent Contractor

No changes to existing agreement.

SECOND AMENDMENT TO AGREEMENT C-136588

ARTICLE II. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

This Second Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

§202 Services to be provided by the Contractor

No changes to existing agreement.

§203 Quality Control Standards

No changes to existing agreement.

§204 Safety Standards

No changes to existing agreement.

§205 Services to be provided by Office of Community Beautification

No changes to existing agreement.

§206 Issuance of Notice to Proceed

No changes to existing agreement.

ARTICLE III. PAYMENT

§301 Compensation and Method of Payment

No changes to existing agreement.

§302 Advance Payment

No changes to existing agreement.

§303 Modification

No changes to existing agreement.

§304. Allowable and Unallowable Costs

No changes to existing agreement.

§305 Withheld Payments

No changes to existing agreement.

§306 Reversion of Assets

No changes to existing agreement.

SECOND AMENDMENT TO AGREEMENT C-136588

ARTICLE IV. STANDARD PROVISIONS

This Second Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS

§501 Defaults

No changes to existing agreement.

§502 Suspension

No changes to existing agreement.

§503 Termination

No changes to existing agreement.

§504 Notices of Suspension or Termination

No changes to existing agreement.

§505 Amendments

No changes to existing agreement.

ARTICLE VI. ENTIRE AGREEMENT

§601 Complete Agreement

- A. This Second Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Second Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§602 Number of Pages and Attachments

A. This Second Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Second Amendment to the Agreement includes five (5) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

**SECOND AMENDMENT TO AGREEMENT
C-136588**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

CENTRAL CITY ACTION COMMITTEE
A California non-profit agency

By: _____
AURA GARCIA, President
Board of Public Works

By: _____
MARYANNE HAYASHI, Executive Director

Date: _____

Date: _____

Approved as to form:
HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Contractors Los Angeles Business Tax Registration Certificate Number: 000061-021000-018

Contractors Internal Revenue Service Identification Number: 23-7363312

Contract Number: C-136588-2

THIRD AMENDMENT TO AGREEMENT C-136650

BETWEEN THE CITY OF LOS ANGELES AND COALITION FOR RESPONSIBLE COMMUNITY DEVELOPMENT TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF SOUTH LOS ANGELES; AND TO PROVIDE PUBLIC RIGHT-OF-WAY CLEANUP AND COMMUNITY BEAUTIFICATION SERVICES.

THIS THIRD AMENDMENT TO THE AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "CITY") and, Coalition For Responsible Community Development, a community based California non-profit 501(c)(3) organization (hereinafter called "CONTRACTOR"), with reference to the following facts:

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees, and

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on February 4, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a first amendment to the agreement, and

WHEREAS, on April 19, 2022 the Community Investment For Families Department approved the Project Expenditure Plan for the CleanLA program as part of the CDBG Program Year 47, and

THIRD AMENDMENT TO AGREEMENT

C-136650

WHEREAS, May 2, 2022 the Mayor's Office signed off on the ceiling increase to the contract, per Executive Directive No. 3, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a second amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character, and

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

ARTICLE I.

INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Coalition For Responsible Community Development, a California non-profit 501(c) (3) corporation, having its principle office at 3101 Grand Ave., Los Angeles, CA 90007

§102 Representatives of the Parties and Service of Notices

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

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

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

Mark Wilson, Executive Director
Coalition for Responsible Community Development
3101 South Grand Ave
Los Angeles, CA 90007

- B. Formal notices, demands, and communications to be given 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.

THIRD AMENDMENT TO AGREEMENT C-136650

- 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 accord with this section, within five (5) working days of said change.

§103 Independent Contractor

No changes to existing agreement.

ARTICLE II. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

This Third Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

§202 Services to be provided by the Contractor

No changes to existing agreement.

§203 Quality Control Standards

No changes to existing agreement.

§204 Safety Standards

No changes to existing agreement.

§205 Services to be provided by Office of Community Beautification

No changes to existing agreement.

§206 Issuance of Notice to Proceed

No changes to existing agreement.

ARTICLE III. PAYMENT

§301 Compensation and Method of Payment

No changes to existing agreement.

§302 Advance Payment

No changes to existing agreement.

§303 Modification

No changes to existing agreement.

§304. Allowable and Unallowable Costs

No changes to existing agreement.

THIRD AMENDMENT TO AGREEMENT C-136650

§305 *Withheld Payments*

No changes to existing agreement.

§306 *Reversion of Assets*

No changes to existing agreement.

ARTICLE IV. STANDARD PROVISIONS

§401 *Construction of Provisions and Titles Herein*

No changes to existing agreement.

§402 *Applicable Law, Interpretation and Enforcement*

No changes to existing agreement.

§403 *Integrated Agreement*

No changes to existing agreement.

§404 *Excusable Delays*

No changes to existing agreement.

§405 *Breach*

No changes to existing agreement.

§406 *Prohibition Against Assignment or Delegation*

No changes to existing agreement.

§407 *Permits*

No changes to existing agreement.

§408 *Nondiscrimination and Affirmative Action*

No changes to existing agreement.

§409 *Claims for Labor and Materials*

No changes to existing agreement.

§410 *Los Angeles City Business Tax Registration Certificate*

No changes to existing agreement.

§411 *Indemnification*

No changes to existing agreement.

§412 *Insurance*

No changes to existing agreement.

§413 *Conflict of Interest*

No changes to existing agreement.

§414 *Compliance with State and Federal Statutes and Regulations*

No changes to existing agreement.

THIRD AMENDMENT TO AGREEMENT C-136650

§415 *Federal, State and Local Taxes*

No changes to existing agreement.

§416 *Living Wage Ordinance and Service Contractor Worker Retention Ordinance.*

No changes to existing agreement.

§417 *Earned Income Tax Credit*

No changes to existing agreement.

§418 *Equal Benefits Ordinance*

No changes to existing agreement.

§419 *Contractor Responsibility Ordinance*

No changes to existing agreement.

§420 *Slavery Disclosure Ordinance*

No changes to existing agreement.

§421 *Child support Assignment Orders*

No changes to existing agreement.

§422 *Security Clearance of Staff and Volunteers*

No changes to existing agreement.

§423. *Prevailing Wages – California Labor Code Compliance*

No changes to existing agreement.

§424. *Prevailing Wages – California Labor Code Compliance*

No changes to existing agreement.

§425. *COVID-19*

No changes to existing agreement.

ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS

§501 *Defaults*

No changes to existing agreement.

§502 *Suspension*

No changes to existing agreement.

§503 *Termination*

No changes to existing agreement.

§504 *Notices of Suspension or Termination*

No changes to existing agreement.

§505 *Amendments*

No changes to existing agreement.

THIRD AMENDMENT TO AGREEMENT C-136650

ARTICLE VI. ENTIRE AGREEMENT

§601 *Complete Agreement*

- A. This Third Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Third Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§602 *Number of Pages and Attachments*

- A. This Third Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Third Amendment to the Agreement includes eight (8) pages which constitutes the entire understanding and agreement of the parties.

ARTICLE VII CDBG PROVISIONS

§701 *Conditions Precedent to the Execution*

No changes to existing agreement.

§702 *Identification of Project Eligibility/National Objectives:*

No changes to existing agreement.

§703 *Reporting Requirements*

No changes to existing agreement.

§704 *Maintenance of Records*

No changes to existing agreement.

§705 *Customer/Applicant Files*

No changes to existing agreement.

§706 *Equipment Records*

No changes to existing agreement.

§707 *Purchase or Lease of Equipment or Facilities*

No changes to existing agreement.

§708 *Accounting Practices*

No changes to existing agreement.

§709 *Documentation of Expenditures*

No changes to existing agreement.

§710 *Audits and Inspections*

No changes to existing agreement.

THIRD AMENDMENT TO AGREEMENT C-136650

- §711 Confidentiality of Information**
No changes to existing agreement.
- §712 Security Clearance and Tuberculosis Test of Staff and Volunteers**
No changes to existing agreement.
- §713 Restriction on Disclosures**
No changes to existing agreement.
- §714 Management Information System Records and Reports**
No changes to existing agreement.
- §715 installation of Financial Assistance Sign**
No changes to existing agreement.
- §716 Press Releases--Public Information**
No changes to existing agreement.
- §717 Notice to City of Labor Disputes**
No changes to existing agreement.
- §718 Listing of Contractor's Employment Opportunities with EDD**
No changes to existing agreement.
- §719 Technical Assistance**
No changes to existing agreement.
- §720 Prohibition of legal proceedings**
No changes to existing agreement.
- §721 Administrative Hearing for Denial of Client Benefits by Contractor – IF APPLICABLE**
No changes to existing agreement.
- §722 Faith-Based Activities**
No changes to existing agreement.
- §723 CHILD ABUSE**
No changes to existing agreement.

**THIRD AMENDMENT TO AGREEMENT
C-136650**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

COALITION FOR RESPONSIBLE
COMMUNITY DEVELOPMENT
A California non-profit agency

By: _____
AURA GARCIA, President
Board of Public Works

By: _____
MARK WILSON, Executive Director

Date: _____

Date: _____

Approved as to form:
HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Contractors Los Angeles Business Tax Registration Certificate Number: 0002161372-0001-8

Contractors Internal Revenue Service Identification Number: 20-2445113

Contract Number: C-136650-3

FOURTH AMENDMENT TO AGREEMENT C-136595

BETWEEN THE CITY OF LOS ANGELES AND GANG ALTERNATIVES PROGRAM TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF HARBOR AREA, SOUTH LOS ANGELES, EAST LOS ANGELES, DOWNTOWN AND TO PROVIDE VARIOUS COMMUNITY BEAUTIFICATION SERVICES AS FUNDED.

THIS FOURTH AMENDMENT TO THE AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "CITY") and, Gang Alternatives Program, a community based California non-profit 501(c)(3) organization (hereinafter called "CONTRACTOR"), with reference to the following facts:

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees, and

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 4, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on May 26, 2021 the Board of Public Works authorized the Office of Community Beautification to execute a First Amendment to the Agreement, to allow the Bureau of Street Services and Bureau of Sanitation to piggyback on the contract, and

WHEREAS, on February 4, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a second amendment to the agreement, and

FOURTH AMENDMENT TO AGREEMENT C-136595

WHEREAS, on April 19, 2022 the Community Investment For Families Department approved the Project Expenditure Plan for the CleanLA program as part of the CDBG Program Year 47, and

WHEREAS, May 2, 2022 the Mayor's Office signed off on the ceiling increase to the contract, per Executive Directive No. 3, and

WHEREAS, on July 29, 2022 the Los Angeles City Council (CF 21-1392) approved the transfer of funds and increase to the ceiling amount of this contract, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a third amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character, and

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

ARTICLE I. INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Gang Alternatives Program, a California non-profit 501(c) (3) corporation, having its principal office at 309 W Opp Street, Wilmington, CA 90744

§102 Representatives of the Parties and Service of Notices

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

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

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

SueAnn Ballat, Executive Director
Gang Alternatives Program

FOURTH AMENDMENT TO AGREEMENT C-136595

309 West Opp Street
Wilmington, CA 90744

- B. Formal notices, demands, and communications to be given 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 accord with this section, within five (5) working days of said change.

§103 Independent Contractor

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

ARTICLE II. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

This Fourth Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

§202 Services to be provided by the Contractor

No changes to existing agreement.

§203 Quality Control Standards

No changes to existing agreement.

§204 Safety Standards

No changes to existing agreement.

§205 Services to be provided by Office of Community Beautification

No changes to existing agreement.

§206 Issuance of Notice to Proceed

No changes to existing agreement.

FOURTH AMENDMENT TO AGREEMENT C-136595

ARTICLE III. PAYMENT

§301 *Compensation and Method of Payment*

No changes to existing agreement.

§302 *Advance Payment*

No changes to existing agreement.

§303 *Modification*

No changes to existing agreement.

§304. *Allowable and Unallowable Costs*

No changes to existing agreement.

§305 *Withheld Payments*

No changes to existing agreement.

§306 *Reversion of Assets*

No changes to existing agreement.

ARTICLE IV. STANDARD PROVISIONS

This Third Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS

§501 *Defaults*

No changes to existing agreement.

§502 *Suspension*

No changes to existing agreement.

§503 *Termination*

No changes to existing agreement.

§504 *Notices of Suspension or Termination*

No changes to existing agreement.

§505 *Amendments*

No changes to existing agreement.

ARTICLE VI. ENTIRE AGREEMENT

§601 *Complete Agreement*

- A. This Fourth Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or

FOURTH AMENDMENT TO AGREEMENT C-136595

employee of either party shall affect or modify any of the terms and conditions of this Agreement.

- B. This Fourth Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§602 Number of Pages and Attachments

- A. This Fourth Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Fourth Amendment to the Agreement includes seven (7) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

ARTICLE VII CDBG PROVISIONS

§701 Conditions Precedent to the Execution

No changes to existing agreement.

§702 Identification of Project Eligibility/National Objectives:

No changes to existing agreement.

§703 Reporting Requirements

No changes to existing agreement.

§704 Maintenance of Records

No changes to existing agreement.

§705 Customer/Applicant Files

No changes to existing agreement.

§706 Equipment Records

No changes to existing agreement.

§707 Purchase or Lease of Equipment or Facilities

No changes to existing agreement.

§708 Accounting Practices

No changes to existing agreement.

§709 Documentation of Expenditures

No changes to existing agreement.

§710 Audits and Inspections

No changes to existing agreement.

§711 Confidentiality of Information

No changes to existing agreement.

FOURTH AMENDMENT TO AGREEMENT C-136595

- §712 Security Clearance and Tuberculosis Test of Staff and Volunteers**
No changes to existing agreement.
- §713 Restriction on Disclosures**
No changes to existing agreement.
- §714 MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS**
No changes to existing agreement.
- §715 INSTALLATION OF FINANCIAL ASSISTANCE SIGN**
No changes to existing agreement.
- §716 PRESS RELEASES--PUBLIC INFORMATION**
No changes to existing agreement.
- §717 NOTICE TO CITY OF LABOR DISPUTES**
No changes to existing agreement.
- §718 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD**
No changes to existing agreement.
- §719 TECHNICAL ASSISTANCE**
No changes to existing agreement.
- §720 PROHIBITION OF LEGAL PROCEEDINGS**
No changes to existing agreement.
- §721 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE**
No changes to existing agreement.
- §722 FAITH-BASED ACTIVITIES**
No changes to existing agreement.
- §723 CHILD ABUSE**
No changes to existing agreement.

**FOURTH AMENDMENT TO AGREEMENT
C-136595**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

Gang Alternatives Program
A California non-profit agency

By: _____
AURA GARCIA, President
Board of Public Works

By: _____
SueAnn Ballat,
Executive Director

Date: _____

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Contractors Los Angeles Business Tax Registration Certificate Number: 709311-90

Contractors Internal Revenue Service Identification Number: 33-0322451

Contract Number: C-136595-4

THIRD AMENDMENT TO AGREEMENT CO136655

BETWEEN THE CITY OF LOS ANGELES AND HOLLYWOOD BEAUTIFICATION TEAM TO PROVIDE TREE PLANTING/MAINTENANCE SERVICES CITYWIDE.

THIS THIRD AMENDMENT TO AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "CITY") and, Hollywood Beautification Team, a community based California non-profit 501(c)(3) organization (hereinafter called "CONTRACTOR"), with reference to the following facts:

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees, and

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a second amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

THIRD AMENDMENT TO AGREEMENT CO136655

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character, and

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

ARTICLE I. INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as The Contractor, known as Hollywood Beautification Team, a California non-profit 501(c) (3) corporation, having its principle office at 1741 Cherokee Ave, Los Angeles, CA 90028.

§102 Representatives of the Parties and Service of Notices

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

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

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

Sharyn Romano, CEO/President
Hollywood Beautification Team
1741 N Cherokee Ave
Los Angeles, CA 90028

- B. Formal notices, demands, and communications to be given 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 accord with this section, within five (5) working days of said change.

§103 Independent Contractor

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this

THIRD AMENDMENT TO AGREEMENT CO136655

Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

ARTICLE II. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

This Third Amendment extends the time of performance by an additional one year and three months. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

§202 Services to be provided by the Contractor

No changes to existing agreement.

§203 Quality Control Standards

No changes to existing agreement.

§204 Safety Standards

No changes to existing agreement.

§205 Services to be provided by Office of Community Beautification

No changes to existing agreement.

§206 Issuance of Notice to Proceed

No changes to existing agreement.

ARTICLE III. PAYMENT

§301 Compensation and Method of Payment

No changes to existing agreement.

§302 Advance Payment

No changes to existing agreement.

§303 Modification

No changes to existing agreement.

§304. Allowable and Unallowable Costs

No changes to existing agreement.

§305 Withheld Payments

No changes to existing agreement.

§306 Reversion of Assets

THIRD AMENDMENT TO AGREEMENT CO136655

No changes to existing agreement.

ARTICLE IV. STANDARD PROVISIONS

This Third Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS

§501 Defaults

No changes to existing agreement.

§502 Suspension

No changes to existing agreement.

§503 Termination

No changes to existing agreement.

§504 Notices of Suspension or Termination

No changes to existing agreement.

§505 Amendments

No changes to existing agreement.

ARTICLE VI. ENTIRE AGREEMENT

§601 Complete Agreement

- A. This Third Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Third Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§602 Number of Pages and Attachments

- A. This Third Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Third Amendment to the Agreement includes five (5) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

**THIRD AMENDMENT TO AGREEMENT
CO136655**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

HOLLYWOOD BEAUTIFICATION TEAM
A California non-profit agency

By: _____
AURA GARCIA, President
Board of Public Works

By: _____
SHARYN ROMANO, CEO/President,

Date: _____

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Contractors Los Angeles Business Tax Registration Certificate Number: 87-490127

Contractors Internal Revenue Service Identification Number: 95-4358515

Contract Number: CO136655-3

FIFTH AMENDMENT TO AGREEMENT C-136662

BETWEEN THE CITY OF LOS ANGELES AND LOS ANGELES CONSERVATION CORPS TO PROVIDE COMMUNITY BEAUTIFICATION SERVICES IN THE CITY OF LOS ANGELES.

THIS FIFTH AMENDMENT TO THE AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "CITY") and, Los Angeles Conservation Corps, a community based California non-profit 501(c)(3) organization (hereinafter called "CONTRACTOR"), with reference to the following facts:

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees, and

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on July 23, 2021 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to increase the ceiling amount, and

WHEREAS, on March 16, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a Second Amendment to the Agreement to allow the Bureau of Street Services to piggyback on the contract, and

FIFTH AMENDMENT TO AGREEMENT C-136662

WHEREAS, on September 9, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a third amendment to the contract to increase the ceiling amount, and

WHEREAS, on September 27, 2022 the CAO and Mayors Office authorized an increase to the contract up to \$24,000,000, and

WHEREAS, on February 24, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a Fourth Amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character, and

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

ARTICLE I. INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as the Los Angeles Conservation Corps, a California non-profit 501(c) (3) corporation, having its principle office at 1400 N Spring Street, Los Angeles, CA 90012.

§102 Representatives of the Parties and Service of Notices

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

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

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

Wendy Butts, Chief Executive Officer
Los Angeles Conservation Corps
1400 N Spring Street
Los Angeles, CA 90012

FIFTH AMENDMENT TO AGREEMENT C-136662

- B. Formal notices, demands, and communications to be given 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 accord with this section, within five (5) working days of said change.

§103 Independent Contractor

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

ARTICLE II. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

This Fifth Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

§202 Services to be provided by the Contractor

No change to existing agreement.

§203 Quality Control Standards

No changes to existing agreement.

§204 Safety Standards

No change to existing agreement.

§205 Services to be provided by Office of Community Beautification

No change to existing agreement.

§206 Issuance of Notice to Proceed

No change to existing agreement.

ARTICLE III.

FIFTH AMENDMENT TO AGREEMENT C-136662

PAYMENT

§301 *Compensation and Method of Payment*

No changes to existing agreement.

§302 *Advance Payment*

No changes to existing agreement.

§303 *Modification*

No changes to existing agreement.

§304. *Allowable and Unallowable Costs*

No changes to existing agreement.

§305 *Withheld Payments*

No changes to existing agreement.

§306 *Reversion of Assets*

No changes to existing agreement.

ARTICLE IV. STANDARD PROVISIONS

This Fifth Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS

§501 *Defaults*

No changes to existing agreement.

§502 *Suspension*

No changes to existing agreement.

§503 *Termination*

No changes to existing agreement.

§504 *Notices of Suspension or Termination*

No changes to existing agreement.

§505 *Amendments*

No changes to existing agreement.

ARTICLE VI. ENTIRE AGREEMENT

§601 *Complete Agreement*

- A. This Fifth Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or

FIFTH AMENDMENT TO AGREEMENT C-136662

employee of either party shall affect or modify any of the terms and conditions of this Agreement.

- B. This Fifth Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§602 Number of Pages and Attachments

This Fifth Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Fifth Amendment to the Agreement includes six (6) pages which constitutes the entire understanding and agreement of the parties.

**FIFTH AMENDMENT TO AGREEMENT
C-136662**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

LOS ANGELES CONSERVATION CORPS
A California non-profit agency

By: _____
AURA GARCIA, President
Board of Public Works

By: _____
WENDY BUTTS, Chief Executive
Officer

Date: _____

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Tax Registration Certificate Number: 615021-66

Internal Revenue Service ID Number: 95-4002138

Contract Number: C-136662-5

SECOND AMENDMENT TO AGREEMENT C-136804

BETWEEN THE CITY OF LOS ANGELES AND NEW DIRECTIONS FOR YOUTH TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF THE NORTHEAST SAN FERNANDO VALLEY AND NORTHEAST LOS ANGELES.

THIS SECOND AMENDMENT TO THE AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "CITY") and, New Directions For Youth, a community based California non-profit 501(c)(3) organization (hereinafter called "CONTRACTOR"), with reference to the following facts:

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees, and

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a first amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

SECOND AMENDMENT TO AGREEMENT C-136804

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character, and

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

ARTICLE I. INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as new Directions For Youth, a California non-profit 501(c) (3) corporation, having its principle office at 7315 Lankershim Blvd, Los Angeles, CA 91605.

§102 Representatives of the Parties and Service of Notices

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

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

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

Monica Austin-Jackson, Executive Director
New Directions For Youth, Inc.
7315 Lankershim Blvd
North Hollywood, CA 91605

- B. Formal notices, demands, and communications to be given 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 accord with this section, within five (5) working days of said change.

§103 Independent Contractor

A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this

SECOND AMENDMENT TO AGREEMENT C-136804

Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

ARTICLE II. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

This Second Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

§202 Services to be provided by the Contractor

No changes to existing agreement.

§203 Quality Control Standards

No changes to existing agreement.

§204 Safety Standards

No changes to existing agreement.

§205 Services to be provided by Office of Community Beautification

No changes to existing agreement.

§206 Issuance of Notice to Proceed

No changes to existing agreement.

ARTICLE III. PAYMENT

§301 Compensation and Method of Payment

No changes to existing agreement.

§302 Advance Payment

No changes to existing agreement

§303 Modification

No changes to existing agreement

§304. Allowable and Unallowable Costs

No changes to existing agreement

§305 Withheld Payments

No changes to existing agreement

§306 Reversion of Assets

No changes to existing agreement

SECOND AMENDMENT TO AGREEMENT C-136804

ARTICLE IV. STANDARD PROVISIONS

This Second Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS

§501 Defaults

No changes to existing agreement.

§502 Suspension

No changes to existing agreement.

§503 Termination

No changes to existing agreement.

§504 Notices of Suspension or Termination

No changes to existing agreement.

§505 Amendments

No changes to existing agreement.

ARTICLE VI. ENTIRE AGREEMENT

§601 Complete Agreement

- A. This Second Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Second Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§602 Number of Pages and Attachments

- A. This Second Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Second Amendment to the Agreement includes five (5) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

**SECOND AMENDMENT TO AGREEMENT
C-136804**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

NEW DIRECTIONS FOR YOUTH
A California non-profit agency

By: _____
AURA GARCIA, President
Board of Public Works

By: _____
MONICA AUSTIN-JACKSON,
Executive Director

Date: _____

Date: _____

Approved as to form:
HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Tax Registration Certificate Number: 111567-49

Internal Revenue Service ID Number: 95-2973008

Contract Number: C-136804-2

THIRD AMENDMENT TO AGREEMENT C-136631

BETWEEN THE CITY OF LOS ANGELES AND NORTHEAST GRAFFITI BUSTERS TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF THE NORTHEAST SAN FERNANDO VALLEY AND NORTHEAST LOS ANGELES.

THIS THIRD AMENDMENT TO THE AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "CITY") and, Northeast Graffiti Busters, a community based California non-profit 501(c)(3) organization (hereinafter called "CONTRACTOR"), with reference to the following facts:

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees, and

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on February 4, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a first amendment to the agreement, and

WHEREAS, on April 19, 2022 the Community Investment For Families Department approved the Project Expenditure Plan for the CleanLA program as part of the CDBG Program Year 47, and

WHEREAS, May 2, 2022 the Mayor's Office signed off on the ceiling increase to the contract, per Executive Directive No. 3, and

THIRD AMENDMENT TO AGREEMENT C-136631

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character, and

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

ARTICLE I. INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Northeast Graffiti Busters, a California non-profit 501(c) (3) corporation, having its principle office at 9808 Glenoaks Blvd, Los Angeles, CA 91352.

§102 Representatives of the Parties and Service of Notices

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

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

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

Rogelio Flores, Executive Director
Northeast Graffiti Busters
9808 Glenoaks Blvd.
Sun Valley, CA 91352

B. Formal notices, demands, and communications to be given 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.

THIRD AMENDMENT TO AGREEMENT C-136631

- 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 accord with this section, within five (5) working days of said change.

§103 *Independent Contractor*

No changes to existing agreement.

ARTICLE II. TERM AND SERVICES TO BE PROVIDED

§201 *Time of Performance*

This Third Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

§202 *Services to be provided by the Contractor*

No changes to existing agreement.

§203 *Quality Control Standards*

No changes to existing agreement.

§204 *Safety Standards*

No changes to existing agreement.

§205 *Services to be provided by Office of Community Beautification*

No changes to existing agreement.

§206 *Issuance of Notice to Proceed*

No changes to existing agreement.

ARTICLE III. PAYMENT

§301 *Compensation and Method of Payment*

No changes to existing agreement.

§302 *Advance Payment*

No changes to existing agreement.

§303 *Modification*

No changes to existing agreement.

§304. *Allowable and Unallowable Costs*

No changes to existing agreement.

THIRD AMENDMENT TO AGREEMENT C-136631

§305 *Withheld Payments*

No changes to existing agreement.

§306 *Reversion of Assets*

No changes to existing agreement.

ARTICLE IV. STANDARD PROVISIONS

This Third Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS

§501 *Defaults*

No changes to existing agreement.

§502 *Suspension*

No changes to existing agreement.

§503 *Termination*

No changes to existing agreement.

§504 *Notices of Suspension or Termination*

No changes to existing agreement.

§505 *Amendments*

No changes to existing agreement.

ARTICLE VI. ENTIRE AGREEMENT

§601 *Complete Agreement*

- A. This Third Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Third Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§602 *Number of Pages and Attachments*

- A. This Third Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Third Amendment to the Agreement includes seven (7) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

THIRD AMENDMENT TO AGREEMENT C-136631

ARTICLE VII CDBG PROVISIONS

- §701 *Conditions Precedent to the Execution***
No changes to existing agreement.
- §702 *Identification of Project Eligibility/National Objectives:***
No changes to existing agreement.
- §703 *Reporting Requirements***
No changes to existing agreement.
- §704 *Maintenance of Records***
No changes to existing agreement.
- §705 *Customer/Applicant Files***
No changes to existing agreement.
- §706 *Equipment Records***
No changes to existing agreement.
- §707 *Purchase or Lease of Equipment or Facilities***
No changes to existing agreement.
- §708 *Accounting Practices***
No changes to existing agreement.
- §709 *Documentation of Expenditures***
No changes to existing agreement.
- §710 *Audits and Inspections***
No changes to existing agreement.
- §711 *Confidentiality of Information***
No changes to existing agreement.
- §712 *Security Clearance and Tuberculosis Test of Staff and Volunteers***
No changes to existing agreement.
- §713 *Restriction on Disclosures***
No changes to existing agreement.
- §714 *MANAGEMENT INFORMATION SYSTEM RECORDS AND REPORTS***
No changes to existing agreement.
- §715 *INSTALLATION OF FINANCIAL ASSISTANCE SIGN***
No changes to existing agreement.

**THIRD AMENDMENT TO AGREEMENT
C-136631**

§716 PRESS RELEASES--PUBLIC INFORMATION

No changes to existing agreement.

§717 NOTICE TO CITY OF LABOR DISPUTES

No changes to existing agreement.

§718 LISTING OF CONTRACTOR'S EMPLOYMENT OPPORTUNITIES WITH EDD

No changes to existing agreement.

§719 TECHNICAL ASSISTANCE

No changes to existing agreement.

§720 PROHIBITION OF LEGAL PROCEEDINGS

No changes to existing agreement.

§721 ADMINISTRATIVE HEARING FOR DENIAL OF CLIENT BENEFITS BY CONTRACTOR – IF APPLICABLE

No changes to existing agreement.

§722 FAITH-BASED ACTIVITIES

No changes to existing agreement.

§723 CHILD ABUSE

No changes to existing agreement.

**THIRD AMENDMENT TO AGREEMENT
C-136631**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

Northeast Graffiti Busters
A California non-profit agency

By: _____
AURA GARCIA, President
Board of Public Works

By: _____
ROGELIO FLORES, Executive
Director

Date: _____

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate Number: 0002476541-0001-8

Internal Revenue Service ID Number: 91-2150852

Contract Number: C-136631-3

SECOND AMENDMENT TO AGREEMENT C-136626

BETWEEN THE CITY OF LOS ANGELES AND PACIFIC GRAFFITI SOLUTIONS TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF WEST LOS ANGELES AND TO PROVIDE PUBLIC RIGHT-OF-WAY CLEANUP AND OTHER COMMUNITY BEAUTIFICATION SERVICES AS FUNDED.

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "CITY") and, Pacific Graffiti Solutions, a community based California non-profit 501(c)(3) organization (hereinafter called "CONTRACTOR"), with reference to the following facts:

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees, and

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 11, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on February 4, 2022 the Board of Public Works authorized the Office of Community Beautification to execute a second amendment to the agreement, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

SECOND AMENDMENT TO AGREEMENT C-136626

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character, and

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

ARTICLE I. INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Pacific Graffiti Solutions, a California non-profit 501(c) (3) corporation, having its principle office at 3747 Robertson Blvd., Los Angeles, CA 90232.

§102 Representatives of the Parties and Service of Notices

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

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

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

Yvette Neal, CEO
Pacific Graffiti Solutions
3747 Robertson Blvd.
Los Angeles, CA 90232

- B. Formal notices, demands, and communications to be given 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 accord with this section, within five (5) working days of said change.

§103 Independent Contractor

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this

SECOND AMENDMENT TO AGREEMENT C-136626

Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

ARTICLE II. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

This Second Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

§202 Services to be provided by the Contractor

No changes to existing agreement.

§203 Quality Control Standards

No changes to existing agreement.

§204 Safety Standards

No changes to existing agreement.

§205 Services to be provided by Office of Community Beautification

No changes to existing agreement.

§206 Issuance of Notice to Proceed

No changes to existing agreement.

ARTICLE III. PAYMENT

§301 Compensation and Method of Payment

No changes to existing agreement.

§302 Advance Payment

No changes to existing agreement.

§303 Modification

No changes to existing agreement.

§304. Allowable and Unallowable Costs

No changes to existing agreement.

§305 Withheld Payments

No changes to existing agreement.

SECOND AMENDMENT TO AGREEMENT C-136626

§306 *Reversion of Assets*

No changes to existing agreement.

ARTICLE IV. STANDARD PROVISIONS

This Second Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS

§501 *Defaults*

No changes to existing agreement.

§502 *Suspension*

No changes to existing agreement.

§503 *Termination*

No changes to existing agreement.

§504 *Notices of Suspension or Termination*

No changes to existing agreement.

§505 *Amendments*

No changes to existing agreement.

ARTICLE VI. ENTIRE AGREEMENT

§601 *Complete Agreement*

- A. This Second Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Second Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§602 *Number of Pages and Attachments*

- A. This Second Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Second Amendment to the Agreement includes five (5) pages which constitutes the entire understanding and agreement of the parties.

**SECOND AMENDMENT TO AGREEMENT
C-136626**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

PACIFIC GRAFFITI SOLUTIONS
A California non-profit agency

By: _____
AURA GARCIA, President
Board of Public Works

By: _____
YVETTE NEAL, CEO

Date: _____

Date: _____

Approved as to form:

HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate Number: 0002406910-0001-1

Contractors Internal Revenue Service ID Number: 42-1583301

Contract Number: C-136626-2

FIRST AMENDMENT TO AGREEMENT C-136632

BETWEEN THE CITY OF LOS ANGELES AND SYLMAR GRAFFITI BUSTERS TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF THE EAST SAN FERNANDO VALLEY.

THIS FIRST AMENDMENT TO THE AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "CITY") and, Central City Action Committee, a community based California non-profit 501(c)(3) organization (hereinafter called "CONTRACTOR"), with reference to the following facts:

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees, and

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 4, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character, and

FIRST AMENDMENT TO AGREEMENT C-136632

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

ARTICLE I. INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as Sylmar Graffiti Busters, a California non-profit 501(c) (3) corporation, having its principle office at 12700 Gridley Avenue, Sylmar, CA 91342.

§102 Representatives of the Parties and Service of Notices

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

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

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

Tom Weissbarth, President
Sylmar Graffiti Busters
P.O. Box 921294
Sylmar, CA 91392

- B. Formal notices, demands, and communications to be given 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 accord with this section, within five (5) working days of said change.

§103 Independent Contractor

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

**FIRST AMENDMENT TO AGREEMENT
C-136632**

**ARTICLE II.
TERM AND SERVICES TO BE PROVIDED**

§201 Time of Performance

This First Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

§202 Services to be provided by the Contractor

No changes to existing agreement.

§203 Quality Control Standards

No changes to existing agreement.

§204 Safety Standards

No changes to existing agreement.

§205 Services to be provided by Office of Community Beautification

No changes to existing agreement.

§206 Issuance of Notice to Proceed

No changes to existing agreement.

**ARTICLE III.
PAYMENT**

§301 Compensation and Method of Payment

No changes to existing agreement.

§302 Advance Payment

No changes to existing agreement.

§303 Modification

No changes to existing agreement.

§304. Allowable and Unallowable Costs

No changes to existing agreement.

§305 Withheld Payments

No changes to existing agreement.

§306 Reversion of Assets

No changes to existing agreement.

FIRST AMENDMENT TO AGREEMENT C-136632

ARTICLE IV. STANDARD PROVISIONS

This First Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A are incorporated herein by this reference.

ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS

§501 Defaults

No changes to existing agreement.

§502 Suspension

No changes to existing agreement.

§503 Termination

No changes to existing agreement.

§504 Notices of Suspension or Termination

No changes to existing agreement.

§505 Amendments

No changes to existing agreement.

ARTICLE VI. ENTIRE AGREEMENT

§601 Complete Agreement

- A. This First Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This First Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§602 Number of Pages and Attachments

- A. This First Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This First Amendment to the Agreement includes five (5) pages which constitutes the entire understanding and agreement of the parties.

**FIRST AMENDMENT TO AGREEMENT
C-136632**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

SYLMAR GRAFFITI BUSTERS
A California non-profit agency

By: _____
AURA GARCIA, President
Board of Public Works

By: _____
TOM WEISSBARTH, President

Date: _____

Date: _____

Approved as to form:
HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Contractors Los Angeles Business Tax Registration Certificate Number: 0000727473-0001-2

Contractors Internal Revenue Service Identification Number: 95-4224626

Contract Number: C-136632-1

SECOND AMENDMENT TO AGREEMENT C-136591

BETWEEN THE CITY OF LOS ANGELES AND WEST VALLEY ALLIANCE TO REMOVE GRAFFITI FROM PUBLIC AND PRIVATE PROPERTY IN PORTIONS OF EAST AND WEST SAN FERNANDO VALLEY AND PROVIDE PUBLIC RIGHT-OF-WAY CLEANUP SERVICES.

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "CITY") and, West Valley Alliance, a community based California non-profit 501(c)(3) organization (hereinafter called "CONTRACTOR"), with reference to the following facts:

RECITALS

WHEREAS, the Board of Public Works-Office of Community Beautification has been designated by the City to provide for the proper planning, coordination, direction, and management of the City's graffiti removal and community beautification activities, and

WHEREAS, the Board of Public Works-Office of Community Beautification cooperates with private organizations and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility, and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees, and

WHEREAS, one of the goals of the Office of Community Beautification is to remove graffiti within 24 to 48 hours, 7 days a week within a designated geographic area, and

WHEREAS, CONTRACTOR has the necessary equipment and staff to provide the required services and is available and willing to perform services required by CITY, and

WHEREAS, CITY and CONTRACTOR wish to enter into an Agreement pursuant to which CONTRACTOR shall perform the work and furnish deliverables as described herein for consideration and upon the terms and conditions hereinafter provided, and

WHEREAS, on March 24, 2020 the Board of Public Works authorized the Office of Community Beautification to release a Request For Proposal for graffiti removal services beginning July 1, 2020, and

WHEREAS, on August 4, 2020 the Board of Public Works authorized the Office of Community Beautification to execute graffiti removal contracts with various respondents to the Request For Proposal, and

WHEREAS, on March 15, 2023 the Board of Public Works authorized the Office of Community Beautification to execute a second amendment to the contract to increase the ceiling amount, and

WHEREAS, on May 3, 2023 the Board of Public Works authorized the Office of Community Beautification to execute an amendment to the contract to extend the term of the contract for an additional two years, and

SECOND AMENDMENT TO AGREEMENT C-136591

WHEREAS, the services to be rendered are of a professional and expert nature of temporary character, and

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

ARTICLE I. INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principle office at 200 North Spring Street, Los Angeles, California 90012.
2. The Contractor, known as West Valley Alliance, a California non-profit 501(c) (3) corporation, having its principle office at 17436-E Chatsworth Street, Granada Hills, CA 91344.

§102 Representatives of the Parties and Service of Notices

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

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

Paul Racs, Director
Office of Community Beautification
200 North Spring Street #356
Los Angeles, CA 90012

The representative of the Contractor shall be:

Daniel Ruiz, CEO/President
West Valley Alliance
17436-E Chatsworth St.
Granada Hills, CA 91344
P.O. Box 34146
Granada Hills, CA 91394

- B. Formal notices, demands, and communications to be given 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 accord with this section, within five (5) working days of said change.

§103 Independent Contractor

- A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an

SECOND AMENDMENT TO AGREEMENT C-136591

employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

ARTICLE II. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

This Second Amendment extends the time of performance by an additional two years. Therefore, Article II TERM AND SERVICES TO BE PROVIDED, Subsection 201 TIME OF PERFORMANCE, is hereby amended to state:

The term of this Agreement is to commence from the date of execution through June 30, 2025. At the CITY's request and because of the need therefore, CONTRACTOR began performance of the services required hereunder on July 1, 2020. The CITY hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

§202 Services to be provided by the Contractor

No changes to existing agreement.

§203 Quality Control Standards

No changes to existing agreement.

§204 Safety Standards

No changes to existing agreement.

§205 Services to be provided by Office of Community Beautification

No changes to existing agreement.

§206 Issuance of Notice to Proceed

No changes to existing agreement.

ARTICLE III. PAYMENT

§301 Compensation and Method of Payment

No changes to existing agreement.

§302 Advance Payment

No changes to existing agreement.

§303 Modification

No changes to existing agreement.

§304. Allowable and Unallowable Costs

No changes to existing agreement.

§305 Withheld Payments

No changes to existing agreement.

SECOND AMENDMENT TO AGREEMENT C-136591

§306 *Reversion of Assets*

No changes to existing agreement.

ARTICLE IV. STANDARD PROVISIONS

This Second Amendment to the Agreement includes the updated and most recent Standard Provisions for City contracts (Rev 10/21) [v. 4]. These provisions, included as Attachment A, are incorporated herein by this reference.

ARTICLE V. DEFAULTS. SUSPENSION. TERMINATION. AMENDMENTS

§501 *Defaults*

No changes to existing agreement.

§502 *Suspension*

No changes to existing agreement.

§503 *Termination*

No changes to existing agreement.

§504 *Notices of Suspension or Termination*

No changes to existing agreement.

§505 *Amendments*

No changes to existing agreement.

ARTICLE VI. ENTIRE AGREEMENT

§601 *Complete Agreement*

- A. This Second Amendment to the Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.
- B. This Second Amendment to the Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

§602 *Number of Pages and Attachments*

A. This Second Amendment to the Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Second Amendment to the Agreement includes six (6) pages, and one exhibit (Attachment A), which constitutes the entire understanding and agreement of the parties.

**SECOND AMENDMENT TO AGREEMENT
C-136591**

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date indicated by their duly authorized representatives.

THE CITY OF LOS ANGELES,
A Municipal Corporation

WEST VALLEY ALLIANCE
A California non-profit agency

By: _____
AURA GARCIA, President
Board of Public Works

By: _____
DANIEL RUIZ, CEO/President

Date: _____

Date: _____

Approved as to form:
HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Contractors Los Angeles Business Tax Registration Certificate Number: 0000996903-0001-6

Contractors Internal Revenue Service Identification Number: 95-4726917

Contract Number: C-136591-2