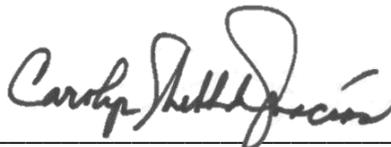


**TRANSMITTAL**

TO Council	DATE 06/28/2024	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT

**REQUEST TO APPROVE SECOND AMENDED AND RESTATED AGREEMENT WITH DESTINATION CRENSHAW, A NONPROFIT ORGANIZATION, FOR THE IMPLEMENTATION OF THE DESTINATION CRENSHAW OUTDOOR MUSEUM PROJECT (C-134516)**

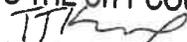
Approved, ED3 Waived, and Transmitted for further processing.



\_\_\_\_\_  
MAYOR  
(Carolyn Webb de Macias for)

Department of Public Works

Bureau of Engineering  
Bureau of Contract Administration  
Bureau of Street Lighting  
Department of Transportation  
Joint Report No. 1

APPROVED BY THE BOARD  
PUBLIC WORKS OF THE  
CITY OF LOS ANGELES  
CALIFORNIA  
AND REFERRED TO THE MAYOR  
JUN 28 2024  
AND REFERRED TO THE CITY COUNCIL  
  
Executive Officer  
Board of Public Works

June 28, 2024  
CD No 8

**EXECUTE THE SECOND AMENDED AND RESTATED AGREEMENT WITH DESTINATION CRENSHAW, A NONPROFIT ORGANIZATION, FOR THE IMPLEMENTATION OF THE DESTINATION CRENSHAW OUTDOOR MUSEUM PROJECT (WORK ORDER No. E1908269, CONTRACT No. C-134516)**

**AND**

**AUTHORIZE THE ACCEPTANCE OF A CALIFORNIA LOCAL AREA TECHNICAL ASSISTANCE PLANNING GRANT FOR THE DESTINATION CRENSHAW DIGITAL EQUITY ZONE PROJECT**

**RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):**

APPROVE and FORWARD this report with transmittals to the Mayor and Council as required requesting the following:

1. APPROVE the Second Amended and Restated Agreement with Destination Crenshaw Contract No. C-134516 (Contract) between the City of Los Angeles (City) and Destination Crenshaw (DC) (Project).
2. AUTHORIZE the President or two members of the Board to execute the Second Amendment to the Amended and Restated Agreement with DC.
3. AUTHORIZE the City Engineer, or designee, to make any technical or accounting changes as necessary to effectuate the intent of this Second Amendment to the Amended and Restated Agreement with DC.
4. AUTHORIZE the Executive Director of the Bureau of Street Lighting (BSL) to apply for, accept, negotiate, execute, and submit all grant documents including but not limited to applications, agreements and amendments, subject to the approval of the City Attorney as to form, which may be necessary to receive reimbursement funding for a grant from the State of California Public Utilities Commission (CPUC) for the project entitled "LA-BSL Destination Crenshaw - Digital Equity Zone project."

5. AUTHORIZE the BSL, subject to proof of grant award from the CPUC, to transfer up to \$150,000 from available funds within the Digital Inclusion Fund (65Q/50/50VUBS) to the General Fund 100, Department 84, BSL, and increase appropriation account authority within the Bureau's contractual services account, to be used to front-fund the "LA-BSL Destination Crenshaw - Digital Equity Zone project."
6. AUTHORIZE reimbursement funds received from the CPUC to be deposited into the Digital Inclusion Fund cash balance (65Q/50) until full repayment is made by no later than June 30, 2025.
7. AUTHORIZE the BSL, Executive Director, or designee, to make any technical or accounting updates to the recommendations above to effectuate the intent of the Mayor and City Council.

**FISCAL IMPACT**

No general fund impacts.

**TRANSMITTALS**

1. Copy of Proposed Second Amended and Restated Agreement
2. Council Motion Council File No. 24-0625, dated May 29, 2024
3. Destination Crenshaw Request to use AB1290 Funds
4. Bureau of Street Lighting Grant Documents: Scope of Work for the BSL/Destination Crenshaw - Digital Equity Zone project, dated June 22, 2022, LATA Grant Award Letter, dated November 23, 2022, LATA Grant Consent Form, dated December 15, 2022
5. Los Angeles Department of Transportation (LADOT) Funding Agreement with Los Angeles County Metropolitan Transit Authority (LAMTA), November 15, 2023, C-144583

**DISCUSSION**

***Background***

The Los Angeles City Council recognizes the DC Project, a 501(c)(3) non-profit entity, as a community-inspired public art and streetscape project which aims to address historic

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disinvestment and environmental equity, and to preserve the cultural character of the Crenshaw community.

DC (Consultant), fiscally sponsored by the California Community Foundation in 2017, originally conceived of the Project and has since 2017 administered and managed funding from both public and private sources and managed the Project scope including, but not limited to, administration, community outreach and education, web/social media campaigns, design and architecture, construction, and art procurement and installation.

The DC Project is an open-air, public art and cultural experience with architectural designs that capture the innovative and trailblazing spirit of Black Los Angeles. Project elements along the 1.3 miles of Crenshaw Boulevard will include new spaces for community programming and gathering, pocket parks, improved facades for historic businesses, new tree plantings, additional landscape and streetscape improvements, locations for commissioned artwork, planning activities for new broadband infrastructure, new traffic signals and crosswalks.

On August 19, 2019, the City Council authorized the Bureau of Contract Administration (BCA), with assistance from the City Engineer, City Administrative Officer, Chief Legislative Analyst, and the City Attorney to negotiate an agreement with DC to complete certain Project deliverables for amounts not to exceed \$26,000,000 in funds received from the Los Angeles County Metropolitan Transportation Authority (LACMTA), State, and City for the construction of the Project. The Contract is dated November 26, 2019.

On September 12, 2023, Council adopted Amendment No. 4 to the November 2019 agreement with DC which added \$13,000,000 in additional funding for the Consultant from the Fiscal Year (FY) 2023-2024 Adopted City Budget and increased the total budget to \$46,807,000.

Council District 8 is supportive of the Project and has worked with the City and various government entities to identify all the funding that is granted in this Contract. The Council has instructed the Bureau of Engineering (BOE) to amend the Contract to add additional grants to the Contract.

On December 8, 2023, the Contract was amended and restated to include any previous amendments and adopted by the Board of Public Works.

The proposed Second Amended and Restated Agreement includes additional funding of \$2,650,000, from which \$281,350 is allocated to the City for B-permit plan check and inspection costs in service to the Contract. The amended agreement provides DC funding totaling \$49,175,650. The Contract end date remains March 1, 2026 (Transmittal No.1).

***Amendment***

The LADOT and BSL request to use this Contract to reimburse DC for additional scope that DC completed through grants managed by BSL and LADOT. Council District 8 has identified \$2,000,000 of AB1290 funding for Project use through this Contract.

***Council District 8 AB1290 Funds***

On May 29, 2024, Council District 8 introduced a Motion (CF 24-0625) (Transmittal No. 2) directing \$2,000,000 to be transferred or appropriated from AB1290 Fund No. 53P, Account No. 281208 (CD 8 Redevelopment Projects – Services) to Engineering Special Services Fund No. 682-50, new account entitled "Destination Crenshaw" for the DC Project in Council District 8. DC requests to use the AB1290 funds for additional traffic control related costs associated with the Major Transit and Transportation Construction Traffic Management Committee (TCTMC) requirements for construction on and near Crenshaw Boulevard (Transmittal 3). Funding is for additional K-rail, fencing, traffic control plan consulting, traffic control implementation and TCTMC fees.

***LATA Grant and Destination Crenshaw Digital Equity Zone project (Transmittal No.4)***

In partnership with and in support of DC and Council District 8, the BSL has been working to improve internet connectivity options within communities adjacent to Crenshaw Boulevard from approximately Leimert Park to Hyde Park within the City. This includes a soon-to-break ground BSL Community Connectivity Project, which will add two (2) miles of permanent open-access fiber infrastructure and temporary public Wi-Fi connectivity to Crenshaw Boulevard.

BSL has also been supporting DC in determining how best to expand on the BSL Community Connectivity Project to provide permanent affordable connectivity to all residents of the communities adjacent to the Crenshaw Corridor. In October of 2022, at the request of Council District 8, the BSL applied for a \$150,000 CPUC Local Area Technical Assistance (LATA) reimbursement grant to cover expenses for connectivity infrastructure planning for a broader "Digital Equity Zone" project. The BSL received an

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award letter for this grant in November. In December 2022, BSL Executive Director Miguel Sangalang signed the Consent form for this grant (Transmittal No. 4).

The CPUC's LATA grant program was created by the State to provide reimbursement to local government agencies for "eligible pre-construction expenses to provide high-speed connections to unserved and underserved communities." Examples of reimbursable expenses include: "consultant or staff time for conducting work including but not limited to needs assessments, environmental and engineering studies, network design, and broadband strategic plans."

For the Crenshaw Corridor area, the specific work is to determine and evaluate various ways for the City, non-profit, and private business sectors to work together to connect households along and adjacent to the Crenshaw corridor to high-speed internet. The eligible work for this grant is being performed by DC, which has contracted with consulting firm HR&A to produce the deliverables (HR&A's scope as well as documents completed to date are also attached). A large portion of the work has been completed and DC has paid HR&A for the work completed to date.

Upon approval, this contract restatement will enable BSL to reimburse DC for these payments from the Bureau's Digital Inclusion Fund (65Q/50/50VUBS). BSL is also seeking the Board's approval to accept the LATA grant funds. With Council's subsequent approval, BSL would then be able to begin the LATA grant reimbursement request process from the CPUC. Upon receipt of reimbursement, this funding would be placed in the BSL 65Q/50 cash account to replace the front-fund expenditures.

The scope of work that Destination Crenshaw is doing through contractor HR&A entails three basic components:

- A Broadband Needs Analysis to determine the current conditions of connectivity infrastructure and community connectivity needs within the Destination Crenshaw Digital Equity Zone (composed of census tracts surrounding the Crenshaw Corridor from Leimert Park to Hyde Park in the City of Los Angeles).

- A Partnership Solicitation to identify potential partners to work with the City to build out new connectivity infrastructure within the Digital Equity Zone.
- Project Funding Support including identifying potential public funding as well as financing opportunities, as well as supporting the City and Destination Crenshaw in developing requests for funding.

***Los Angeles Department of Transportation Grant Fund***

This Amendment adds \$500K from LADOT. LADOT is using the Contract as a pass-through for additional public Grants to Destination Crenshaw (Transmittal No. 5).

This LADOT funded scope will install new traffic signals and crosswalks at Southbound Crenshaw Boulevard and Brynhurst Avenue, Northbound Crenshaw Boulevard to Sankofa Park, and Leimert Boulevard to Sankofa Park as part of the DC Project. This project will facilitate access for pedestrian and transit users to the new Sankofa Park and the Metro K Line. Sankofa Park expects to be a community gathering place that will host community and cultural events. Providing connectivity to Sankofa Park is a significant benefit to the community. The scope increases crossing opportunities for pedestrians and bicyclists and encourages access to transit.

This Funding Agreement (FA) is by and between the LACMTA and the City as the grantee to fund construction costs for a new pedestrian crossing at Crenshaw Boulevard and Brynhurst Avenue. The funding will come from Measure M funds for a total of \$500,000.

LADOT will provide front-funding since the FA is by reimbursement. The funds are in LADOT Account 655/94/94WT4G. Funds are programmed for FY 2022-2023 and FY 2023-2024. The \$250,000 programmed for FY 2022-2023 are subject to lapse by June 30, 2025.

DC shall fulfill the requirements of this FA and agrees that LACMTA is a third-party beneficiary of this Amendment. Destination Crenshaw's submitted expenditures and scope shall follow the estimated project costs in the FA. The scope is estimated to be completed by October 1, 2024.

***Bureau of Engineering Grant Administration***

BOE does not oversee or manage the construction, schedule or budget of any part of this Project. Destination Crenshaw and their project management /construction management firm, RMS, are directly responsible for the project management on this Project.

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***Bureau of Contract Administration***

The Chief Construction Inspector for the BCA is revised to be Roosevelt Bagby II.

***Maintenance Plan***

Per Section 402 of the Contract, release of retention requires the submission of a Maintenance Plan for the improvements in the public right-of-way. Destination Crenshaw will update the BOE bi-weekly on the Maintenance Plan so that a plan will be in place before any portion of the Project is open to the public. The maintenance plan and agreement will be added to this Agreement in Section 201 and will survive this agreement.

***Future Amendments***

The LACMTA and City Memorandum of Agreement was approved to be executed by BPW Motion on April 24, 2024 to extend the end date from November 30, 2023 to November 30, 2025. The LACMTA anticipates transferring two properties to the City and the conditions that LACMTA will pass to the City will pass to DC through a Contract amendment that is not yet before the Board, but is anticipated as forthcoming.

**STATUS OF FUNDING**

<b>Funding Breakdown for Amended Agreement</b>	<b>Amount</b>
Los Angeles County Metropolitan Transportation Authority (LACMTA)	\$14,500,000
State of California	\$18,500,000
American Recovery and Reinvestment Act (ARRA) Funding	\$ 307,000
City of Los Angeles	\$16,150,000
<b>Sub-Total</b>	<b>\$49,457,000</b>
Internal City Expenditures	(\$ 281,350)
<b>Total Funding:</b>	<b>\$49,175,650</b>

The source of funds is as follows:

Budget Fiscal Year	Source of Funds	Fund No.	Dpt. No.	Appropriation Unit Account No.	Appropriation	Available Authority Contract No. 134516
2022	LA METRO	100	54	00V851	\$14,500,000	\$14,500,000
2019	State	100	54	00S713	\$10,000,000	\$ 9,718,650
2022	Additional State	682	50	50RVDU	\$ 6,500,000	\$ 6,500,000
2019	City	100	56	903	\$ 1,500,000	\$ 1,500,000
2022	Additional City	209	88	88VAJA	\$ 1,000,000	\$ 1,000,000
2023	Additional City- ARRA	298	50	50VCPL	\$ 307,000	\$ 307,000
2023	Additional City	100	54	00Y987	\$13,000,000	\$13,000,000
2024	City-LADOT	655	94	94WT4G	\$ 500,000	\$ 500,000
2024	City-BSL	65Q	50	VUBS	\$ 150,000	\$ 150,000
2024	State- AB1290	682	50	50YVLO	\$ 2,000,000	\$ 2,000,000
<b>Total Available for Contract</b>					<b>\$49,457,000</b>	<b>\$49,175,650</b>
						<b>*Internal City Expenditures</b>
<b>*Less Expended and Transferred</b>		<b>100</b>	<b>54</b>	<b>00S713</b>	<b>\$0</b>	<b>\$ 281,350</b>
<b>Total</b>						<b>\$49,457,000</b>

\*The amount covers City expenditures for Internal Departmental Orders for B-Permit plan check and inspection fees in service of the Contract.

The funding for this Project comes from a variety of sources that includes private funds the Consultant has raised, public grants through this Contract, and grants directly from governmental agencies to the Consultant.

The City's liability under this Contract shall only be to the extent of the present City appropriation to fund the Contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be to the extent of such appropriation, subject to the terms and conditions of the Contract.

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***Business Inclusion Program (BIP)***

On June 15, 2021, the Mayor's Chief Procurement Officer granted a waiver for this Contract.

***Local Business Preference Program (LBPP)***

City Ordinance No. 181910 adopted the LBPP. This program is designed to increase local employment and expenditures in the local private sector. Bidders that qualify as a Local Business Enterprise (LBE) may be granted an 8 percent reduction of their bid amount solely for bid evaluation purposes. Additionally, all non-LBE bidders may be granted a 1 percent reduction, up to a maximum of 5 percent, of their bid amount for bid evaluation purposes, for every 10 percent of their bid that is to be performed by a LBE subcontractor. The LBPP is not needed on this Project and will not be applied.

***Compliance with City and Board Policies***

All consultants participating in this program are subject to compliance with the following City ordinances and policies: Contractor Responsibility Ordinance; Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action Program; Insurance requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Disclosure of Border Wall Contracting Ordinance; Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance; Non-Collusion; Municipal Lobbying Ordinance; First Source Hiring Ordinance; and Best Terms. Failure to comply with all requirements will render the consultant's contract subject to termination pursuant to the conditions therein.

***Contractor Performance Evaluation Ordinance***

In accordance with Article 13, Chapter 1, Division 10 of the City Administrative Code, the project manager and the City inspector for this contract shall submit Contractor Performance Evaluation Reports to the BCA (Department of Public Works) upon completion of this Contract.

***City Attorney Review***

The proposed Second Amended and Restated Agreement C-134516 has been reviewed and approved as-to-form by the City Attorney's Office.

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( SF AV RMK DW )

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Architectural Division

Steven Fierce, AIA  
Division Manager  
Phone No. 213-485-4402

Statement as to funds approved by:



Miguel De La Peña, Director  
Office of Accounting  
Fund Ref. 65Q/50/50VUBS /\$150,000  
682/50/50YVLO/ \$2,000,000

Date: 6/26/2024



Kevin Minne  
Assistant General Manager  
LA Department of Transportation  
Fund Ref. 655/94/94WT4G/\$500,000  
Date: 06/25/2024

SF/JZ/06-2024-0095\_ARC.gva

Questions regarding this  
report may be referred to:  
Joanne Zhang, Civil Engineer  
Phone No. (213) 485-4553  
E-mail: joanne.zhang@lacity.org

Respectfully submitted,



Electronically Signed by Deborah Weintraub  
on 06/25/2024 9:22:41 AM

Ted Allen, PE  
City Engineer  
Bureau of Engineering

for Ted Allen



John L. Reamer, Jr.  
Inspector of Public Works  
Bureau of Contract Administration



Laura Rubio-Cornejo  
General Manager  
Department of Transportation



Miguel Sangalang  
Executive Director  
Bureau of Street Lighting

**City of Los Angeles**  
Department of Public Works

**AGREEMENT NO. C-134516**

**SECOND AMENDED AND RESTATED AGREEMENT**

for the

**DESTINATION CRENSHAW PROJECT**

Between

**CITY OF LOS ANGELES**

and

**DESTINATION CRENSHAW**

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**EXHIBITS**

- EXHIBIT A Destination Crenshaw By-Laws
- EXHIBIT B Insurance Requirements
- EXHIBIT C Certificate of Compliance with Americans with Disabilities Act
- EXHIBIT D Contractor Responsibility Ordinance
- EXHIBIT E Employer's Use of Criminal History for Consideration of Employment Applications
- EXHIBIT F Payment Schedule and Project Budget
- EXHIBIT G Artist Release Form
- EXHIBIT H Contract No-138648- *Metro Sankofa Park MOA*
- EXHIBIT I Crenshaw Boulevard Parking Lots and Pocket Parks - LADOT
- EXHIBIT K 2022 State Grant and Allowable Cost Estimate

This Amended and Restated Agreement is made and entered by and between the City of Los Angeles, California, a municipal corporation acting by order of and through its Department of Public Works, Bureau of Engineering (hereinafter referred to as the “City” or “BOE”), and Destination Crenshaw, a 501(c)3 non-profit agency (hereinafter referred to as the “CONSULTANT”).

## WITNESSETH

**WHEREAS**, the Los Angeles City Council recognizes Destination Crenshaw project as a community inspired public art and streetscape project which aims to address the historic disinvestment, environmental equity, and to preserve the cultural character of the Crenshaw community;

**WHEREAS**, the Destination Crenshaw, fiscally sponsored by California Community Foundation originally conceived the Destination Crenshaw project (Project), has administered and managed funding from private donors and the project scope including, but not limited to, administration, community outreach and education, web/social media campaign, design and architecture, construction, and art procurement and installation since 2017;

**WHEREAS**, CONSULTANT has been working on a partnership with the Los Angeles County Metropolitan Transportation Authority (LA Metro) to enhance three LA Metro-owned properties within the Destination Crenshaw area;

**WHEREAS**, the City of Los Angeles, LA Metro, and the State of California (State) have all allocated funding to support the completion of the Destination Crenshaw Project;

**WHEREAS**, the City Council and Mayor approved the 2019-2020 City Budget which includes \$1.5 million allocated for the Destination Crenshaw Project;

**WHEREAS**, the State of California Legislature and Governor approved the 2019-2020 State Budget which includes \$10 million allocated for the Destination Crenshaw Project;

**WHEREAS**, on July 25, 2019, the LA Metro Board of Directors approved a budget of \$15 million for the construction of Sankofa Park as part of the Destination Crenshaw Project and of that amount, \$500,000 is retained by LA Metro for staff costs toward the project and \$14.5 million will be provided to the City; and,

**WHEREAS**, the Los Angeles City Council established the Destination Crenshaw-State and Destination Crenshaw-LA Metro accounts within the Capital Improvement Expenditure Program Fund No. 100/54 for the purpose of development of the Project; and

**WHEREAS**, the CONSULTANT was selected for the Project due to expertise and resources in designing and implementing projects for the long-term stewardship of public spaces as well as CONSULTANT’s unique familiarity with this Project, specifically, both with respect to the community expectations and needs as well as the Project’s technical elements. The Project will build on the past and current efforts of the City, Council District 8, and CONSULTANT to create urban environments and will serve as a living celebration of Black L.A.; and

**WHEREAS**, on August 19, 2019, the City Council authorized the Bureau of Contract Administration, with assistance from City Engineer, City Administrative Officer, Chief Legislative Analyst, and the City Attorney to negotiate an agreement with Destination Crenshaw to complete certain project deliverables for amounts not to exceed TWENTY-SIX MILLION DOLLARS (\$26,000,000) in funds received from the LA Metro, State, and City for the construction of the Destination Crenshaw project (Council File No. 19-0898); and

**WHEREAS**, the CONSULTANT has committed to providing services to the general public through the implementation of the Project in accordance with the requirements of the Department of Public Works, and in accordance with all City, state, and federal requirements; and

**WHEREAS**, the CITY'S Department of Public Works, Bureau of Engineering, will represent the City in this Agreement and finds that competitive bidding is not reasonably practicable or compatible with the City's interest as the professional, technical, and other special services required for this Project are of a temporary and occasional character and, thus, has determined to sole source this Agreement with the CONSULTANT; and,

**WHEREAS**, on November 26, 2019, the parties entered into an Agreement to memorialize the services of the CONSULTANT; and,

**WHEREAS**, on September 14, 2021, the parties entered into a first amendment of their Agreement, extending the term of the Agreement until November 24, 2021; and,

**WHEREAS**, on March 31, 2022, the parties entered into a Supplemental Agreement to continue CONSULTANT's services to March 1, 2026; and,

**WHEREAS**, on May 11, 2023, the parties entered into a third amendment of their Agreement, adding additional funding and scope to the CONSULTANT'S services; and

**WHEREAS**, CONSULTANT communicated on June 8, 2023 the need for \$13,000,000.00 in additional funding because of unforeseen cost overruns experienced in construction; and,

**WHEREAS**, CONSULTANT communicated on May 31, 2023 the need for \$2,000,000.00 in additional funding for additional, unanticipated traffic control related costs; and,

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein and the mutual benefits to be derived therefrom, the parties restate and amend this Agreement and mutually agree as follows:

## I. INTRODUCTION

### **§101 Section Headings and Construction of Provisions and Titles Herein**

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONSULTANT. The singular shall include the plural; use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

### **§102 Conditions Precedent to Execution of Contract**

Prior to the execution of this Agreement, the CONSULTANT shall provide the City with copies, or signed original documents as required, of the following documents:

- a. CONSULTANT's documentation of its 501(c)(3) status.
- b. CONSULTANT's by-laws, and all amendments thereto, as adopted by the CONSULTANT and properly attested, as applicable, which is attached hereto as *Exhibit A - Destination Crenshaw By-Laws*.
- c. Acceptable evidence of self-insurance or evidence of insurance, with original signature(s), covering general liability, professional liability, automobile liability, workers compensation, and others as required in *Exhibit B – Insurance Requirements* (Form Gen. 133 and Form Gen. 146) and §619 Insurance of this Agreement as submitted to the City. The evidence of insurance will be reviewed and is subject to approval by the City Risk Manager. Hard copies must also be sent to the Department of Public Works.
  1. Throughout the term of this Agreement, the CONSULTANT must submit to the BOE, hard copies of all proofs of insurance or proofs of renewal of insurance that the CONSULTANT has submitted online to the City Risk Manager.
- d. An executed Certification Regarding Compliance with the Americans with Disabilities Act (42 U.S.C. 11201 *et seq.*), and its implementing regulations which is attached hereto as *Exhibit C – Certification of Compliance with Americans with Disabilities Act (ADA)* and which is incorporated herein by this reference
- e. Contractor Responsibility Ordinance Compliance Forms – *Exhibit D*
- f. Current and valid Business Tax Registration Certificate required by the City's Business Tax Ordinance to do business within the City or evidence of exemption. For the term covered by this agreement, the CONSULTANT shall maintain, or obtain as necessary, all such Certificate(s) required of it under the Business Tax

Ordinance or evidence of exemption and shall not allow any such Certificate or exemption to be revoked or suspended.

- g. City Contractors' Use of Criminal History for Consideration of Employment Applications – *Exhibit E*

**§103 Contract Administration and Representatives of the Parties**

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

**Ted Allen, City Engineer**  
Department of Public Works - Bureau of Engineering  
1149 South Broadway, 7th Floor  
Los Angeles, CA 90015  
**Attention: Steven Fierce, Division Manager**  
Phone: (213) 485-4402  
Email: Steven.Fierce@lacity.org

The City Engineer or his/her designee shall have full authority to act on behalf of the City in the administration of this Agreement, consistent with the provisions herein. The City Engineer is also named the repository for all reporting requirements identified in this Agreement.

The City Engineer is the party to whom the CONSULTANT shall forward all documents, reports and records as required by this Agreement for submittal to, or review by the "City", and is the party authorized to provide written approvals by the City to the CONSULTANT in reference to matters addressed in this Agreement.

- B. The representative of the CONSULTANT shall be:

**Berlinda Fontenot-Jamerson, Board Chair**  
Destination Crenshaw  
777 South Figueroa Street, #4050  
Los Angeles, CA 90017  
Berlinda@DestinationCrenshaw.la

Destination Crenshaw designates the following representative to represent the organization on its behalf:

Russ McDaniel, Project Manager  
7700 Irvine Center Drive, Suite 800  
Irvine, CA 92618  
rmcdaniel@rmspm.com

C. For matters relating to Section 201(C) - Crenshaw Boulevard Parking Lots and Pocket Parks:

Ken Husting, Principal Transportation Engineer  
Los Angeles Department of Transportation  
100 S Main St, Los Angeles, CA 90012  
(213) 972-8430  
Ken.Husting@lacity.org

**§104 Service of Notices**

Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and shall be affected by either personal delivery or by private expressed carrier or registered or certified mail, prepaid postage, return receipt requested and shall be deemed communicated and effective as of the date of mailing unless otherwise stated in the notices, demands or communications. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

All documents, correspondence, invoices, etc., transmitted to the City shall be in writing. Payment requests shall be made both in written and electronic formats, on a form to be provided by the City. Documents shall be delivered to the City via U.S. mail or private express carrier or via email to Steven.Fierce@lacity.org.

**§105 Term of Agreement and Time of Performance**

A. Term of Services

The term of this Agreement shall commence on the date of attestation by the City Clerk and expire on March 1, 2026, unless terminated as provided under §505 *Termination* or extended by a duly approved amendment or change order to this AGREEMENT and signed by the parties.

The date of full execution is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- This AGREEMENT has been approved by the City Council, by the Mayor, or by the BOARD, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and,
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer, or employee authorized to enter into this AGREEMENT.

B. Performance shall not commence until the CONSULTANT has obtained the City's

approval of all insurance as required by the City (see *Exhibit B – Insurance Requirements*, attached thereto and incorporated herein by reference, and §619 *Insurance*) and the City has received the State and LA Metro funds.

- C. The provisions for operation and maintenance of the Crenshaw Boulevard Parking Lots and Pocket Parks are set forth in Subsection 201(C) shall survive the expiration of the Agreement as set forth in Section 201(C).

### **§106 Scope of Project**

The Destination Crenshaw Project is an open-air, public art and cultural experience with architectural designs that capture the innovative and trailblazing spirit of Black Los Angeles. Project elements along the 1.3 miles of Crenshaw Boulevard will include new spaces for community programming and gathering, pocket parks, improved facades for historic businesses, new tree plantings, additional landscape and streetscape improvements, locations for commissioned artwork, planning activities for new broadband infrastructure, new traffic signals and crosswalks.

Specific funding allocations associated with this Scope of Project includes:

- LA Metro Funding (\$14,500,000): 100% cost to complete construction of Sankofa Park per B-Permit including General Conditions, Bonds & Insurance, and Contractor's overhead, profit, and fee. Also included are utility relocations, storm drain relocation and any work to energize and required in order to maintain the project (i.e. water). Additionally, \$300,000 in funding will be used to fund Perkins & Will construction document fees;
- 2020 State Funding (\$9,718,650): 100% decorative concrete pavers installed on both sides of Crenshaw Blvd for the project limits, construction mobilization for the Project, construction administration; project management, deposit on artwork, community engagement. Of the \$10,000,000 2019 State Funding, \$281,350 will be used to pay the City for plan check and permit fees and \$9,718,650 is available for expenditures in this agreement.
- 2018 City Funding (\$1,500,000): Design fees.
- 2022 State Funding (\$6,500,000): for pocket park construction, public art work, exhibition and wayfinding signage, owner's representation, and community outreach.
- 2022 City Funding (\$1,000,000): for public artwork installation.
- 2022 City Funding-ARRA (\$307,000)-for design and construction of the parking lot (excluding the bioswale and bioretention

- 2024 City Funding (\$13,000,000): for Sankofa park and/or the 1.3 miles of street improvements, to provide additional green space and partial restoration of displaced trees as an equity measure, and as detailed in Department of Cultural Affairs' Schedule 24 Description
- 2024 City Funding- BSL(\$150,000): California Public Utilities Commission Local Agency Technical Assistance Grant (\$150,000): for the Bureau of Street Lighting (BSL) – an analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within communities adjacent to the Crenshaw Boulevard Corridor. Work to be completed by Destination Crenshaw subcontractor HR&A
- 2024 City Funding- LADOT (\$500,000): for construction of new traffic signals and crosswalks at Southbound Crenshaw Boulevard and Brynhurst Avenue, Northbound Crenshaw Boulevard to Sankofa Park, and Leimert Boulevard to Sankofa Park.
- 2024 City Funding-AB1290 (\$2,000,000): for additional traffic control related costs associated with the Major Transit And Transportation Construction Traffic Management Committee (TCTMC) requirements for construction on and near Crenshaw Boulevard. Funding is for additional K-rail, fencing, traffic control plan consulting, traffic control implementation and TCTMC fees.

If additional City Funding becomes available within the Term of Agreement other than for the specific funded tasks specified above, those additional funds can be used for work in furtherance of the Scope of Project as described in this §106 and so long as consistent with the total compensation for this Agreement specified in §107 and limitations on expenditures pursuant to §403.

### **§107 Compensation**

The total compensation for this Agreement shall not exceed \$49,175,650 for the scope of the Project. Under no condition shall the liability of the City, LA Metro, and the State exceed the respective amounts in this section. The CONSULTANT, as the Project Manager, should provide a proposed payment schedule (PAYMENT SCHEDULE) based on their baseline, cost-loaded schedule and deliverables for their project for the City's review and approval. The CONSULTANT will be compensated based on the PAYMENT SCHEDULE, attached hereto as *Exhibit F*.

1. 2020 State (\$9,718,650) - Any disbursement of the State Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property, including to front fund expenditures for Sankofa Park construction as set forth under §401 *Allowable and Unallowable Costs and §403 Limitation of Expenditures*;
2. 2018 City (\$1,500,000) - Any disbursement of City Funds shall be subject to a determination that such expenditure is consistent with the Project Budget and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property as set forth under §401 *Allowable and Unallowable Costs and §403 Limitation of Expenditures*; and,

3. LACMTA (\$14,500,000) - The Contractor agrees to comply with or fulfill all of the City's obligations in Sections 5, 7-15, and 17-19 of Contract No. C-138648-Memorandum of Agreement ("Metro Sankofa Park MOA"), attached hereto as new Exhibit H. Contractor agrees that Metro is a third-party beneficiary of the Contract pursuant to Section 22.1 of the Metro Sankofa Park MOA. Any disbursement of the LA Metro Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures and allowable costs per Exhibit H.
  4. 2022 State (\$6,500,000) - Any disbursement of new State Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures and allowable costs per State of California Natural Resources Agency Grant Agreement (attached as Exhibit K). The Contractor agrees to comply with or fulfill all of the City's obligations in State Grant, attached hereto as Exhibit K.
  5. 2022 City (\$1,000,000) - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures.
  6. 2022 City-ARRA (\$307,000) - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of the parking lot (excluding the bioswale and bioretention systems in the public parking lot at 54<sup>th</sup> and Crenshaw Boulevard as set forth by this Amendment 3.
  7. 2024 City (\$13,000,000) - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE, Charter section 320, and Section 106.
  8. California Public Utilities Commission Local Agency Technical Assistance Grant (\$150,000): for the Bureau of Street Lighting (BSL) – an analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within communities adjacent to the Crenshaw Boulevard Corridor.
  9. Additional City Funding (\$500,000): Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE.
  10. 2024 City Funding - AB1290 (\$2,000,000): Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE.
- A. The City shall authorize the expenditure of an amount not to exceed \$49,175,650 in consideration of, and on the condition that the sum be expended in carrying out the

purposes set forth in the Scope of Services and for the complete and satisfactory performance of the terms of this Agreement.

- B. The City's liability under this Agreement shall only be to the extent of the present City appropriation to fund the contract.
- C. The CONSULTANT shall bear the sole responsibility to complete the promised improvements and to provide any additional funds, if necessary, to comply with the CONSULTANT's obligations under this Agreement. It is understood by both parties that the City makes no commitment to increase funding or to approve reductions in the scope of the Project should conditions change which would impair the completion of the Project in its entirety.
- D. Ratification Clause: Due to the need for Consultant's services to be provided continuously on an ongoing basis, Consultant may have provided services prior to the execution of this restated Agreement. To the extent that said services were performed in accordance with the terms and conditions of this restated Agreement, those services are hereby ratified, with payments due, if any, following the effective date of this restated Agreement.

## II. DUTIES OF CONSULTANT

### §201 Duties and Requirements

#### A. General Statement of Work to be Performed by CONSULTANT

Pursuant to this Agreement, the Public Funds shall be used toward the design of a 1.3 mile long open-air museum to include the construction of Sankofa Park, and public art along Crenshaw Boulevard in Council District 8. Project elements consists of new spaces for community programming and gathering, parks and parklets, new tree plantings, additional landscape and streetscape improvements, and dozens of locations for commissioned artwork, increased open space, art, culture and amenities for the community. The project will improve pedestrian accessibility, improve access to transit, provide greenspace and develop public spaces including public art, cultural and architectural designs that capture the innovative and trail blazing spirit of Black Los Angeles.

#### B. General Requirements

The CONSULTANT shall use the Public Funds for eligible project costs for public improvements in the public right-of-way or on publicly-owned property, subject to the terms and conditions of this Agreement. Funds shall be used solely to carry out the purposes set forth in the General Statement of Work set forth above, and in accordance with the PAYMENT SCHEDULE. Any deviation from the General Statement of Work, the Project Budget, or PAYMENT SCHEDULE must be submitted in writing to the City in advance of any financial commitment for review and approval. The City shall review any such request for deviation within 10 business days of receipt, and that approval shall not unreasonably be withheld. Failure to submit and obtain prior written approval from the City may result in future disbursements being withheld.

#### C. Crenshaw Boulevard Parking Lots and Pocket Parks - LADOT

1. **LOCATIONS:** City and LADOT hereby grants Consultant to use and access

the following locations:

- a. 54<sup>th</sup> St and Crenshaw Boulevard – For the construction of a pocket park and a public parking lot with forty-five (45) parking spaces as depicted on Exhibit I. A bioswale serving the pocket park stormwater runoff shall be installed on the public parking lot.
- b. 50<sup>th</sup> St and Crenshaw Boulevard – For the construction of a pocket park and a public parking lot with twenty-five (25) parking spaces as depicted on Exhibit I. A bioretention serving the pocket park stormwater runoff shall be installed on the public parking lot. No construction activities shall be allowed at the 50<sup>th</sup> and Crenshaw Boulevard site until a lease agreement for that site has been fully executed by the City and the property site owner.
- c. Both locations collectively are referred to as the “Properties”.

## **2. PERMITS AND FEES**

- a. Prior to any permitting process, the Consultant shall obtain written approval from LADOT of design drawings and specifications related to the public parking lots.
- b. Consultant shall, all its sole cost and expense, obtain all necessary permits, licenses and all other appropriate legal authorizations from all applicable federal, state, and local jurisdictions, and pay all applicable fees.

## **3. CONSTRUCTION AND ALTERATIONS**

- a. Consultant shall, at its own expense and with the limited City funds (ARRA funds) expressly allowed for the parking lot at 54<sup>th</sup> St and Crenshaw Boulevard, construct the improvements described in and pursuant to the procedures set forth in Exhibit I, scope including the pocket parks, public parking lots, and all related installations at the Properties.
- b. ARRA funds allocated to Consultant shall only be used for construction activity for the parking lot at the 54<sup>th</sup> St and Crenshaw Boulevard site and not the pocket park at that location. ARRA funding shall not be used for the bioswale and bioretention systems in the public parking lot at the 54<sup>th</sup> St and Crenshaw Boulevard site because they serve the pocket park’s stormwater runoff.
- c. Consultant is solely responsible for managing and supervising the construction of the project at the Properties. Consultant shall have control over construction, scheduling, and coordination of all work.
- d. Public safety at the Properties shall be maintained by Consultant during working and non-working hours. Consultant shall address all hazards appropriately and render them safe, such as open trenches, stubs, and uneven pavement. All open trenches must be covered during non-

working hours. Consultant shall maintain safe pedestrian and vehicular access at all times.

- e. No construction activities shall be allowed at the 50<sup>th</sup> St and Crenshaw Boulevard site until a lease agreement for that site has been fully executed by the City and the property site owner.

#### **4. UTILITIES**

- a. Consultant shall install separate utility meters (water, electricity, etc.) for the pocket parks and the public parking lots at the Properties.
- b. Consultant shall establish separate utility services for the pocket parks at both Properties. Consultant shall be responsible for all utility costs related to the pocket parks at the Properties. Consultant shall make direct payment to the utility companies.
- c. LADOT shall be responsible for all utility costs related to the public parking lots at the Properties.
- d. The provisions of this Subsection 201(C)(4) – Utilities shall survive the expiration of this Agreement.

#### **5. MAINTENANCE**

- a. The bioswale and bioretention systems in the public parking lots are serving the pocket park's stormwater runoff. Consultant shall be responsible for maintaining the bioswale and bioretention system in good working condition. The bioswale at each respective Property shall be serviced by Consultant and maintained every three (3) months by a qualified vendor, or at more frequent intervals that may be required to maintain good operating function of the systems.
- b. Once notified by LADOT of any required repair or maintenance of the bioswale and bioretention system, Consultant shall initiate the repair within seven (7) business days. If LADOT determines that the repairs or maintenance has not been completed past the threshold timeframe, LADOT may repair or maintain the bioswale and retention system, and bill Consultant for the cost of the repair.
- c. Consultant shall be responsible for maintaining the pocket parks in a clean, safe, and orderly condition such as sweeping and garbage collection.
- d. LADOT shall be responsible for maintaining the public parking lots in a clean, safe, and orderly condition such as sweeping and garbage collection.
- e. The provisions of this Subsection 201(C)(5) – Maintenance shall survive the expiration of this Agreement.

#### **6. NOTICES:**

- a. All Notices provided in accordance with Section 104 of this Agreement relating to this Section 201(C) shall also be delivered to LADOT. Parking Facilities Division, to [Sophia.Fong@lacity.org](mailto:Sophia.Fong@lacity.org)
- b. The provisions of this Subsection 201(C) (6) – Notices shall survive the expiration of this Agreement.

## **§202 Specific Requirements**

In furtherance of the General Requirements, and all work required under this Agreement, the CONSULTANT shall do the following:

- A. Comply with the requirements delineated for the CONSULTANT in its subcontracts with the Architect for design services and with the General Contractor for construction services. Unless previously approved by the City, the use of standard AIA (American Institute of Architects) Agreement B141 between the Owner and Architect and between the Owner and General Contractor A101, shall be used. Also, the current edition of “Green Book”, standard Specifications for Public Works Construction as well as the AIA’s “General Conditions of the Contract for Construction,” current (2003 or later) edition (AIA Form A 201) shall be cited as part of the contract with the Architect and General Contractor. If the CONSULTANT has already selected and entered into a contract with subcontractors prior to the execution of this Agreement, then the CONSULTANT shall provide a copy of subcontractor contracts to the City upon execution of this Agreement. Upon the execution of this Agreement, all new contracts entered with subcontractors must be approved by the City prior to execution of the subcontractor contract; shall adhere to the terms and conditions set forth in *Section 205 – Subcontracting*, and are superseded by this Agreement in case of conflicting requirements or obligations. The City shall review any such request for new, or modified subcontracts in a timely manner, and that approval shall not unreasonably be withheld.
- B. Submit monthly reports, in an acceptable form by both parties, to the Department of Public Works Bureau of Contract Administration (Attn: Roosevelt Bagby II; Address: 1149 S Broadway, 3<sup>rd</sup> Floor, Los Angeles, CA 90015) concerning local hiring efforts for the Project. As this is a Public Works project, the CONSULTANT and subconsultants are encouraged to comply with the City’s Project Labor Agreement, which promotes workforce development through establishing local hiring and disadvantage worker employment opportunities.
- C. Assure that reports, permits, forms, certifications, and other documents required by federal, state, and local requirements be expeditiously submitted to various governing or regulatory bodies to avoid delays in completing the general requirements of this Agreement.
- D. Identify and provide corrective action on those issues or barriers that impede or delay the completion of the Project as defined in this Agreement. CONSULTANT shall notify the City, in writing, within 10 working days of discovering those issues or barriers, and provide a corrective action plan of resolution with sub-activities and milestone completion dates.

- E. Assure that the Architect and the General Contractor and their respective subcontractors comply with all applicable United States, State of California, County of Los Angeles, and City statutes, rules, regulations, and reporting requirements in the completion of the General Requirements as defined in this Agreement.
- F. Designate a person to act as the CONSULTANT's representative prior to the execution of the Architect and General Contractor contracts to carry out the responsibilities of the "Owner" in those contracts.
- G. Prepare the proposed plans and specifications so that construction can be completed within the available construction budget and PAYMENT SCHEDULE.
- H. Ensure that the General Contractor constructs the Project in conformance with the City's construction standards. The CONSULTANT shall ensure the Project is in full conformance with all applicable local, State, and federal statutes, regulations, and building codes.

### **§203 Accounting Services**

The CONSULTANT shall maintain records for every expenditure incurred directly or indirectly by this Agreement; such records shall include, but not be limited to, documentation of all budgeted expenditures, e.g.: time cards, requisitions for payments, rentals, leases, invoices and any other documents pertinent to the expenditures. In addition, a log of all expenditures by line item shall be maintained by the CONSULTANT. Such records shall be maintained in a file, be certified by RMS Project Management Firm and certified by Licensed Accounting Firm hired and paid for by CONSULTANT and be made available for examination by the City.

### **§204 Independent Contractor Status**

The CONSULTANT is an independent contractor and not an agent or employee of the City. The CONSULTANT 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.

### **§205 Subcontracting**

CONSULTANT shall not use subcontractors to assist in the performance of this Agreement without the prior written approval of the CITY. If the CONSULTANT has already selected and entered into a contract with subcontractors prior to the execution of this Agreement, then the CONSULTANT shall obtain CITY's written approval of the subcontractor within ten (10) business days from the date of execution of this Agreement. Additionally, if the CONSULTANT notifies the City of any future subcontracting agreement prior to the execution of such agreement, the City shall review it, and that approval shall not unreasonably be withheld. The City shall review any such request for new, or modified subcontracts within 10 business days of receipt, and that approval shall not unreasonably be withheld. If the CONSULTANT uses subcontractors, CONSULTANT shall remain

responsible for performing all aspects of this Agreement. The CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONSULTANT'S subcontractors, and nothing herein creates any privity of contract between the CITY and the subcontractors. CONSULTANT shall comply with the following:

- Require that the architect and any contractors or subcontractors for the Project be licensed by the State of California;
- Require the architect, general contractor, and subcontractor(s) to maintain insurance as required by the City; and,
- Meet all applicable requirements of federal, state and local government agencies for Project design documents.

A. Senate Bill 854 and Department of Industrial Relations (construction work)

All contractors and subcontractors shall be registered with the State of California Department of Industrial Relations pursuant to California Labor Code section 1725.5, to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public works contract.

CONSULTANT is advised of the following change made by California State Senate Bill 854 (Stat. 2014, chapter 28) to the DIR: No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code Section 1725.5. DIR maintains an up-to-date listing of registered contractors.

- B. The subcontract shall require the selected architect or general contractor to maintain a minimum insurance amount as provided in *Exhibit B* in errors and omission insurance with a twelve (12) month recovery period and the CONSULTANT must submit evidence of same to the City for verification prior to the execution of the CONSULTANT'S Agreement with the architect or general contract.

### III. DUTIES AND POWERS OF THE CITY

The City represents, warrants, and covenants as follows:

- A. That it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;
- B. That it has the power and authority to carry on its function as a City, to enter into this Agreement, and to consummate the transaction herein contemplated;
- C. That all actions to be taken by or on behalf of the City to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and
- D. That this Agreement is a valid and binding obligation of the City, enforceable in

accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

#### IV. PAYMENT AND FISCAL CONTROLS

##### §401 Allowable and Unallowable Costs

###### Allowable Costs

- A. To be eligible for payment under this Agreement, expenditures must be made in compliance with all of the principles set forth below:
1. Clearly defined costs for the design, construction or installation of public improvements (including public art) in the public right of way or on publicly owned property;
    - a. Clearly defined costs shall specifically identify the public improvement, including details of the location of the improvement;
    - b. Should the CONSULTANT propose to use funds under this Agreement for improvements located on privately owned property, the CONSULTANT will be required to obtain approval of the CITY prior to authorizing the use of funds. The CITY will make a determination whether a public benefit is derived from the use of the funds. The CONSULTANT may be required to provide the City with information to assist with the determination.
  2. Be necessary and reasonable for the proper and efficient performance of this Agreement. The City shall have final authority to determine in good faith whether an expenditure is “necessary and reasonable.” Eligible costs may include, but are not limited to the following:
    - a. Public Arts fees, Plan Check fees, Building Permit fees, and construction inspection fees.
    - b. Project management costs, including inspection if hired through a documented and competitive process to oversee the design and construction.
  3. Conform to the limitations within this Agreement and to any governing statutes, regulations and ordinances.
  4. Be fully documented and determined to be in accordance with standard accounting procedures.

5. Not to be billed to any other private or government funding source.
6. Costs incurred prior to the date of execution of this Agreement which have been expressly approved by the City, subject to eligibility as set forth in this Agreement.

### **Unallowable Costs**

B. The following costs, among others, are specifically not allowable:

1. Contributions and donations.
2. Travel and entertainment: Costs of travel, amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
3. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations.
4. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, refinancing of property or of facilities, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, other than those specifically allowed in advance.
5. Membership Expenses: Membership expenses are specifically disallowed.
6. Meeting Attendance: CONSULTANT's staff costs of attending meetings with the City, and/or its consultants, and CONSULTANT's staff and/or subcontractors.
7. Losses: Due to theft, vandalism and/or misconduct of CONSULTANT or subcontractor of any tier.
8. Losses due to delay: Lack of scheduling, coordinating, and monitoring.
9. Subcontracts not approved by the City.
10. Costs incurred prior to the date of execution of this Agreement unless specifically allowed hereunder.
11. Operating license fees.
12. CONSULTANT's program staffing and personnel costs.
13. Non-maintenance equipment costs.
14. Furnishings.

15. Utilities.

16. Personal hygiene products such as: toilet paper, tissue, hand towels, bars of soap, and liquid soap except for such personal hygiene projects that will be included in the construction General Conditions/General Requirements such as porta-potties.

17. Maintenance or service costs.

18. Pension, health, vacation, sick leave, or other benefits for staff.

Reimbursements or payments for expenditures which are determined by the City to be unallowable must be immediately returned to the City. If not returned to the City promptly, City may withhold any unpaid amount from future City's future payment to CONSULTANT.

#### **§402 Disbursement**

##### **A. Disbursement**

The CONSULTANT shall submit periodic draw requests to BOE in conformance with the PAYMENT SCHEDULE. BOE will oversee construction approvals and approval of draw requests within 10 business days of receipt. CONSULTANT shall promptly provide to City for approval, any and all modifications or changes to the PAYMENT SCHEDULE. The disbursements shall cover expenses that are eligible and relate directly to the scope and intent of the project elements that will be in the public right-of-way or in other public property, in conformance with the PAYMENT SCHEDULE.

All payments shall be subject to withholding of retention as shown on the PAYMENT SCHEDULE. The method of payment will be as follows:

1. Initial Payment - The City shall issue the first initial payment to the Consultant upon execution of the Agreement and in conformance with the PAYMENT SCHEDULE as set forth in *Exhibit F*, subject to receipt of funds from the State and LA Metro and a written drawdown request (invoice) from CONSULTANT that includes evidence of the following:
  - a. Fulfillment of bond requirements established by the City. All bonds shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code Sections 11.47 *et seq.*, as amended from time to time;
  - b. Evidence of compliance with insurance requirements established by the City Administrative Officer; and,
  - c. Evidence of an active Business Tax Registration Certificate (BTRC) for CONSULTANT and the prime contractor hired by CONSULTANT, and,
  - d. Fulfilment of standard contracting provisions as set forth in Article 6 - General Terms and Conditions and Standard Contracting Provisions.
2. Periodic Payments - The CONSULTANT shall submit invoices, along with progress reports, and updated PAYMENT SCHEDULES for City's approval. Such progress report should include the scope of work that was completed since the last

disbursement, project delivery schedule, the use of the funds that was previously released including supporting documents, and the requested amount that will be required for the next disbursement. Should CONSULTANT fail to provide the required documents as set forth in this provision or the project has been delayed such that the disbursements will not be needed until a future date, the City may either withhold or reduce the payments to the CONSULTANT. The City shall notify the CONSULTANT within ten (10) business days of receipt if it will either withhold or reduce the payments. If the City does not notify CONSULTANT within ten (10) business days of receipt, then the entire invoice amount shall be eligible for payment, subject to receipt of funds from the State and LA Metro.

3. Payment Retention - All disbursements shall be subject to withholding of a retention as shown on the PAYMENT SCHEDULE until the CONSULTANT provides documentation to City showing that the Project has been completed to the City's satisfaction and upon meeting the following conditions:

- a. Payment of B-Permit fees;
- b. Submission of signed released forms from each artist involved, which will provide evidence that each artist has received full and fair compensation for the work and releases the City, LA Metro, the State, and Destination Crenshaw from any and all future liability (*Exhibit G*);
- c. Submittal of Professional Accountant certified and RMS certified proof of payments, including supporting backup documentation, for all project related costs;
- d. Submission of a Maintenance Plan for the improvements in the public right-of-way; and provide bi-weekly updates on Maintenance Plan status,
- e. Upon verification by BOE of the following:
  - i. That all employees of the prime contractor and all sub-contractors were paid appropriately (i.e. prevailing wage, living wage and/or minimum wage);
  - ii. The number of employees (i.e. prime contractor, all sub-contractors, artists and Destination Crenshaw staff) working on the Project that reside locally; and,
  - iii. Final close-out fiscal report as required by the City within forty-five (45) days of completion of the Project. The report should include the following:
    - Evidence from the applicable governmental agencies that the work was performed per required codes such as Notice of Completion, Certificate of Occupancy or Certificate of Completion, as appropriate, etc.;
    - A statement that the contracted work has been completed generally in accordance with the plans and specifications previously approved by the Department of Public Works and Building and Safety; and,
    - A statement indicating the use of the funds and final close-out fiscal report showing final expenditures, including supporting documents certified by professional accounting firm, RMS and Destination Crenshaw.

B. Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be required by CITY to

establish the amount of such invoices for allowable expenses. To expedite the approval process, the CONSULTANT is encouraged to submit draft invoices for review before submitting a final invoice. The submittal shall be certified by licensed accounting firm, RMS and Destination Crenshaw.

- C. During the term of the construction agreement, the CONSULTANT, with the cooperation of the General Contractor, shall, within five (5) working days after the close of the work week, submit to the City, all certifications, weekly payroll forms, employment utilization forms, code inspection reports, sign-offs, and other related documents that are required by the City. It is understood that failure to adhere to the reporting requirements may delay release of construction funds.

#### **§403 Limitation of Expenditures**

- A. The CONSULTANT shall not expend funds provided under this Agreement prior to the commencement of this Agreement unless specifically allowed hereunder, or subsequent to suspension or termination of this Agreement.
- B. Expenditure shall be made in conformance with the PAYMENT SCHEDULE, and shall meet criteria established for “allowable costs” under §401 of this Agreement.
- C. Expenditures shall be in direct support of the Project that is the subject of this Agreement. Expenditures for improvements that are on private property (such as facade improvements) shall require one of the following:
  - a. A finding of public benefit approved by the City Council prior to the expenditure of any funds on private property; and/or,
  - b. A comparable financial benefit provided to the City for any expenditure of funds. This benefit shall be confirmed in writing by BOE following consultation with the City Attorney prior to commitment to fund improvements on private property.
- D. Any payment of funds shall be used exclusively for the activities set forth under this Agreement and shall not be commingled with other funds from other sources administered by the CONSULTANT.

#### **§404 Return of Unexpended Funds and Close-outs**

- A. Funds granted by the City, determined by the City to be in excess of the amount actually required, shall be immediately returned to the City. If not returned to the City promptly, City may withhold any unpaid amount from future City’s future payment to CONSULTANT.
- B. On or before the date specified in §105 *Time of Performance* of this Agreement, the CONSULTANT shall submit to the City, a complete and accurate final close-out invoice of costs eligible for payment under this Agreement certified by professional accounting firm, RMS, Destination Crenshaw. Failure by the CONSULTANT to comply with this requirement may result in a unilateral close-out of this Agreement by the City, based on previous invoices filed with the City, and/or the imposition of sanctions as specified in *Article V - Remedies* of this Agreement.

#### **§405 Schedule of Payments**

The CONSULTANT, upon submittal of an acceptable invoice and required documents as set forth under the Disbursement section of *§402 Deposit and Disbursement*, shall be paid or reimbursed based upon the PAYMENT SCHEDULE as specified in *Exhibit F* or as amended by the City.

The CONSULTANT shall require the General Contractor to submit to the CONSULTANT, the Architect, and the City a Proposed Construction PAYMENT SCHEDULE and updated PAYMENT SCHEDULEs as described in *§608 Construction Subcontracts*.

#### **§406 Withheld Payments**

- A. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questionable expenditures or indebtedness to the City arising from past or present agreements between the City and the CONSULTANT. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.
- B. Payments to the CONSULTANT may be withheld by the City if the CONSULTANT fails to comply with the provisions of this Agreement.

#### **§407 Audits and Inspections**

At any time during normal business hours and as often as the City, State, or LA Metro may deem necessary, the CONSULTANT shall make available for examination and audit, all of its records that support all matters covered by the Agreement. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

#### **§408 Documentation of Construction Expenditures**

Construction expenditures shall be supported and verified by properly executed General Contractor and subcontractors' payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders or other accounting documents shall be clearly identified and readily accessible. The City may require additional substantiation of costs before making payment. All evidence of costs incurred or to be incurred shall identify or bear identification of the budget account to be charged.

#### **§409 Maintenance of Records**

- A. Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of three (3) years with the following qualifications:

1. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
  2. When records are requested and transferred to be maintained by the City, the 3-year retention requirement is not applicable to the CONSULTANT.
- B. The retention period starts from the date of the submission of the final expenditure report.
- C. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless written authorization to remove them is granted by the City.
- D. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

#### **§410 Reporting Requirement**

- A. At a minimum quarterly, and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information in both paper documents and electronic files, as the City may request pertaining to matters covered by this Agreement.
- B. For any exceptions to the provision of this Section, the CONSULTANT shall have obtained written approval from the City.
- C. If the CONSULTANT's reports or other documentation are not submitted as required, the City reserves the right to withhold payments to the CONSULTANT or to impose other sanctions, at the City's sole discretion.

#### **§411 Validity of Financial Documentation Submission**

Financial reports required to be prepared and submitted by the CONSULTANT to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the CONSULTANT secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the CONSULTANT and are not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to between the CONSULTANT and the City in a written agreement.

### **V. REMEDIES**

#### **§501 Breach**

- A. In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representations made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that it in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.
- B. The CONSULTANT's full compliance with the terms of this Agreement will have significant benefits to the City, and to the property and quality of life therein, through the preservation, provision, and protection of open spaces, park, community gathering areas for all residents, public art, and the planting of trees. Because such benefits exceed, to an immeasurable and unascertainable extent, the amount of public monies that the City furnishes under the provisions of this Agreement, the CONSULTANT agrees that payment by the CONSULTANT to the City of an amount equal to the amount of the monies disbursed under this Agreement by the City would be inadequate compensation to the City for any breach by the CONSULTANT of this Agreement. The CONSULTANT further agrees, therefore, that the appropriate remedy in the event of a breach by the CONSULTANT of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the City. Nothing in this Section shall limit in any way the City's legal or equitable remedies under this Agreement.

#### **§502 Defaults**

- A. Should the CONSULTANT fail for any reason(s) to comply with the contractual obligations of this Agreement, the City reserves the right to exercise any of the following remedies:
1. Reduce the total budget and funding to conform to the CONSULTANT's actual performance.
  2. Suspend project operations in accordance with *§504 Suspension* of the Agreement.
  3. Terminate the Agreement in accordance with *§505 Termination* of this Agreement.
  4. Recover spent funds.
  5. Assume the management of activities covered under this Agreement, either directly or by contract.
- B. The City shall provide written notice of default to the CONSULTANT as provided in this Agreement and the CONSULTANT shall have fifteen (15) calendar days to cure the default. In the event the CONSULTANT fails to cure the default within fifteen (15) calendar days, City may avail itself of all right or remedies available at law or equity,

including but not limited to those referred to in this Agreement. In the event the CONSULTANT commences to cure default which reasonably requires more than fifteen (15) days to cure and the CONSULTANT diligently pursues curing the default, the CONSULTANT will not be held in default so long as the CONSULTANT is diligently pursuing their actions to cure and completing the cure in a reasonable time period.

### **§503 Notices of Suspension or Termination**

In the event that this Agreement is suspended or terminated, the CONSULTANT shall immediately notify all affected employees and participants and shall notify in writing all other parties contracted under the terms of this Agreement within five (5) working days.

### **§504 Suspension**

- A. The City may suspend all or part of the project operations for failure of the CONSULTANT to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- B. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- C. Within five (5) working days, the CONSULTANT shall reply in writing setting forth the corrective actions which will be undertaken, subject to written approval.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the CONSULTANT is not fully insured in compliance with §619 *Insurance* of this Agreement. Performance shall not resume without the prior written approval of the City.

### **§505 Termination**

- A. The parties agree that at any time during the term of this Agreement, the City may terminate this Agreement or any part thereof for material breach as specified in §501 *Breach* of this Agreement, or as specified in §502 *Defaults* of this Agreement, for uncured default upon giving the CONSULTANT written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. In the event that the CONSULTANT ceases to operate (i.e., dissolution of business entity status, declaration of bankruptcy, etc.), the CONSULTANT shall provide to the City copies of all records relating to this Agreement.
- C. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the CONSULTANT for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

- D. The City may withhold any payment due to the CONSULTANT until such time as the exact amount of damages due to the City from the CONSULTANT is determined.

## **VI. GENERAL TERMS AND CONDITIONS AND CONTRACTING PROVISIONS**

### **§601 General**

The following specifically identified General Terms and Conditions, Conditions Precedent to Execution of the Contract, Requirements, Exhibits and Attachments, shall hereby be incorporated herein by reference, and the termination date of such specifically referenced items, and/or the date to which the requested items must remain in compliance with the terms of the referenced Agreement, for the sole purpose of this Agreement, shall be coterminous with the termination date of this Agreement, and any such amendments to extend the termination date as might be executed by the City and the CONSULTANT.

All items listed in *§102 Conditions Precedent to Execution of Contract* shall be kept current, and the City shall be notified of, or provided with, in accordance with the reporting requirement identified in *§104 Contract Administration and Representative of the Parties* herein, any changes to, updates of or non-compliance with, any below listed item.

### **§602 Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Agreement have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the CONSULTANT. The word "CONSULTANT" includes the party or parties identified in this Agreement. The singular shall include the plural and if there is more than one CONSULTANT, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **§603 Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONSULTANT shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Agreement with no additional compensation paid to the CONSULTANT.

In any action arising out of this Agreement, the CONSULTANT consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts

located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

#### **§604 Competitive Proposal Requirement**

- A. Upon the execution of Agreement, any new subcontracts entered into by the CONSULTANT exceeding the amount of One Hundred Thousand Dollars (\$100,000) shall be let only by competitive proposals, except where using a sole supplier of services or materials, which is justified and approved in advance by the City. The CONSULTANT shall submit to the City evidence that it has received a minimum of three (3) verifiable proposals for such subcontract and justification for selection of the successful proposer or documentation to support the fact of the sole supplier. Consideration shall be given to local proposers and/or proposers with a demonstrated record of hiring local workers. Records shall be maintained by the CONSULTANT showing the successful proposer or documentation to support the fact of the sole supplier. Records shall be maintained by the CONSULTANT showing the parties solicited and the proposals submitted.
- B. This section shall not apply to any subcontracts entered into with Artist(s) for artwork. Any subcontracts entered into with Artist(s) by the CONSULTANT shall comply with the bidding process set forth by the Department of Cultural Affairs.

#### **§605 Compliance with Prevailing Wages Laws**

The CONSULTANT warrants and certifies that in the performance of this Agreement, it shall comply and cause its contractors and subcontractors to comply with City and state laws related to the payment of prevailing wages for public works projects. Information concerning prevailing wages can be obtained from the Department of Public Works, Bureau of Contract Administration, (213) 847-2662. Monitoring of prevailing wages compliance will be conducted by BOE or the Bureau of Contract Administration's Office of Contract Compliance and shall be charged to the CONSULTANT at the rate set by the Bureau of Contract Administration. This charge shall be considered an allowable cost under this Agreement.

The provisions of the Labor Code of the State of California related to Public Works wages require the CONSULTANT to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the Agreement and to post a copy of the "General Prevailing Wage Rates" at the job site, at a conspicuous space available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California (DIR). Copies of those rates are on file in the Office of Contract Compliance, Bureau of Contract Administration, telephone (213) 473-2168.

Information regarding prevailing wage rates may be obtained from the Office of Policy,

Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 703-4774, Fax (415) 703-4771.

### **§606 Compliance with Statutes and Resolutions**

- A. The CONSULTANT warrants and certifies that in the performance of this Agreement, it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County and the City of Los Angeles, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment; the City's anti-discrimination provisions and Affirmative Action Plan; and abatement of Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP), including insuring that all personnel involved in the abatement or removal process of all ACMs and LBP will wear the necessary, legally-required protective clothing and respiratory gear and that the work done by properly licensed personnel. If during the course of this Agreement, the City receives or promulgates new or revised laws, regulations and/or procedures that apply to the performance of this Agreement, such data shall be submitted to the CONSULTANT for compliance thereto. These conditions shall be made an integral part of any subsequent amendment arising out of new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.
- B. Applicable statutes, rules, or regulations may include, but are not limited to, the following:
1. Clean Air Act, as amended (42 USC 1857, *et seq.*);
  2. Federal Pollution Control Act, as amended (33 USC 1251, *et seq.*);
  3. Title VI of the Civil Rights Act of 1964, (42 USC 2000d), and implementing regulations;
  4. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 USC 2000e), and implementing regulations;
  5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (29 USC 794), and implementing regulations issued at 45 CFR, Part 84;
  6. The Americans with Disabilities Act (ADA), PL 101-336 and all applicable regulations;
  7. The Age Discrimination Act of 1975, as amended, (42 USC 6101, *et seq.*) implementing regulations;
  8. City of Los Angeles Worker Retention and Living Wage Ordinance. Section 10.36 *et seq.*, and Section 10.37 *et seq.*, of the Los Angeles Administrative Code (LAAC).
  9. City of Los Angeles Equal Benefits Ordinance. Section 10.8.2.1 *et seq.*, of the Los Angeles Administrative Code.
  10. City of Los Angeles First Source Hiring Ordinance. Section 10.44 *et seq.*, of the Los Angeles Administrative Code
  11. City of Los Angeles Contractor Responsibility Ordinance. Section 10.40 *et seq.*, of the Los Angeles Administrative Code
  12. City of Los Angeles Slavery Disclosure Ordinance. Section 10.41 of the Los Angeles Administrative Code.

13. Iran Contracting Act of 2010 Compliance Affidavit.
14. City Contractors' Use of Criminal History for Consideration of Employment Applications.
15. Disclosure of Border Wall Contracting.
16. Disclosure of Contracts and Sponsorship of the National Rifle Association.

**§607 Conflict of Interest**

A. The CONSULTANT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the contractor or subcontractor; or where the selection of contractors or subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or partner, or organization has a financial interest in the subcontract;
2. The subcontractor is an entity or someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such persons would be prohibited by the California Political Reform Act, California Government Code Section 87100 *et seq.* If such person were a public officer, because such person would have a "financial or other interests" in the subcontract.

B. Definitions

1. The term "immediate family" includes but is not limited to those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, son-in-law, and daughter-in-law.
2. The term "financial or other interest" includes but is not limited to:
  - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
  - b. Any of the following interest in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity or membership on the board of director or governing body.

C. The CONSULTANT further covenants that no officer, director, employee, or agent

- shall solicit or accept gratuities, favors, anything of monetary value from an actual or potential subcontractor, supplier, a party to a sub-agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The CONSULTANT shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the CONSULTANT.
  - E. Prior to obtaining the City's approval of any subcontract, the CONSULTANT shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the CONSULTANT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
  - F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles and State of California regulations regarding conflict of interest.
  - G. The CONSULTANT warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
  - H. The CONSULTANT covenants that no member, officer or employee of the CONSULTANT shall have any interest, direct or indirect, in any contract or subcontract of the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
  - I. The CONSULTANT shall incorporate the foregoing Subsections of this Section into every agreement that it enters into in connection with this Project and shall substitute the term "subcontractor" for the term "CONTRACTOR" or "CONSULTANT."

#### **§608 Construction Subcontracts**

- A. If the CONSULTANT has already selected and entered into a contract with a construction subcontractor to assist in the performance of this Agreement prior to the execution of this Agreement, then the CONSULTANT shall obtain City's written approval within 10 business days from the date of execution of this Agreement.
- B. Applicable labor standard provisions including assurances that the construction subcontractor shall pay all his/her employees based upon prevailing wages and the General Conditions shall be a part of all construction subcontracts awarded pursuant to this Agreement.
- C. The construction subcontract shall require the construction subcontractor to comply with the provisions under §202 *Specific Requirements of the CONSULTANT*.
- D. Upon award of the construction subcontract, the construction subcontractor shall develop and submit to the CONSULTANT, the Architect, and the City a Proposed

PAYMENT SCHEDULE of Work for approval before starting the construction work. The Proposed PAYMENT SCHEDULE of Work shall describe in details the sequence of the construction activities, the dates, the locations, trades and number of workers, materials to be placed, and types of equipment to be used to complete the contract in the form of tabulations or scheduling charts.

- E. If the construction subcontractor desires to make a major change in the PAYMENT SCHEDULE after commencing, or if the PAYMENT SCHEDULE fails to reflect the actual progress, the construction subcontractor shall submit to the CONSULTANT, the Architect, and the City a revised PAYMENT SCHEDULE in advance of beginning revised operations.

### **§609 Subconsultant/subcontractor Services**

For any new subcontracts entered into after the execution of this Agreement, the CONSULTANT shall submit to the City the following items:

1. The solicitation for proposals, if required pursuant to Section 604 (or sole source justification).
2. The list of persons or firms to which the solicitation announcement was sent if required pursuant to Section 604.
3. A minimum of three proposals (if required pursuant to Section 604).
4. Specific reasons for the selection of the prospective subcontractor. A resume or job application which fully describes the subcontractor's previous experience, particularly as it relates to the services to be performed under the subcontract.
5. The proposed subcontract which includes the following:
  - a. Full description of the work activities that will be performed by the subcontractor.
  - b. The length of time the subcontractor will be retained.
  - c. The fee to be paid to the subcontractor indicating whether an hourly, rate, weekly rate, or job completion date is to be the basis for payment.

### **§610 Consultant Personnel**

- A. The CONSULTANT shall employ persons meeting the qualifications for those positions they hold.
- B. The CONSULTANT shall not use funds provided under this Agreement to pay salaries of its own employees. Notwithstanding the foregoing, with prior written approval from the City, the CONSULTANT may use funds provided under this Agreement to pay for labor costs for the CONSULTANT's own employees that perform maintenance design or construction services specifically for the Project.

C. Deviation of the foregoing limitations shall require written City approval before becoming effective.

**§611 Cost-Plus-a-Percentage-of-Cost-Subcontracting**

Under no circumstances shall the CONSULTANT enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

**§612 Effect of Legal Judgment**

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, conditions or provision herein contained.

**§613 Claims for Labor and Materials**

CONSULTANT shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by CONSULTANT hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Agreement.

**§614 Indemnification**

Except for the active negligence or willful misconduct of the City, State, LA Metro, or any of their boards, officers, agents, employees, assigns and successors in interest, the CONSULTANT shall defend, indemnify and hold harmless the City, State, LA Metro, and any of their boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, State, LA Metro, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the CONSULTANT's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONSULTANT, subcontractors of any tier, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City, State, and LA Metro provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

### **§615 Intellectual Property Indemnification**

The CONSULTANT, at its own expense, shall defend, indemnify, and hold harmless the City, State, and LA Metro and any of their boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, State, and LA Metro including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONSULTANT, or its Subcontractors, in performing the work under this Agreement; or (2) as a result of the City's actual or intended use of any Work Product (as defined in §618 *Ownership and License*) furnished by the CONSULTANT, or its subcontractors of any tier, under this Agreement. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

### **§616 Intellectual Property Warranty**

The CONSULTANT represents and warrants that its performance of all obligations under this Agreement does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

### **§617 Ownership and License**

Unless otherwise provided for herein and except for any architectural works associated with the Project, all finished and unfinished artworks, tangible or not, created under this Agreement (each a "Work Product"; collectively "Work Products") are covered under a separate contract between the CONSULTANT and the Artist. That separate contract includes provisions regarding goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products.

CONSULTANT shall comply with the Revocable Permit Conditions for the Project and bear any costs in order to comply. In the event that artwork is removed or damaged in the public right of way, CONSULTANT shall maintain or repair the artwork at no cost to the City. If CONSULTANT chooses to remove physical artwork (i.e. exhibit or sculpture), then the structure shall be removed and the right-of-way restored as per instructions included in the Revocable Permit. CONSULTANT shall provide the City at least 60 days notice prior to removal of any physical artwork associated with the Project.

While any artwork is installed in the public right of way or on other public property, the

City shall have a non-exclusive license to reproduce the artwork for any noncommercial use.

### **§618 Data Protection**

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

### **§619 Insurance**

During the term of this Agreement and without limiting the CONSULTANT’s obligation to indemnify, hold harmless and defend the City, State, and LA Metro, the CONSULTANT shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (*Exhibit B – Insurance Requirements* attached hereto). The insurance must: (1) conform to the City’s requirements; (2) comply with the Insurance Contractual Requirements (*Exhibit B* attached hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONSULTANT shall comply with all Insurance Contractual Requirements shown on *Exhibit B* hereto and made a part of this Agreement. The provisions of this Section 619 shall survive the expiration of this Agreement with regard to matters relating to Section 201(C) - Crenshaw Boulevard Parking Lots and Pocket Parks.

### **§620 Limitations of Corporate Acts**

The CONSULTANT shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under §106 *Compensation* herein or take any other steps which may materially affect the performance of this

Agreement without first notifying the City in writing. The CONSULTANT shall notify the City immediately in writing of any change in the CONSULTANT's organizational name.

#### **§621 Limitations of Expenditures**

- A. The CONSULTANT shall not expend funds provided under this Agreement prior to the commencement of this Agreement, during suspension or subsequent to termination of this Agreement.
- B. Expenditures shall be made in conformance with the City approved PAYMENT SCHEDULE, and shall meet criteria established for allowable costs under §401 *Allowable and Unallowable Costs* of this Agreement.

#### **§622 Lobbying Prohibited**

- A. None of the funds provided under this Agreement shall be used for any purpose designed to support or defeat any pending legislation or administrative regulation.
- B. The CONSULTANT and its subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any disclosure form previously filed by the CONSULTANT.

#### **§623 Mandatory Provisions Pertaining to Non-Discrimination in Employment**

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

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

Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

**§624 Participation of Minority, Women and Other Business Enterprises**

To the fullest extent possible in the administration of this Agreement, CONSULTANT agrees to provide opportunities for minority owned, women and other businesses enterprises to participate in procurements under this Agreement.

**§625 Permits**

The CONSULTANT and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the CONSULTANT's performance of this Agreement and shall pay any fees required therefore. The CONSULTANT shall immediately notify within two (2) business days, the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONSULTANT's performance of this Agreement.

**§626 Los Angeles City Business Tax Registration Certificate Required**

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

**§627 Political Activity Prohibited**

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**§628 Assignment and Delegation**

The CONSULTANT may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights under this Agreement, including the right to payment; or,
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

**§629 Prohibition of Legal Procedures**

The CONSULTANT is prohibited from using the funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against the City or their official representatives.

### **§630 Public Information**

In all communications with the press, television, radio or any other means of communicating with the general community as deemed appropriate by Destination Crenshaw, the Agreement shall make specific reference to the City of Los Angeles, LA Metro, and State as a/the sponsoring agency of the Project.

### **§631 Restriction on Disbursements**

No money received pursuant to this Agreement by the CONSULTANT shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable General Contract Conditions as set forth in *Part VI GENERAL TERMS AND CONDITIONS* of the Agreement and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

### **§632 Confidentiality**

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

### **§633 Subcontracts**

- A. For the purpose of this Agreement, subcontracts shall include, but not be limited to, third party agreements, consultant services subcontracts, and subcontracts.
- B. Subcontracts entered into in the performance of this Agreement shall:
  1. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement. These provisions include, but are not limited to the following
    - a. §623 Mandatory Provisions Pertaining to Non-Discrimination in Employment
    - b. §640 Child Support Assignment Orders
    - c. §641 Living Wage Ordinance
    - d. §642 Worker Retention Ordinance
    - e. §644 Contractor Responsibility Ordinance
    - f. §645 Iran Contracting Act of 2010
    - g. §653 Consultant's Use of Criminal History for Consideration of

### Employment Applications

2. Specifically prohibit assignment or transfer of interest without prior written approval by the City.
  3. Specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
- C. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City prior to payment.

### §634 Amendments

Either party may request an amendment to this Agreement. Amendments to this Agreement must be mutually agreed in writing and properly executed by both the City and the CONSULTANT.

### §635 Waivers

- A. Waivers of any provision of this Agreement must be in writing and signed by the appropriate authorities of the City or the CONSULTANT.
- B. A waiver of a default of any part, term or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

### §636 Complete Agreement

This Agreement and the exhibits incorporated herein by reference contain the full and complete agreement between the two parties. No verbal Agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

### §637 Number of Originals and Exhibits and Counterparts

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

### §638 Severability

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby,

and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

### **§639 Excusable Delays**

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

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

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

### **§640 Child Support Assignment Orders**

The CONSULTANT shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONSULTANT shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONSULTANT to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this Agreement. Failure of the CONSULTANT or principal owner to cure the default within 90 days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

### **§641 Living Wage Ordinance**

The CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37

*et seq.*, as amended from time to time. The CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

#### **§642 Worker Retention Ordinance**

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

#### **§643 Access and Accommodations**

The CONSULTANT represents and certifies that:

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

The CONSULTANT understands that the City is relying upon these certifications and representations as a condition to funding this Agreement. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

#### **§644 Contractor Responsibility Ordinance**

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

#### **§645 Iran Contracting Act of 2010**

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

#### **§646 Warranty and Responsibility of Consultant**

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

#### **§647 Slavery Disclosure Ordinance**

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

#### **§648 Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Agreement is valued at \$100,000 or more and requires approval by an elected City office, the CONSULTANT, CONSULTANT's principals defined in LAMC 49.7.35, and CONSULTANT's Subcontractors expected to receive at least \$100,000 for performance under the Agreement, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Agreement and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after this Agreement is signed. Additionally, a CONSULTANT subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Agreement:

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

You are a subcontractor on City of Los Angeles Contract  
#\_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section  
470(c)(12) and related ordinances, you and your principals are prohibited  
from making campaign contributions to and fundraising for certain elected  
City of Los Angeles ("CITY") officials and candidates for elected CITY office

for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

#### **§649 Limitation of City’s Obligation to Make Payment to Consultant**

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the CONSULTANT unless the City has received State or LA Metro funds from equal to or in excess of its obligation to make any payments as provided in this Agreement. The CONSULTANT agrees that any services provided by the CONSULTANT, purchases made by the CONSULTANT or expenses incurred by the CONSULTANT in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The CONSULTANT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

#### **§650 Compliance with Identity Theft Laws and Payment Card Data Security Standards**

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

#### **§651 Compliance with California Public Resources Code Section 5164**

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

If applicable, the CONSULTANT shall comply with California Public Resources Code

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

#### **§652 Possessory Interests Tax**

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

#### **§653 City Contractors' Use of Criminal History for Consideration of Employment Applications**

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

#### **§654 Disclosure of Border Wall Contracting Ordinance**

CONSULTANT shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' City may terminate this Agreement at any time if City determines that CONSULTANT failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

#### **§655 Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance**

Not Used.

#### **§656 First Source Hiring Ordinance**

CONSULTANT shall comply with the First Source Hiring Ordinance, Los Angeles Administrative Code Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

#### **§657 Best Terms**

Throughout the term of this Agreement, Consultant, shall offer CITY the best terms, prices, and discounts that are offered to any of Consultant's customers for similar goods and services provided under this Contract.

**§658 Contractor Data Reporting**

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

**[Signature page follows.]**

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES,  
a Municipal Corporation

DESTINATION CRENSHAW

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
Ted Allen  
City Engineer

By: \_\_\_\_\_  
Jason W. Foster  
Destination Crenshaw

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

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

By: \_\_\_\_\_  
Aura Garcia  
President, Board of Public Works

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

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

ATTEST:  
HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
DANIEL KREINBRING  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

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

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

- City Business License Number \_\_\_\_\_
- Internal Revenue Service Taxpayer Identification Number \_\_\_\_\_
- Agreement Number           C-134516



1. CITY CLERK FOR PLACEMENT ON NEXT/  
REGULAR COUNCIL AGENDA TO BE POSTED #52

### MOTION

I MOVE that \$2,000,000 be transferred / appropriated from AB1290 Fund No. 53P, Account No. 281208 (CD 8 Redevelopment Projects – Services) to Engineering Special Services Fund No. 682-50, new account entitled "Destination Crenshaw – AB1290" for the Destination Crenshaw Project in Council District 8.

I FURTHER MOVE that the Bureau of Engineering be authorized to make any corrections, clarifications or revisions to the above fund transfer instructions including any new instructions, in order to effectuate the intent of this Motion, and including any corrections and changes to fund or account numbers; said corrections / clarifications / changes may be made orally, electronically or by any other means.

I FURTHER MOVE that the Bureau of Engineering be instructed and authorized to prepare, process and execute the necessary documents with and/or payments to Destination Crenshaw, or any other agency or organization, as appropriate, utilizing the above amount, for the above purpose, subject to the approval of the City Attorney as to form.



PRESENTED BY:

MARQUEECE HARRIS-DAWSON  
Councilmember, 8<sup>th</sup> District



SECONDED BY:

ORIGINAL

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MAY 29 2024

**DESTINATION  
CRENSHAW**

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FROM: Jason Foster, Destination Crenshaw  
TO: City of Los Angeles, Bureau of Engineering  
CC: Russ McDaniel, Destination Crenshaw Owner's Representative  
DATE: May 22, 2024  
RE: AB1290 - Justification of funds allocation

Destination Crenshaw is requesting that the Bureau of Engineering provide additional funding in the amount of \$2,000,000 per the guidelines stipulated under Council District AB1290. We believe this is consistent with the objectives and include projects beautifying the city, serving the needs of the community, and bettering the lives of CD8 residents and all Angelenos.

Our request is based on the direct project costs that have arisen in many areas, not limited to the following:

- Requirement for construction on and near Crenshaw Boulevard to be overseen by the Major Transit And Transportation Construction Traffic Management Committee (TCTMC). This distinction requires additional levels of scrutiny and planning, resulting in complex road closure plans (above and beyond similar project types), systems, and staffing personnel. Additional time is required to prepare plans for the committee and work through the approval process that takes many months of coordination and expense.
- Costs associated with TCTMC have direct project costs of \$2,214,345.95 and fees of \$1,945,131.
  - Extensive use of K-Rail, fencing, and required labor - \$795,506.
  - Traffic control design consulting - \$50,000.
  - Traffic control Implementation work crews and equipment - \$1,368,839.95
  - TCTMC Traffic Management fees actual & estimate - \$1,945,131.

As identified above, Destination Crenshaw requests an acceptance of payment allocation for the following areas: K-Rail and fencing, Traffic control plans and implementation, and Traffic Management fees.

We're happy to schedule a meeting with you if you require more information or details. Feel free to reach out to me with any questions/comments that arise.



Jason Foster  
President & COO  
Destination Crenshaw



**California Public Utilities Commission  
Local Agency Technical Assistance Program**

**CONSENT FORM  
Acknowledgement and Acceptance of Terms**

Applicant Name: City of Los Angeles - Bureau of Street Lighting (LA-BSL)

Key Project Contact: Dan Caroselli

The Grantee identified above acknowledges receipt of the California Public Utilities Commission Resolution T-\_\_\_\_\_ or Award Letter Dated 11/23/22 and agrees to comply with all grant terms, conditions, and requirements set forth in the Resolution or Approval Letter including those in the Local Agency Technical Assistance Rules.

Undersigned representative of LA-BSL [Name of Grantee] is duly authorized to execute this Consent Form on behalf of the Grantee and to bind the Grantee to the terms, conditions, and requirements set forth in California Public Utilities Commission Resolution T-\_\_\_\_\_ or Award Letter.

Dated this 15 day of December, 2022.

Signature of Local Agency/Tribe:



Title Executive Director and General Manager, Bureau of Street Lighting

Printed Name Miguel Sangalang

Organization or Name of Local Agency or Tribe:

City of Los Angeles - Bureau of Street Lighting

Business Address (include street address, suite/apt. number, city, state, and ZIP Code):

\_\_\_\_\_

Telephone Number: 1149 South Broadway, Ste 200, Los Angeles, CA 90015

Email Address: miguel.sangalang@lacity.org



PUBLIC UTILITIES COMMISSION  
STATE OF CALIFORNIA  
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102  
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

November 23, 2022

Dan Caroselli,  
[dan.caroselli@lacity.org](mailto:dan.caroselli@lacity.org)  
City of Los Angeles, Bureau of Street Lightening

Dear Dan Caroselli,

Congratulations! The California Public Utilities Commission is pleased to inform you that the City of Los Angeles-Bureau of Street Lighting (LA-BSL) application for Local Agency Technical Assistance grant funding for LA-BSL Destination Crenshaw – Digital Equity Zone project in the amount of up to \$150,000.00 has been approved.

Pursuant to Decision (D.) 22-02-026, Staff is authorized to approve applications that meet all the criteria for Ministerial Review. Your application was received on September 1, 2022 and was posted on the CPUC's Local Agency Technical Assistance webpage. Staff reviewed your application and determined that your application is eligible for a grant and meets eligibility criteria for Ministerial Review.

The award is predicated on the LA-BSL's agreement to provide technical assistance as detailed in its application. In its application, the LA-BSL agreed to comply with the specified Ministerial Review criteria as well as to fulfill all requirements, guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026 including but not limited to execution and performance, payment, reporting and award acceptance requirements listed in Attachments 1 and 2 of this letter. Please sign and submit the following: 1. A Consent Form binding your organization to the terms of the grant and 2. A State of California Government Agency Tax Payer ID Form for tax reporting purposes. **You must submit these documents within 30 days of the date of this letter. If you do not, this award is void.**

Thank you for your application and please direct any questions to **Brewster Fong** ([Brewster.Fong@cpuc.ca.gov](mailto:Brewster.Fong@cpuc.ca.gov)). and/or refer to the Grantee Administrative Manual, available at <https://bit.ly/CPUCLATA>.

We appreciate your efforts to provide service to our fellow Californians.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Osborn".

Robert Osborn  
Director  
Communications Division

## **ATTACHMENT 1**

### **Requirements**

The grant award is predicated on the LA-BSL's agreement to provide technical assistance as detailed in its application. In its application, the LA-BSL agreed and attested to comply with the specified Ministerial Review criteria as well as fulfilling all requirements guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026, including but not limited to execution and performance, payment, reporting and award acceptance requirements. Key requirements of Local Agency Technical grant include, among others:

- All costs are related to the development of broadband network deployment projects to benefit unserved or underserved Californians. These projects may include, but are not limited to, the costs of joint powers authority formation, environmental studies, network design, and engineering study expenses.
- Grant may not exceed \$500,000 per local agency, per fiscal year
- A signed affidavit agreeing to comply with the terms, conditions and requirements of the grant and submits to the jurisdiction of the Commission with respect to the disbursement and administration of the grant as well as applicable state and federal rules concerning broadband services.
- Grantee must sign a Consent Form agreeing to the terms stated in the award letter as well as all Local Agency Technical Assistance Rules and Requirements, Guidelines and Application Materials in D.22-06-026.
- Grantee must complete the reimbursable work product within 24 months.
- Grantee must provide Staff a copy of the final reimbursable work product.

### **Reporting**

The grant award is contingent upon fulfilling the reporting requirements per D.22-06-026, Attachment 1. SB 156 requires grantees to fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if they are using a licensed contractor or subcontractor\* to undertake a contract or subcontract in excess of twenty-five thousand dollars (\$25,000). The Commission is required to post that information on its website. Specifically, SB 156 requires the following to be reported to the Commission on a monthly basis:

- The name and contractor's license number of each licensed contractor and subcontractor undertaking a contract or subcontract in excess of twenty-five thousand dollars (\$25,000) to perform work on a project funded or financed pursuant to this section.
- The location where a contractor or subcontractor described in subparagraph (A) will be performing that work.
- The anticipated dates when that work will be performed.

\*Licensed contractor or subcontractor means any contractor that holds a California state license through the contractor's state license board (<https://www.cslb.ca.gov/>).

### **Post-completion**

Upon completion of the reimbursable work product and before final payment, Grantees must:

- Provide a signed completion form stating the technical assistance work has been completed suitable to be posted on the Commission's webpage. The signed completion form must be provided prior to final payment and must include a short summary of the reimbursable work product(s) performed under the contract, including demonstration that the reimbursable work product(s) identify broadband infrastructure deployment projects that will help achieve the

CALIFORNIA PUBLIC UTILITIES COMMISSION

CASF deployment goal, and identification of the area(s) where the applicant intends to deploy broadband based on the reimbursable work product(s).

- Provide a copy of each reimbursable work product's final report(s), plans, studies, etc. produced under the contract.

**Payment**

Payment will be made directly to the local agency as the grant recipient. Local agency grantees may request partial reimbursement if they complete one or more of the approved reimbursable work products prior to completion of other reimbursable work products approved in the same grant authorization. Payment will be based upon receipt and approval of an invoice(s) submitted by the local agency showing the expenditures incurred for the reimbursable work product, along with the reimbursable work product final report/study/joint powers agreement, etc., and the completion reporting required above. The invoice(s) must be supported by documentation including but not limited to the actual cost of labor and any other expense that will be recovered by the grant.

To the extent that any portion of an award was used to reimburse a local agency for administrative costs associated with securing or completing a reimbursable work product, the local agency must submit an itemized accounting of such costs, demonstrating the total requested for reimbursement does not exceed 15 percent of the total authorized award. If any portion of reimbursement is found to be out of compliance, grantees will be responsible for refunding any disallowed amount along with appropriate interest rates determined in accordance with applicable Commission decisions. Grantees are required to maintain records such as files, invoices, and other related documentation for five years after final payment. Grantees shall make these records and invoices available to the Commission upon request and agree that these records are subject to a financial audit by the Commission at any time within five years after the final payment made to a grantee.

**Execution and Performance**

The LA-BSL must complete the project within the 24-month timeframe in accordance with the terms of approval granted by the Commission. If the Grantee is unable to complete project within the 24-month timeframe, it must notify the Commission or Director of Communications Division as soon as it becomes aware of this prospect. The Commission may reduce or withhold payment for failure to satisfy this requirement. In the event that the Grantee or contractor fails to complete the work in accordance with the approval granted by the Commission, and as described in its application and contract, the Grantee must reimburse some or all of the funds it has received.

The LA-BSL must sign and submit the linked Consent Form agreeing to the terms of the award **within 30 calendar days from the date of this letter**. Failure to submit the Consent Form within the timeframe required, the CPUC will deem the grant or award null and void.

The LA-BSL must communicate in writing to the Communications Division's Director regarding any changes to the substantive terms and conditions underlying the Commission's approval of the grant (such as changes to a reimbursable work product contract, work plan or budget) at least 30 days before the anticipated. Substantive changes may require approval by either the Communications Division Director or by Commission Resolution before becoming effective.

The Commission has the right to conduct any necessary audit, verification, and discovery for work proposed or completed under the technical assistance to ensure that funds are spent in accordance with Commission rules and with the terms of approval by the Commission.

**Attachment 2**

CALIFORNIA PUBLIC UTILITIES COMMISSION

Local Agency Broadband Technical Assistance  
Reporting Requirements and Guidelines  
Version October 2022

The Local Agency Technical Assistance program provides grants for eligible pre-construction work which facilitates the construction of broadband network projects. When the California Public Utilities Commission (CPUC) established the technical assistance grant program, the program was funded with American Rescue Plan Act monies administered by the U.S. Treasury. The source of technical assistance funding has changed. This guidance outlines grantee reporting.

The Commission issued Decision (D.) 22-02-026 establishing program requirements for the Local Agency Technical Assistance Grant Program.

Grantees must file **quarterly** progress reports to the Commission with the below information.

*Narrative Project Information*

- 1.1 The counties, cities and census designated places where households, businesses, and community anchor institutions are planned to be served by the broadband project.
- 1.2 Confirmation that the technical assistance is designed to support projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
- 1.3 Statement of intention about the pricing plans for projects that the technical assistance will support, such as offering of affordable plan or low-income plan subsidized with other funding (ACP).
- 1.4 Information on broadband need in the project area.
- 1.5 Statement describing the community benefits of broadband technical assistance.

*Detailed Project Information*

- 2.1 Individual work products granted by the program.
  - o Dollars/hours expended per task/work product.
- 2.2 Estimated construction start date (month/year).
- 2.3 Estimated construction completion date (month/year).
- 2.4 Estimated initiation of operations date (month/year).
- 2.5 Planned project technology type(s):
  - o Fiber
  - o Coaxial Cable
  - o Terrestrial Fixed Wireless
  - o Other (specify)
- 2.6 Estimated total miles of fiber to be deployed.
- 2.7 Planned number of locations to be served, broken out by type:
  - o Residential locations
  - o Business connections
  - o Community anchor institutions
- 2.8 Planned non-promotional prices including associated fees, speed tiers, and data allowance for each speed tier.
- 2.9 Other data on broadband need, by location.

Submission

To assist grantees with the filing of quarterly progress reports to the Commission, a sample of the reporting requirements is found in Attachment A of this document.

Planned project information listed in Attachment A should be submitted on a quarterly basis to the Commission's email at [StatewideBroadband@cpuc.ca.gov](mailto:StatewideBroadband@cpuc.ca.gov). Grantees need to include in the email subject line:

1. Application Name

CALIFORNIA PUBLIC UTILITIES COMMISSION

2. Project Name
3. The Reporting Quarter/Month

Updated quarterly project submissions are required to be sent by the due dates shown below. Grantees are responsible for contacting the Commission at [StatewideBroadband@cpuc.ca.gov](mailto:StatewideBroadband@cpuc.ca.gov), if the information cannot be submitted on time.

Reporting Period	Project Information Due to CPUC
October 1 – December 31, 2022	January 2, 2023
January 1 – March 31, 2023	April 1, 2023
April 1 – June 30, 2023	July 1, 2023
July 1 – September 30, 2023	October 1, 2023
October 1 – December 31, 2023	January 2, 2024
January 1 – March 31, 2024	April 1, 2024
April 1 – June 30, 2024	July 1, 2024
July 1 – September 30, 2024	October 1, 2024
October 1 – December 31, 2024	January 2, 2025
January 1 – March 31, 2025	April 1, 2025
April 1 – June 30, 2025	July 1, 2025
July 1 – September 30, 2025	October 1, 2025
October 1 – December 31, 2025	January 2, 2026
January 1 – March 31, 2026	April 1, 2026
April 1 – June 30, 2026	July 1, 2026
July 1 – September 30, 2026	October 1, 2026
October 1 – December 31, 2026	February 1, 2027

Additional Information

Reporting requirements and guidelines are subject to change, and CPUC or the Commission may define additional requirements on CPUC's [website](#).

These requirements, in spreadsheet format, are available at: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/technical-assistance-reporting-requirements-oct-2022.pdf>

June 22, 2022

Jason Foster  
Destination Crenshaw  
sent via email to [jason@destinationcrenshaw.la](mailto:jason@destinationcrenshaw.la)

Dear Mr. Foster,

HR&A is pleased to submit this draft scope of work to support Destination Crenshaw in its effort to design and deploy first-class fiber broadband infrastructure in the Crenshaw District. Destination Crenshaw's planned capital improvements present an ideal time to reimagine the neighborhood's digital infrastructure, and the State's Last-Mile Federal Funding Account offers a rare opportunity to jumpstart project implementation with public funds.

We believe HR&A can support your work in three ways:

- 1. Developing a project plan.** Preparing a detailed analysis of the Crenshaw District's existing broadband infrastructure—identifying areas of greatest need and obstacles to internet access.
- 2. Identifying the right partners.** Soliciting a private partner to design and construct an open-access fiber-network.
- 3. Supporting grant applications.** Synthesizing project plans into a compelling grant applications for the Local Agency Technical Assistance grant and the Last Mile Federal Funding Account grant.

## SCOPE OF WORK

Phase One: Developing a Project Plan

### Task 1.1 Project Kickoff

*Goal* Align on project objectives and workplan

HR&A will facilitate a virtual kickoff meeting with Destination Crenshaw to define project objectives and set expectations for the project workplan. During the meeting we will:

- Confirm objectives, workplan, deliverables, and timeline for each phase of work;
- Receive a briefing on Destination Crenshaw's work to date, including history, project vision and goals, and existing operations;
- Confirm a process for regular team check-ins and discuss timing for a site visit.

HR&A will share an agenda ahead of the workshop to guide the discussion and follow the session with a data request.

*Deliverable* Project kickoff workshop

*Timing* Week 1

**Task 1.2 Existing Infrastructure Analysis**

*Goal Present a holistic understanding of existing broadband infrastructure in the Crenshaw District*

As part of the Last-Mile Funding Account Application, HR&A will compile quantitative and qualitative data to present a holistic analysis of existing broadband infrastructure within five miles of the Crenshaw District. Data will include:

- all existing commercial and residential ISPs and their current service offerings;
- available middle- and last-mile deployment infrastructure including open access dark- and lit-fiber, available cell towers, small cells, data centers, or fiber Points of Presence;

Existing infrastructure will be compiled into an interactive GIS map.

*Deliverable Existing broadband infrastructure GIS map and memo*

*Timing Weeks 2 - 5*

**Task 1.3 Define Project Area**

*Goal Present a compelling case for broadband needs in the Crenshaw District*

Building on data collected in Task 1.2, HR&A will develop the case for broadband investment in the Crenshaw District. Our work will start by defining the Project Area. According to the CPUC’s Rulemaking, Last-Mile funds will be dedicated to the “priority areas” defined by the CPUC. However, applicants are invited to propose revisions to the CPUC’s priority areas map—if they also provide a compelling case for broadband need.

Using the CPUC’s published priority areas as a starting point, HR&A will analyze publicly available data sources—including the American Community Survey and crowdsourced speed test data—to determine if Destination Crenshaw should propose a revision to the CPUC’s map boundaries. If Destination Crenshaw seeks a revision, HR&A could build a location-level GIS-database reporting broadband access (both residential and commercial) at each location in the revised boundary area. To gather location-level data we would:

- try to gain access to LAUSD’s location-level broadband data collected throughout the pandemic.
- design a survey of residents and businesses in the revised boundary area for Destination Crenshaw to administer. The survey will assess current conditions, as they are experienced by community members, in access to broadband and quality of internet service—as well as access to devices, and software, digital skills, and technology utilization. HR&A would provide the survey instrument, and Destination Crenshaw would work to solicit responses throughout a four-week time period.

The level of effort required to compile the location-specific data requested by the CPUC could be significant; thus, we will only begin effort on this task following the publication of the CPUC’s priority area map.

Once the Project Area has been defined by HR&A and approved by the Destination Crenshaw team, HR&A will aggregate additional data required in the CPUC grant application including maps of project boundary area, project location data, and median income data.

*Deliverable GIS Map of Project Area, Location Data, and Median Incomes; as necessary, HR&A will also provide a rationale for the priority area revision and data to support the revision request*

*Timing Weeks 2 - 9*

## Phase Two: Identifying the Right Partners

### **Task 2.1 Partnership Strategy & Political Alignment Workshop**

*Goal Determine strategies for partnership solicitation and political stakeholder briefings*

The Last-Mile Funding Account grant application requires a specific project plan that includes a detailed system-level design, deployment schedule, bill of materials, and five-year business plan. There are a variety of partnership models Destination Crenshaw could deploy to obtain a detailed project plan – each with their pros and cons. HR&A will facilitate a workshop to discuss each of these models with the Destination Crenshaw team, presenting relevant case studies and potential next steps. HR&A will also facilitate a discussion of the project’s guiding principles and potential tradeoffs that will inform partner selection. In addition, HR&A will landscape the project’s relevant political stakeholders and use this workshop to discuss how best to inform and leverage political leadership including—developing talking points, aligning roles and responsibilities, and identifying a project champion.

*Deliverable Partnership strategy and political alignment workshop*

*Timing Week 4*

### **Task 2.2 Partnership Solicitation**

*Goal Identify a project implementation partner*

Following agreement on partnership strategy, HR&A will conduct a competitive solicitation of potential private partners which could include network engineering consultants, managed service providers, and/or internet service providers. HR&A will draft a Request for Proposal solicitation that reflects Destination Crenshaw’s goals and proposed partnership terms and circulate that scope of work with qualified private partners. Following receipt of proposals, HR&A will draft an evaluation matrix to assist the Destination Crenshaw team in its evaluation process.

*Deliverables Final Request for Proposal and proposal evaluation matrix*

*Timing Weeks 4 – 16*

## Phase Three: Support Grant Applications

### **Task 3.1 Local Agency Technical Assistance (LATA) Grant Support**

*Goal Prepare supporting documents for the Local Agency Technical Assistance grant application*

At the project’s onset, HR&A will partner with the California Community Foundation to prepare supporting documents for the LATA grant application to be filed by CCF. HR&A contributions will include:

- A project summary that includes: 1) confirmation that project will address disparities in access; 2) confirmation that project infrastructure that will deliver 100 Mbps symmetrical speeds; and 3) confirmation the project will be completed within 24 months
- Proposed contract with HR&A’s scope of work, detailed cost estimate, and project timeline
- Description of reimbursable work product

*Deliverable Grant application support documents listed above*

*Timing Weeks 1 - 3*

**Task 3.2 Last-Mile Federal Funding Account Grant Support**

*Goal Prepare project plan components for the Last Mile Federal Account grant application.*

HR&A will work with the selected private partner to develop the project design to directly respond to the grant application requirements, this will include:

- Drafting the Project Summary
- Soliciting letters of support from government agencies and community organizations
- Providing a description of the project’s proposed funding and financing
- Vetting the proposed business plan

*Deliverable Completed project summary*

*Timing Weeks 16 - 20*

**Task 3.3 Last-Mile Federal Funding Account Grant Coordination**

*Goal Ensure timely submission of CPUC Last-Mile Federal Funding Account grant application*

HR&A will coordinate with all team members to compile all requirements for the Federal Funding Account grant application—listed in the table below. HR&A will review each component for completeness and accuracy, while ensuring the project is positioned for maximum potential of success. HR&A will also partner with California Community Foundation’s grant writing team to ensure the application is submitted on time.

**Overview of Last-Mile Federal Funding Account Application Requirements**

Item #	Description	Task #	Lead
1	Project Summary	3.2	HR&A
2	Applicant Entity Information	n/a	Destination Crenshaw
3	Description of Current Broadband Infrastructure	1.2	HR&A
4	Project Location Data	1.3	HR&A
5	Median Income	1.3	HR&A
6	Project Eligibility	1.3	HR&A
7	Deployment Schedule	n/a	Partner
8	Proposed Project Expenditures	n/a	Partner
9	Economic Life of All Assets to be Funded	n/a	Partner
10	Letter of Credit Requirement	n/a	Destination Crenshaw
11	Pricing Commitment	n/a	Partner
12	Marketing/Outreach Plan	n/a	Partner
13	Government and Community Support	3.2	HR&A + Destination Crenshaw
14	Funding Sources	3.2	HR&A
15	Financial Qualifications	n/a	Destination Crenshaw
16	Project Viability	3.2	HR&A + Partner
17	Providing Voice Service	n/a	Partner
18	CEQA Attestation	n/a	Partner
19	Affidavit	n/a	Destination Crenshaw

*Deliverables Submitted grant application*

*Timing Weeks 16 - 20*

**BUDGET & TIMELINE**

We propose to complete the above scope of services for a fixed-fee of **\$150,000** to be completed, over a period of **20 weeks**, depending on the amount of iteration necessary and the responsiveness of the client team, selected project partner, and other required team members. Throughout the project, we plan to meet biweekly with the core client team to discuss ongoing project progress and tee-up decision points. We request payment of \$25,000 at project commencement, \$50,000 following completion of Phase 1, \$50,000 following completion of Phase 2, and the remaining \$25,000 following the completion of Phase 3.

Sincerely,



Danny Fuchs,  
Managing Partner  
HR&A Advisors, Inc.

ACCEPTED FOR DESTINATION CRENSHAW

Berlinda Fontenot-Jamerson  
BY: Berlinda Fontenot-Jamerson (Jul 11, 2022 21:02 PDT)  
(signature)

NAME: Berlinda Fontenot-Jamerson

TITLE: Chair, Board of Directors

DATE: Jul 11, 2022

# Destination Crenshaw - HR&A Proposal - Digital Equity

Final Audit Report

2022-07-12

Created:	2022-07-11
By:	Jason Foster (jason@destinationcrenshaw.la)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPZ9fNLBu1irHyw2wMI0CsWX40PRrJw6w

## "Destination Crenshaw - HR&A Proposal - Digital Equity" History

-  Document created by Jason Foster (jason@destinationcrenshaw.la)  
2022-07-11 - 11:55:30 PM GMT- IP address: 76.91.206.168
-  Document emailed to bjamerson@pacbell.net for signature  
2022-07-11 - 11:56:34 PM GMT
-  Email sent to bjamerson@pacbell.net bounced and could not be delivered  
2022-07-11 - 11:57:50 PM GMT
-  Email viewed by bjamerson@pacbell.net  
2022-07-12 - 4:00:37 AM GMT- IP address: 76.176.177.97
-  Document e-signed by Berlinda Fontenot-Jamerson (bjamerson@pacbell.net)  
Signature Date: 2022-07-12 - 4:02:36 AM GMT - Time Source: server- IP address: 76.176.177.97
-  Agreement completed.  
2022-07-12 - 4:02:36 AM GMT

# CONTRACT SUMMARY SHEET

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

DATE: 11/15/2023

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

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Transportation

CONTACT PERSON: Mark Caserma PHONE: (213) 972-5059

CONTRACT NO.: C-144583 COUNCIL FILE NO.: \_\_\_\_\_

ADOPTED BY COUNCIL: \_\_\_\_\_

DATE

APPROVED BY BPW: \_\_\_\_\_

DATE

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

CONTRACTOR NAME: Los Angeles County Metropolitan Transportation Authority

TERM OF CONTRACT: 2/1/2023 THROUGH: 6/30/2026

TOTAL AMOUNT: \$500,000

**PURPOSE OF CONTRACT:**

Measure M Funding Agreement between Los Angeles County Metropolitan Transportation Authority (LACTMA) and the City of Los Angeles for the New Pedestrian Crossing at Crenshaw and Brynhurst LACTMA Project ID# MM4201.08, FTIP# LA9919187, and Subregion ID: Central City.

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

## **MEASURE M FUNDING AGREEMENT MULTI-YEAR SUBREGIONAL PROGRAMS**

This Funding Agreement ("FA") is made and entered into effective as of March 1, 2023 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Los Angeles ("GRANTEE") for New Pedestrian Crossing at Spring and Ann, LACMTA Project ID# MM4201.02 and FTIP# LA9919198, (the "Project"). This Project is eligible for funding under Line 55 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Plans, Specifications and Estimates (PS&E) and Construction of the Project.

WHEREAS, the LACMTA Board, at its June 23, 2022 meeting, programmed \$400,000, in Measure M Funds to GRANTEE for PS&E and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$80,000 in Measure M Funds in Fiscal Years (FY) 2022-23 and \$320,000 in FY 2023-24. The total designated for PS&E and Construction of the New Pedestrian Crossing at Spring and Ann is \$400,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Bond Requirements
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

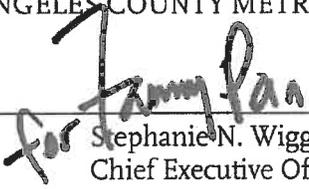
FTIP#: LA9919198  
Subregion ID: CC

Project ID#: MM4201.02  
FA#: 9200000000M420102

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  Date: 11/7/2023  
Stephanie N. Wiggins  
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By:  Date: 4/27/23  
Deputy

GRANTEE:

CITY OF LOS ANGELES

By:  Date: 11/3/2023  
~~Connie Llanos~~ Laura Rubio-Cornejo  
Interim General Manager

APPROVED AS TO FORM:

By: Kevin Dufner for Michael Nagle Date: 10/20/23  
Hydee Feldstein Soto  
City Attorney

**PART I**  
**SPECIFIC TERMS OF THE FA**

1. Title of the Project (the "Project"): New Pedestrian Crossing at Spring and Ann – Plans, Specifications and Estimates (PS&E) and Construction of the Project. LACMTA Project ID# MM4201.02, FTIP# LA9919198.
2. Grant Funds:
  - 2.1 Programmed Funds for this Project consist of Measure M Funds.
  - 2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$400,000 (the "Funds") for the Project. LACMTA Board of Directors' action of June 23, 2022 granted the Measure M Funds for the Project. The Funds are programmed over two (2) years for Fiscal Years (FY) 2022-23 and FY 2023-24.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B** is the Expenditure Plan - Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the “Scope of Work”. The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE’s ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the “Project Reporting & Expenditure Guidelines”. GRANTEE shall complete the “Quarterly Progress/Expenditure Report”. The Quarterly Progress/Expenditure Report is attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://programmetro.ecointeractive.com/secure2/login.asp>. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the “Bonds”) to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached

as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date, or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Kathy Park  
LACMTA Project Manager  
Mail Stop: 99-23-3  
Phone: (213) 922-6167  
Email: ParkK@metro.net

14. GRANTEE's Address:

City of Los Angeles  
100 S. Main Street, 9<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: Uy Tran  
Transportation Engineer  
Phone: (213) 972-5008  
Email: uy.tran@lacity.org

**PART II**  
**GENERAL TERMS OF THE FA**

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. GRANTEE shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:  
**ACCOUNTSPAYABLE@METRO.NET** (preferable)

or

mail to:

**Los Angeles County Metropolitan Transportation Authority**  
**Accounts Payable**  
**P. O. Box 512296**  
**Los Angeles, CA 90051-0296**

All invoice material must contain the following information:

Re: LACMTA Project ID# MM4201.02 and FA# 9200000000M420102  
Kathy Park; Mail Stop 99-23-3

#### 4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his/her designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems (“ITS”) project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to [www.laconnect-it.com](http://www.laconnect-it.com) to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see [www.metro.net](http://www.metro.net) for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see [http://media.metro.net/projects\\_studies/call\\_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf](http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf)

## 5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA’s iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/ Vendor Portal Registration.pdf>. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter’s payment.

## 6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. GRANTEE shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA’s written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an

invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to

cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

## 7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

## 8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within thirty (30) days from final voucher.

## 9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate; and
- (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
- (v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vi) Expending the Funds granted under this FA for allowable costs within **three (3) years or thirty-six (36) months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2025. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2026.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

## 10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

## 11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

## 12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

### 13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his/her designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

**ATTACHMENT A - PROJECT FUNDING**

Measure M MSP - Active Transportation FLM and Mobility Hubs Program - Funding Agreement Projects - FA#: 9200000000MM420102

Project Title: New Pedestrian Crossing at Spring and Ann      Project ID#: MM4201.02

**PROGRAMMED BUDGET - SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Years	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS			\$ 80,000	\$ 320,000			\$ 400,000	
<b>SUM PROG LACMTA FUNDS</b>	\$ -	\$ -	\$ 80,000	\$ 320,000	\$ -	\$ -	\$ 400,000	100%
OTHER NON LACMTA FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
<b>SUM NON-LACMTA FUNDS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
<b>TOTAL PROJECT FUNDS</b>	\$ -	\$ -	\$ 80,000	\$ 320,000	\$ -	\$ -	\$ 400,000	100%

**ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure M MSP - Active Transportation FLM and Mobility Hubs Program - Funding Agreement Projects - FA#: 920000000M420102  
 Project Title: New Pedestrian Crossing at Spring and Ann Project ID#: MM4201.02

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE M MSP FUNDS:</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E	\$20,000	\$20,000	\$20,000	\$20,000					\$80,000
Right-of-Way Acquisition									\$0
Construction					\$10,000	\$10,000	\$75,000	\$75,000	\$170,000
Vehicle Purchase									\$0
Others									\$0
<b>Total Measure M</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$250,000</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$250,000</b>
<b>OTHER NON LACMTA FUNDING:</b>									
<b>LOCAL: [INSERT SOURCE]</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total LOCAL</b>	<b>\$0</b>	<b>\$0</b>							
<b>STATE: [INSERT SOURCE]</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total STATE</b>	<b>\$0</b>	<b>\$0</b>							
<b>FEDERAL: [INSERT SOURCE]</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total FEDERAL</b>	<b>\$0</b>	<b>\$0</b>							
<b>PRIVATE: [INSERT SOURCE]</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total PRIVATE</b>	<b>\$0</b>	<b>\$0</b>							
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>							
<b>PROJECT FUNDING FY2023-24 and FY2024-25</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$250,000</b>

**ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET**

Measure M MSP - Active Transportation FLM and Mobility Hubs Program - Funding Agreement Projects - FA#: 920000000M420102  
 Project Title: New Pedestrian Crossing at Spring and Ann Project ID#: MM4201.02

**PROGRAMMED SOURCES OF FUNDS**

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE M MSP FUNDS:</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction	\$75,000	\$75,000							\$150,000
Vehicle Purchase									\$0
Others									\$0
<b>Total MEASURE M</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$150,000</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$150,000</b>
<b>OTHER NON LACMTA FUNDING:</b>									
<b>LOCAL: [INSERT SOURCE]</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total LOCAL</b>	<b>\$0</b>	<b>\$0</b>							
<b>STATE: [INSERT SOURCE]</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total STATE</b>	<b>\$0</b>	<b>\$0</b>							
<b>FEDERAL: [INSERT SOURCE]</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total FEDERAL</b>	<b>\$0</b>	<b>\$0</b>							
<b>PRIVATE: [INSERT SOURCE]</b>									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
<b>Total PRIVATE</b>	<b>\$0</b>	<b>\$0</b>							
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>							
<b>PROJECT FUNDING FY2025-26 and FY2026-27</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$150,000</b>
<b>TOTAL LACMTA FUNDS</b>	<b>\$95,000</b>	<b>\$95,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$400,000</b>
<b>TOTAL NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>							
<b>TOTAL PROJECT FUNDING</b>	<b>\$95,000</b>	<b>\$95,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$400,000</b>

**ATTACHMENT C  
SCOPE OF WORK  
CAPITAL PROJECT**

**PROJECT NAME:**

New Pedestrian Crossing at Spring and Ann

**PROJECT LOCATION/LIMITS/AREA:**

The project is located in the Central City subregion of the City of Los Angeles. The project limit is within the intersection boundary of Spring St. and Ann St.

**PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:**

The project will install a new crosswalk, curb ramps, and street lighting across North Spring St. along with a Pedestrian Hybrid Beacons (PHB) facing northbound and southbound traffic at the intersection of Spring St. and Ann St. in the Chinatown community. The project will facilitate access for people on foot from the Metro L (Gold) Line Chinatown Station (or bus lines) to the Chinatown community. To facilitate access to the Los Angeles State Historic Park, the California State Parks Department is in the process of coordinating with the City's Public Works Department for the design and construction of a curb ramp and pedestrian sidewalk from the west side of North Spring St. to the park entrance.

**PROJECT FUNDING:**

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
PS&E	\$80,000		\$80,000
Construction Support	\$40,000		\$40,000
Construction Capital	\$280,000		\$280,000
<b>TOTAL BUDGET COST</b>	<b>\$400,000</b>		<b>\$400,000</b>

**ESTIMATED PROJECT COSTS:**

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
PS&E	N/A	N/A		\$80,000
Construction Support	N/A	N/A		\$40,000
Pedestrian Hybrid Beacon	1	EA	\$280,000	\$280,000
<b>GRAND TOTAL</b>				<b>\$400,000</b>

**PROJECT DETAILED SCHEDULE:**

MILESTONES	BEGIN	END	DURATION (MONTHS)
PS&E	7/1/2023	6/30/2024	12
Solicitation (Bid/Proposal)	7/1/2024	12/31/2024	6
General Construction	1/1/2025	12/31/2025	12
Project Close Out	1/1/2026	6/30/2026	6

**PROJECT MAP:**

**Figure 1: New Pedestrian Crossing at Spring St and Ann St**



## FA ATTACHMENT D

### PROJECT REPORTING & EXPENDITURE GUIDELINES

#### REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager’s acceptance of the draft report, at **ACCOUNTSPAYABLE@METRO.NET** or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.
  
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
  
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
  
- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
  
- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project’s final evaluation must be submitted.

## EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

## DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

**LACMTA FA MEASURE M ATTACHMENT D-2  
 QUARTERLY PROGRESS/EXPENDITURE REPORT**

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M420102
Quarterly Report #	1

**GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO  
 ACCOUNTSPAYABLE@METRO.NET**

or submit by mail to:  
 Los Angeles County Metropolitan Transportation Authority  
 Accounts Payable  
 P. O. Box 512296  
 Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

**SECTION 1: QUARTERLY EXPENSE REPORT**

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

LACMTA Measure M MSP Grant \$	
<b>Project Quarter Expenditure</b>	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
<b>Project-to-Date Expenditure</b>	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	\$ 400,000.00
% of Project Budget Expended to Date	
Balance Remaining	\$ 400,000.00

**SECTION 2: GENERAL INFORMATION**

**PROJECT TITLE:** New Pedestrian Crossing at Spring and Ann

**FA #:** 9200000000M420102

**QUARTERLY REPORT SUBMITTED FOR:**

**Fiscal Year :**       2022-23               2023-24               2024-25  
                                   2025-26               2026-27               2027-28

**Quarter :**               Q1: Jul - Sep               Q2: Oct - Dec  
                                   Q3: Jan - Mar               Q4: Apr - Jun

**DATE SUBMITTED:** \_\_\_\_\_

**Measure M Multi-Year Subregional Program Type:** Active Transportation FLM and Mobility Hubs Program

<b>LACMTA Project Manager</b>	Name:	Kathy Park
	Phone Number:	(213) 922-6167
	E-mail:	ParkK@metro.net

<b>Grantee Contact / Project Manager</b>	Contact Name:	Uy Tran
	Job Title:	Transportation Engineer
	Department:	Department of Transportation
	City / Agency:	City of Los Angeles
	Mailing Address:	100 S. Main Street, 9th Floor, Los Angeles, CA 90012
	Phone Number:	(213) 972-5008
	E-mail:	uy.tran@lacity.org

**SECTION 3 : QUARTERLY PROGRESS REPORT**

**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and recalculate the project duration. However, this does not change the original milestones in your FA. **PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.**

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
<b>Total Project Duration (Months)</b>				

**2. PROJECT COMPLETION**

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original FA schedule
  Less than 12 months behind original schedule  
 Between 12-24 months behind original schedule
  More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- Yes
  No
  Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
  No
  Not Applicable

### **3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this quarter.

### **4. PROJECT DELAY**

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

### **5. ACTION ITEMS TO RESOLVE DELAY**

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

**SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment C, Scope of Work. Use additional pages if needed.

ITEM		INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
<b>TOTAL</b>			

**Note:**

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**

LACMTA will make all disbursements electronically unless an exception is requested in writing.  
 ACH Payments require registering in LACMTA's iSupplier portal and submitting an application.  
 The link to the portal can be found at <http://media.metro.net/uploads/EBB/Vendor%20Portal%20Registration.pdf>.  
 Written exception requests for Check Payments should be completed and emailed to Accounts Payable at ACCOUNTSPAYABLE@METRO.NET.

I certify that I am the responsible Project Manager or fiscal officer and representative of City of Los Angeles and that to the best of my knowledge and belief the information stated in this report is true and correct.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

# ATTACHMENT E - FTIP SHEET

## Los Angeles Metropolitan Transportation Authority 2023 Federal Transportation Improvement Program (\$000)

TIP ID **LA9919198**

Implementing Agency **Los Angeles A, City of**

Project Description: Install new crosswalk, curb ramps, and street lighting at the intersection of N Spring St and Ann St along with a Pedestrian Hybrid Beacon facing NB SB traffic. This project is contingent upon the State Parks Departments installation (design, construction) of a curb ramp and new pedestrian sidewalk from the west side of N Spring St to the Los Angeles State Historic Park.

SCAG RTP Project #:  
Study: N/A Is Model: Model #:  
PM: Mark Caserma - (213)972-5022

LS: N LS GROUP#:  
Conformity Category: TCM

System : Local Hwy Route : Postmile: Distance: Phase: No Project Activity Completion Date 10/30/2026

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: STATUTORY EXEMPT - 08/01/2023

Toll Rate: Toll Colc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region:

Program Code: NCN27 - PEDESTRIAN FACILITIES-NEW Stop Loc:

CTIPS ID: EA #: PPNO:

	PHASE	PRIOR	22/23	23/24	24/25	25/26	26/27	27/28	BEYOND	PROG TOTAL
MEASURE M MYSP (Multi Year Subregional Program)	PE		\$80	\$0						\$80
	RW		\$0	\$0						\$0
	CON		\$0	\$320						\$320
	SUBTOTAL		\$80	\$320						\$400
	TOTAL		\$80	\$320						\$400
	<b>TOTAL PE: \$80</b>		<b>TOTAL RW: \$0</b>		<b>TOTAL CON: \$320</b>			<b>TOTAL PROGRAMMED: \$400</b>		

- General Comment: Central City Measure M MSP award as per Metro Board Report 2022-0343. See attachment for details.

- Modeling Comment:

- TCM Comment: no significant change made

- Amendment Comment:

- CMP Comment:

- Narrative:

Last Revised **Amendment 23-08 - Submitted**

Change reason: NEW PROJECT

Total Project Cost **\$400**

## ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.