

CRA/LA, A DESIGNATED LOCAL AUTHORITY  
(Successor Agency to the Community Redevelopment Agency of the City of Los Angeles, CA)

M E M O R A N D U M

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**DATE:** JUNE 25, 2018

**TO:** GOVERNING BOARD

**FROM:** STEVE VALENZUELA, CHIEF EXECUTIVE OFFICER

**STAFF:** BARRON MCCOY, CHIEF OPERATING OFFICER

**SUBJECT:** **WIGGINS PAYMENT AGREEMENT – HAVANA HOTEL.** Approval of a Wiggins Payment Agreement for the Havana Hotel located at 830 S. Olive Street in the City Center Project Area.

**RECOMMENDATION**

That the Governing Board take the following actions:

1. Approve a Wiggins Payment Agreement for the Havana Hotel located at 830 S. Olive Street, in lieu of a Replacement Housing Plan required by the Wiggins Settlement Agreement and Development Guidelines and Controls for Residential Hotels in the City Center and Central Industrial Redevelopment Project Areas (the “Guidelines”).
2. Waive the application of the Guidelines for the Havana Hotel.
3. Authorize the Chief Executive Officer to execute the agreement and take any other necessary actions to effectuate the agreement.

**SUMMARY**

The recommended action will resolve the conversion of the 36-unit Havana Hotel (the “Hotel”) to market-rate housing without an approved Replacement Housing Plan. In September 2013, Onni 830 South Olive Street Limited Partnership (Onni) acquired the Hotel, and on March 10, 2017, the City of Los Angeles issued a building permit for an interior non-structural remodeling of the 2<sup>nd</sup> and 3<sup>rd</sup> floors of the Hotel. Although the Hotel is identified in the Wiggins Settlement Agreement, the CRA/LA was not contacted by Onni or the City and CRA/LA did not clear the permit. CRA/LA remained unaware of the work or permit issuance until August 2017 when it was contacted by the Legal Aid Foundation (Legal Aid) on behalf of the Wiggins plaintiffs. By then, any tenants had moved or been relocated by the Onni and the work was well underway.

CRA/LA informed Onni about the Guidelines as they relate to conversion of the units, and shortly thereafter began negotiations with Onni and Legal Aid about resolving the matter. The Wiggins Payment Agreement (Payment Agreement) is the result of those negotiations. The Payment Agreement obligates Onni to pay \$1,000,000 over a four-year period (\$250,000 per year for four years) to the Jerome Wiggins Memorial Justice Fund, which will be administered by

Legal Aid to be used for the creation and/or preservation of affordable housing by assisting low-income tenants with grants for rent and security deposits. In exchange, CRA/LA would waive the replacement housing obligation. The Payment Agreement is a tri-party agreement, and unless there is a breach by one of the parties, that resolves the matter and removes the Hotel from any Wiggins' obligations. The conversion of the 36 units will reduce the number of units in excess of the Wiggins baseline from 818 to 782.

## **DISCUSSION & BACKGROUND**

The Havana Hotel (also known as the South Park Hotel) was a 36-room, three-story single-room occupancy hotel located at 830 S. Olive Street in the City Center Redevelopment Project Area. The hotel was constructed in 1911. In addition to the 36 rooms, the Hotel contained 6,580 square feet of ground-floor retail/office space.

Onni acquired the hotel on September 6, 2013, and applied for a building permit to construct a restaurant in the ground floor space of the hotel on March 9, 2016. On January 6, 2017, the City of Los Angeles' Department of Building & Safety (DBS) issued Building Permit No. 1601-10000-05225 for a change of use of the ground floor office space to a restaurant. On December 16, 2016, Onni applied for a second building permit to renovate the 2<sup>nd</sup> and 3<sup>rd</sup> floor hotel rooms and to upgrade four (4) common area bathrooms. On March 10, 2017, DBS issued Building Permit No. 13016-1000-30229 for the renovation of the hotel rooms and common area bathrooms. The second permit was not circulated to CRA/LA for clearance. Consequently, CRA/LA did not clear the permit and was unaware its issuance until August 2017.

The Hotel is subject to the Guidelines. As such, the issuance of the permit for the renovation of the rooms and bathrooms should not have occurred until a Replacement Housing Plan was approved by the CRA/LA Governing Board.

The Guidelines stipulate that no permit for Demolition, Rehabilitation or Conversion of a Residential Hotel Unit(s) will be approved by CRA/LA, unless: the proposed new use is an Affordable Housing Project with recorded affordability covenants for not less than 55 years; or the Residential Units are replaced on a one-for-one basis pursuant to the methods set forth in the Guidelines; and a Replacement Housing Plan is approved by CRA/LA's Governing Board.

To resolve the matter, CRA/LA, Onni, and Legal Aid negotiated the previously mentioned Wiggins Payment Agreement. Per the Payment Agreement, Onni will pay \$250,000 per year for four years to the Jerome Wiggins Memorial Justice Fund to assist low-income tenants with grants for rent and/or security deposits and will be relieved of future Wiggins obligations so long as the Payment Agreement is not breached; Legal Aid is responsible for establishing the fund; and CRA/LA will waive the Guidelines' obligations for the Hotel.

To avoid permits being issued without CRA/LA clearance, the City has incorporated the link to Residential Hotel Unit Conversion Demolition Ordinance into its Zoning Information & Map Access System (ZIMAS). The ordinance was amended on March 10, 2018 to include, among other things, the following language:

1. *"Refer any applicant for a permit or a discretionary land use approval to renovate, remodel, convert or demolish units in a Residential Hotel to: Los Angeles Housing and Community Investment Department, Environmental and Land Use Services Section at (213) 808-8993, and to the CRA/LA where the property is within the City Center or Central Industrial Redevelopment Project Areas at (213) 977-1600."*

2. *"Do not clear any permit to renovate, remodel, convert or demolish units in a Residential Hotel until the Los Angeles Housing and Community Investment Department has approved an Application for Clearance for the permit pursuant to the Residential Hotel Unit Conversion and Demolition Ordinance, in addition to a required CRA/LA clearance where the property is within the City Center or Central Industrial Redevelopment Project Areas."*

**SOURCE OF FUNDS**

No funding is required for this action.

**ROPS AND ADMINISTRATIVE BUDGET IMPACT**

There is no impact on the Successor Agency's administrative budget.

**ENVIRONMENTAL REVIEW**

The recommended actions do not constitute the approval of a "project" for purpose of the California Environmental Quality Act ("CEQA").



Steve Valenzuela  
Chief Executive Officer

There is no conflict of interest known to me which exists with regard to any CRA/LA officer or employee concerning this action.

**Attachment**

Wiggins Payment Agreement

## WIGGINS PAYMENT AGREEMENT

This Wiggins Payment Agreement (hereafter the “**Agreement**”) is entered into as of June \_\_\_, 2018, by and among the Los Angeles Community Action Network (“**LA CAN**”), CRA/LA, a Designated Local Authority (“**CRA/LA**”) and successor to The Community Redevelopment Agency of the City of Los Angeles (the “**Former Agency**”), and Onni 830 South Olive Street Limited Partnership, a Nevada limited partnership (“**Onni**”).

### Recitals

- A. Certain parties that granted their enforcement authority to LA CAN, including LA CAN, entered into a settlement agreement to resolve litigation filed by Jerome Wiggins against the Former Agency and the City of Los Angeles (Case No. BC 277539) (“**Wiggins Agreement**”).
- B. As a result of the Wiggins Agreement, the CRA/LA established the Development Guidelines and Controls for Residential Hotels in the City Center and Central Industrial Redevelopment Project Areas (“**Development Guidelines**”).
- C. The Wiggins Agreement and the Development Guidelines involve obligations related to preservation of existing single room occupancy hotels, replacement of dwelling units, and relocation assistance, which are imposed on owners of residential hotels in the City Center and Central Industrial Redevelopment Project Areas.
- D. On September 6, 2013, Onni purchased the real property located 830 S Olive Street, Los Angeles CA 90014 (APN: 5144018026) (“**Property**”) which has also been known as the Havana Hotel. The Havana Hotel is listed on Exhibit 1B of the Development Guidelines.
- E. The Property is improved with thirty-six (36) single room occupancy units and approximately 6,580 square feet of ground floor retail.
- F. On January 6, 2017, the City issued Building Permit 16016-10000-05225, a change of use permit from office to restaurant on the ground floor, and associated certificate of occupancy.
- G. On March 10, 2017, the City issued Building Permit 16016-10000-30229 for an interior non-structural remodeling of the 2<sup>nd</sup> and 3<sup>rd</sup> Floors and associated certificate of occupancy.
- H. In connection with Building Permit 16016-10000-30229, the permit clearance item captioned “Housing rent stabilization” was cleared by City of Los Angeles representative, Charles Garcia, on February 2, 2017, but not by CRA/LA.
- I. Onni has also obtained other permits for work at the Property.
- J. Subsequently, Onni undertook the permitted work and expended substantial sums of money in reliance on the City permits.

- K. On August 30, 2017, CRA/LA sent a letter to Onni regarding Onni's obligation to comply with the Development Guidelines, including Onni's obligation to replace thirty-six (36) single room occupancy units at an affordable rent.
- L. After that date, Onni, CRA/LA and the Legal Aid Foundation as attorneys for LA CAN, entered into various discussions in an effort to resolve claims and disputes regarding Onni's affordable housing obligations.
- M. Based on all the facts and circumstances, Onni has disputed that it is subject to, or obligated to comply with, either the Development Guidelines or the Wiggins Agreement.
- N. This Agreement is entered into to resolve all disputes among the parties regarding Onni's obligations relating to the Development Guidelines and the Wiggins Agreement.

THEREFORE, in consideration of the mutual covenants, promises, and representations, and in full and final satisfaction of all claims asserted or that could have been asserted in administrative proceedings, litigation, and any other Claims or Challenges, the parties agree as follows:

## **Section I. Definitions**

**Challenges** means any and all lawsuits, actions, causes of action or other judicial, quasi-judicial or administrative proceedings, in law or in equity brought against Onni or CRA/LA in connection with the Property or Onni Actions, or the Waiver, related to compliance with the Development Guidelines and the Wiggins Agreement.

**City** means the City of Los Angeles.

**Claims** means any and all lawsuits, actions, causes of action or other judicial, quasi-judicial or administrative proceedings, in law or in equity, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, charges, losses, costs or expenses of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, whether known or unknown related to the Property's compliance with the Development Guidelines and the Wiggins Agreement.

**Effective Date** means the date the Parties have fully executed the Agreement.

**Final Waiver Approval** means the date of the expiration of the ninety (90) day period of limitations for filing Challenges to the CRA/LA's approval of this Agreement and adoption of the Waiver, or in the event a Challenge is filed, upon resolution of such Challenge to the satisfaction of Onni.

**Funding Commitment** means One Million Dollars (\$1,000,000) which shall be paid by Onni to Fund Recipient and which shall only be used in accordance with Section II, below.

**Funding Recipient** means the LAFLA Trust Fund or such other party as LA CAN and CRA/LA may designate in writing at least thirty (30) days prior the due date of any Funding Commitment.

**Onni Actions** means any and all actions in connection with the Property that, but for this Agreement, could be subject to the Development Guidelines and the Wiggins Agreement, including, but not limited to, acquisition, payment of relocation assistance, renovation, operation, leasing and sale.

**Parties** means LA CAN, CRA/LA, and Onni, and each of them.

**Third-Party Challenges** means any Challenges brought by a party other than LA CAN and CRA/LA.

**Waiver** means the CRA/LA's waiver, as defined in Section III.A, below, of the application of the Development Guidelines to the Property or any Onni Actions.

## **Section II. Funding for Affordable Housing**

- A. The Funding Commitment shall be paid by Onni to the Funding Recipient in accordance with the following schedule:
1. Within ten (10) business days following Final Waiver Approval, Two Hundred Fifty Thousand Dollars (\$250,000).
  2. Prior to the first anniversary of the Final Waiver Approval, Onni shall pay Two Hundred Fifty Thousand Dollars (\$250,000).
  3. Prior to the second anniversary of the Final Waiver Approval, Onni shall pay Two Hundred Fifty Thousand Dollars (\$250,000).
  4. Prior to the third anniversary of the Final Waiver Approval, Onni shall pay Two Hundred Fifty Thousand Dollars (\$250,000).
  5. If any Challenge is brought related to Onni's obligations under the Development Guidelines application to the Property, Onni's obligation to make payments not yet made shall be suspended until final resolution of the Challenge to the satisfaction of Onni.
- B. The Funding Recipient shall use the Funding Commitment to create or preserve affordable housing as follows: The monies will be deposited in the to be established Jerome Wiggins Memorial Justice Fund (the "**Fund**") for the purposes of assisting low-income tenants with grants for rent, security deposits and other such criteria permitted by the Fund.

## **Section III: Development Guidelines Waiver**

- A. The CRA/LA Governing Board shall consider granting, in its sole discretion, a waiver for the Property and Onni Actions under Section X of the Development Guidelines now in effect, or as may be amended or replaced in the future ("**Waiver**"). The Waiver shall be effective as of the date of Onni's acquisition of the Property and, thereafter, provided that Onni is not in breach of its payment obligations under Section II above, shall be permanent and inure to the benefit of Onni's successors, transferees and assigns. If the

CRA/LA Governing Board declines to grant the Waiver for the Property and the Onni Actions, this Agreement shall automatically terminate and the parties shall have no further liability, obligation or responsibility to each other in connection with this Agreement.

B. CRA/LA shall provide documentation of the Waiver to Onni.

#### Section IV: Releases

The Parties hereby make the following covenants, agreements, waivers and releases:

- A. LA CAN's and CRA/LA's Releases. LA CAN and CRA/LA and each of their respective directors, officers and employees hereby release, remise and forever discharge Onni, its agents, employees, representatives, administrators, officials, attorneys, directors, officers, board members, divisions, affiliates, parents, partnerships, partners, shareholders, members, managers, trustees, joint venturers, affiliates, lenders, funders, contractors, vendors, assigns, heirs, predecessors in interest, and successors in interest, and each of them from any Claims (collectively, the **"LA CAN's and CRA/LA's Released Claims"**). LA CAN and CRA/LA agree not to file any Challenges, or, if already filed, dismiss it within three (3) days of the Effective Date. Such releases do not include the release or waiver of any Claims against Onni seeking to enforce or obtain a remedy for a breach of obligations created by this Agreement.
- B. Onni's Releases. Onni and each of its respective directors, officers and employees hereby release, remise and forever discharge LA CAN and CRA/LA and their respective agents, employees, representatives, administrators, officials, attorneys, directors, officers, board members, divisions, affiliates, parents, partnerships, partners, shareholders, members, managers, trustees, joint venturers, affiliates, lenders, funders, contractors, vendors, assigns, heirs, predecessors in interest, and successors in interest, and each of them from any and all Claims (collectively, **"Onni's Released Claims"**). Onni agrees not to file any Onni's Released Claims, or, if already filed, dismiss it within three (3) days of the Effective Date. Such releases do not include the release or waiver of any Claims against LA CAN or CRA/LA seeking to enforce or obtain a remedy for a breach of obligations created by this Agreement.
- C. Section 1542. The Parties acknowledge that they are familiar with Civil Code Section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Except as provided in Sections III.A and III.B above, the Parties hereby waive and relinquish, with respect to their respective Released Claims, all rights and benefits provided by Civil Code Section 1542 to the full extent that they may lawfully waive such rights and benefits, except as expressly set forth herein. With respect to the matters

released and waived in this Agreement, each Party expressly assumes the risk that any fact not set forth in this Agreement, may turn out hereafter to be other than, different from, or contrary to the facts now known to it or them or believed by it or them to be true. Each Party intends this Agreement to release fully, finally and forever all matters to be released as set forth herein, and this Agreement shall be completely effective in all respects notwithstanding any such difference in facts, and shall not be subject to any termination, modification or rescission by reason of any such difference in facts. The Parties acknowledge that these waivers are essential and material terms of this Agreement, without which the consideration and binding obligations expressly set forth herein and relating hereto would not have been delivered.

## **Section V: Challenges and Non-Opposition**

- A. Third-Party Challenge. In the event any Third-Party Challenge is filed that would hinder or impair the Property and Onni Actions, Onni's obligations under this Agreement shall be suspended until the final resolution of such Third-Party Challenge.
- B. Non-Opposition and Other Challenges. LA CAN and CRA/LA jointly and severally agree and covenant not to commence or maintain any Challenges, and shall not assist any other person in commencing or maintaining any public opposition or Third-Party Challenge that would otherwise hinder or impair the Property and Onni Actions. In the event LA CAN or CRA/LA breaches this obligation, Onni may elect to terminate this Agreement and shall be entitled to reimbursement of any moneys paid by Onni under the Funding Commitment and any costs incurred by Onni in connection with the negotiation of this Agreement. This paragraph does not include any enforcement of Onni's obligations under this Agreement.

## **Section VI: Representations and Warranties**

Each of the Parties represents, warrants, and agrees as to itself as follows:

- A. Legal Advice. Such Party has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein, and with respect to the advisability of executing this Agreement.
- B. Representations Outside Agreement. No other Party (nor any director, officer, shareholder, member, manager, partner, trustee, agent, employee, representative or attorney of or for any other Party) has made any statement or representation to such Party regarding any fact such Party relied upon in entering into this Agreement, and such Party is not relying on any statement, representation or promise, written or oral, of any other Party (or of any director, officer, member, manager, partner, trustee, agent, employee, representative or attorney for any other Party) in executing this Agreement, or in making the covenants and agreements provided for herein, except as otherwise expressly stated in this Agreement.
- C. Investigation. Such Party has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary. Such Party or responsible director, officer, shareholder, member, manager, partner, trustee or attorney thereof has read this Agreement and understands the contents hereof. Except as



otherwise expressly represented, warranted or provided in this Agreement, such Party assumes the risks that (a) it may hereafter discover facts in addition to or contrary to those it believed to exist or relied upon in entering into this Agreement, and (b) it may have mistakenly understood matters relevant to entering into this Agreement.

Notwithstanding any such assertions of misunderstanding or mistake, such Party intends that this Agreement thereafter shall continue in full force and effect and shall not be subject to rejection or rescission for any reason, provided that such Party reserve all rights provided for in this Agreement.

- D. Holders of LA CAN's Claims. LA CAN are the holders of the LA CAN's Released Claims and they have not (either jointly or severally) heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the LA CAN's Released Claims or any portion thereof.
- E. Holders of CRA/LA's Claims. CRA/LA is the holder of the CRA/LA's Released Claims and they have not (either jointly or severally) heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the CRA/LA's Released Claims or any portion thereof.
- F. Enforcement of Wiggins Agreement. LA CAN and CRA/LA are the only parties with the right to enforce the Wiggins Agreement against Onni.

## **Section VII: Enforcement of Agreement**

- A. Breach. If any Party to this Agreement fails to perform any material obligation to another Party under this Agreement, then the Party failing to perform such material obligation shall be deemed to be in breach of this Agreement. In the event of breach, the aggrieved Party shall provide written notice to the other Party, and the other Party shall have thirty (30) calendar days in which to cure the breach. If the breach is not cured within thirty (30) calendar days of the date in which notice of breach is given, then the aggrieved Party may commence legal enforcement action.
  - 1. Breach by Onni. In the event that an alleged breach by Onni is not resolved pursuant to the foregoing subparagraphs, then any of the LA CAN or CRA/LA may commence litigation to seek judicial enforcement of this Agreement or other applicable law (to the extent not waived in this Agreement) and may obtain any legal or equitable remedy determined appropriate by the court to affect the purposes of this Agreement and provide compensation in case of breach. Such remedies may include injunctive relief and specific performance of any obligation under this Agreement, it being the Parties' intent that all of the promises in this Agreement shall be carried out in full and it being the Parties' mutual understanding that money damages would be an inadequate remedy for certain breaches (or threatened breaches) of this Agreement. The agreed remedies set forth herein shall not be construed to limit or derogate any legal or equitable remedy authorized by applicable law or a court's ability to determine facts, weigh evidence and exercise its own discretion with respect to enforcement of any term or condition of this Agreement.

2. Breach by LA CAN or CRA/LA. In the event that an alleged breach by any of the LA CAN or CRA/LA, Onni may commence litigation to seek judicial enforcement of this Agreement. In such action, the court may order any equitable or injunctive relief, or issue an order of specific performance, it being the Parties' intent that all of the promises in this Agreement shall be carried out in full and it being the Parties' mutual understanding that money damages would be an inadequate and inappropriate remedy for breaches (or threatened breaches) of this Agreement by any of the LA CAN or CRA/LA. Monetary damages shall not be available as a remedy in such action. This Agreement may be pleaded as a defense to, and may be used as the basis for an injunction against, prosecution of any Released Claim, and/or an injunction against any Challenge in violation of this Agreement.

## **Section VIII. Legal Fees and Costs**

In the event of any action to enforce this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs. Except as set forth in Section V.B, above, the Parties agree that each party shall otherwise bear his, her and/or its own attorneys' fees and costs incurred in connection with the negotiation of this Agreement and the Released Claims.

## **Section IX: Memorandum of Agreement**

The Parties shall record a memorandum of agreement in substantially the form as set forth in Attachment A.

## **Section X: Miscellaneous Terms**

- A. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or pdf shall be as effective as delivery of a manually executed counterpart of this Agreement.
- B. Modification. This Agreement may be supplemented, modified, or amended by mutual agreement of the Parties at any time, provided that any such supplemental, modified, or amended agreement is reduced to writing and signed by the authorized representative of the Parties.
- C. Integration. This Agreement embodies the entire agreement and understanding which exists between the Parties with respect to the subject matter addressed in this Agreement and supersedes all prior and contemporaneous agreements, representations, and undertakings. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- D. Notices. Any notices, progress reports, or other documents required to be provided pursuant to this Agreement shall be sent to the parties at the following addresses, or any subsequent address or person designated by those parties, in writing, via First Class mail, overnight mail, facsimile or e-mail:

LA CAN

Darren White, Executive Director  
Los Angeles Community Action Network  
838 East 6<sup>th</sup> Street  
Los Angeles, CA 90021  
Telephone: 213-228-0024  
Facsimile: 213-228-4785  
Email: [petew@cangress.org](mailto:petew@cangress.org)

With a copy to:

Barbara Schultz, Esq.  
Legal Aid Foundation of Los Angeles  
1550 W. 8<sup>th</sup> Street  
Los Angeles, CA 90017  
Telephone: 213-640-3823  
Facsimile: 213-640-3850  
Email: [bschultz@lafla.org](mailto:bschultz@lafla.org)

CRA/LA

CRA/LA a Designated Local Authority  
Attn: Chief Executive Officer  
448 South Hill Street, Suite 1200  
Los Angeles, CA 90013  
Telephone: 213-977-1715  
Facsimile: 213-917-1665

Onni

Onni 830 South Olive Street Limited Partnership  
Attn: Mark Spector  
315 W. 9<sup>th</sup> Street, Suite 801  
Los Angeles, CA 90015  
Telephone: 213-629-2041  
Facsimile:  
Email: [mspector@onni.com](mailto:mspector@onni.com)

With a copy to:

William F. Delvac, Esq.  
Armbruster Goldsmith & Delvac LLP  
12100 Wilshire Blvd., Suite 1600  
Los Angeles, CA 90025  
Telephone: 310-254-9050  
Facsimile: 310-254-9030

- E. Further Documents and Acts. The parties hereto agree to execute such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, consummate or perform any of the terms, provisions or conditions of this Agreement.
- F. Invalid Provisions. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, regulations, and rules of conduct, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, regulations, and rules of conduct, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- G. Governing Law. This Agreement shall be construed under the laws of the State of California, both as to interpretation and performance.
- H. Acknowledgment of Authority. The undersigned hereby acknowledge and warrant that they, and each of them, have the authority to bind the entity or individual on behalf of whom they are signing to the terms of this Agreement.
- I. No Waiver. No provision in this Agreement may be waived unless in writing and signed by the Party or Parties whose rights would thereby be waived. Waiver of any one provision in this Agreement shall not be deemed to be a waiver of any other provision in this Agreement. This Agreement may be modified or amended only by written agreement executed by all of the Parties.
- J. Third-Party Beneficiaries. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective agents, employees, representatives, administrators, attorneys, directors, officers, board members, divisions, affiliates, parents, partnerships, partners, shareholders, members, managers, trustees, joint venturers, assigns, heirs, successors in interest and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties or their respective successors and assigns, any rights or benefits under or by reason of this Agreement. There are no third-party beneficiaries of this Agreement except for the City.
- K. Drafting Party. Each Party has cooperated in the drafting and preparation of this Agreement and has been represented by counsel. Accordingly, the normal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- L. Headings. The descriptive headings used in this Agreement are for convenience only and shall not affect the meaning of any provision of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned agree and stipulate to the terms and conditions stated above:

Date: May 7<sup>th</sup> 2018

LOS ANGELES COMMUNITY ACTION  
NETWORK

By: 

Executive Director

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

CRA/LA

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

Title: \_\_\_\_\_

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

ONNI 830 SOUTH OLIVE STREET  
LIMITED PARTNERSHIP, a Nevada limited  
partnership

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

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned agree and stipulate to the terms and conditions stated above:

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

LOS ANGELES COMMUNITY ACTION  
NETWORK

\_\_\_\_\_

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

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

CRA/LA

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

Title: \_\_\_\_\_

Date: May 9, 2018

ONNI 830 SOUTH OLIVE STREET  
LIMITED PARTNERSHIP, a Nevada limited  
partnership

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

Title: Director