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CITY OF LOS ANGELES

CALIFORNIA



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**OFFICE OF THE
BOARD OF PUBLIC WORKS**

TJ KNIGHT
ACTING EXECUTIVE OFFICER

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December 2, 2024

BPW-2024-0673

The Honorable City Council
Room No. 395
City Hall

THIRD AMENDED AND RESTATED AGREEMENT – DESTINATION CRENSHAW – DESTINATION CRENSHAW OUTDOOR MUSEUM PROJECT

As recommended in the accompanying report of the Director of the Bureau of Street Services, which this Board has adopted, the Board of Public Works recommends that the City Council:

1. APPROVE the Third Amended and Restated Agreement with Destination Crenshaw between the City of Los Angeles and Destination Crenshaw (DC). Increasing the funding amount from \$49,175,650.00 to \$54,941,792.37;
2. AUTHORIZE the President or two members of the Board to execute the Third Amendment to the Amended and Restated Agreement with DC; and
3. AUTHORIZE the City Engineer, or designee, to make any technical or accounting changes as necessary to effectuate the intent of this Third Amendment to the Amended and Restated Agreement with DC.

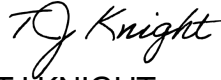
(W.O. E1908269, C-134516)



DESTINATION CRENSHAW PROJECT

Fiscal Impact: Impact to the General Fund. The amount covers City expenditures for Internal Departmental Orders for B-Permit plan check inspection fees in service of the Contract and is funded through the 2019 State Funding.

Sincerely,



TJ KNIGHT,

Acting Executive Officer, Board of Public Works

TK:lc



Department of Public Works

DEC 02 2024

Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 2


Executive Officer
Board of Public Works

December 2, 2024
CD No 8

AND REFERRED TO THE MAYOR

AND REFERRED TO THE CITY COUNCIL

EXECUTE THE THIRD 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)

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 Third Amended and Restated Agreement with Destination Crenshaw Contract No. C-134516 (Contract) between the City of Los Angeles (City) and Destination Crenshaw (DC). Increasing the funding amount from \$49,175,650.00 to \$54,941,792.37.
2. AUTHORIZE the President or two members of the Board to execute the Third Amendment to the Amended and Restated Agreement with DC (Transmittal No. 1).
3. AUTHORIZE the City Engineer, or designee, to make any technical or accounting changes as necessary to effectuate the intent of this Third Amendment to the Amended and Restated Agreement with DC.

FISCAL IMPACT

The amount of \$140,724.69 will be funded from the General Fund.

TRANSMITTALS

1. Copy of Proposed Third Amended and Restated Agreement
2. Destination Crenshaw / Destination Crenshaw Outdoor Museum Project (Project) Implementation / Fourth Amendment (Council File No. 19-0898-S3).

3. Destination Crenshaw / Destination Crenshaw Outdoor Museum Project (Project) Implementation / First Amended and Restated Agreement (BPW-2023-0711).
4. Destination Crenshaw / Destination Crenshaw Outdoor Museum Project (Project) Implementation / Second Amended and Restated Agreement (Council File No. 19-0898-S4).
5. Fiscal Year 2024-25-Second Transportation Projects Related Construction Projects Report, dated October 21, 2024.

DISCUSSION

Background

The Los Angeles City Council recognizes the DC, a 501(c)(3) non-profit entity, as a community-inspired public art and streetscape project which aims to address historic disinvestment and environmental equity, and to preserve the cultural character of the Crenshaw community.

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.

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.

On November 26, 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.

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On September 12, 2023, Council amended the agreement with DC which added \$13,000,000 in additional funding for the Consultant from the Fiscal Year 2023-2024 Adopted City Budget, along with \$7,807,000 in State and other funding, which increased the total funding to \$46,807,000 (Transmittal No. 2).

On December 8, 2023, the Contract Amended and Restated Agreement to include any previous amendments was adopted by the Board (Transmittal No. 3).

The LACMTA and City Memorandum of Agreement was approved to be executed by Board Motion on April 24, 2024 to extend the end date from November 30, 2023 to November 30, 2025.

On June 24, 2024, the Second Amended and Restated Agreement (Transmittal No. 4) included 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 provided DC funding totaling \$49,175,650.

To date there have been a total of four Contract Amendments, followed by two Amended and Restated Agreements adopted by the Board. 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.

The Fiscal Year 2024-25-Second Transportation Projects Related Construction Projects Report, dated October 21, 2024 (Transmittal No. 5) recommended appropriations of a total of \$5,766,142.37 from the Capital and Technology Improvement Expenditure Program (CTIEP), from Gas Tax funds, and from Special Parking Revenue Fund (SPRF) monies, to the dedicated project accounts for the DC Project.

Subject to approval of the report, the proposed Third Amended and Restated Agreement adds \$5,766,142.37 for construction expenses that have been incurred in furtherance of the Destination Crenshaw Project. The expenses consist of unforeseen costs and additional scopes of work within the public right-of-way and property. The Project shall adhere to and utilize the funds consistent with the applicable legal requirements, including, but not limited to, the: California Constitution and California Street and Highway

Code Section 2101 et seq.; Los Angeles Administrative Code Section 5.117 et seq.; Guidelines Related to Gas Expenditures for Cities and Counties dated March 2019; and the Special Parking Revenue Fund (SPRF) Ordinance.

Amendment

On September 26, 2024, DC notified the City of the need of additional funding for construction expenses for which no funding had previously been secured and which have been incurred in furtherance of the DC Project consistent with this Agreement. BOE was requested to amend the Contract to add \$5,766,142.37 in City funds according to the Fiscal Year 2024-25 Second Transportation Projects Related Construction Projects Report.

Additional Bond Requirement

In lieu of holding retention on the additional \$5,766,142.37 in funding, the City will require an additional surety bond in the amount of \$5,209,936.38. Prior to payment, DC must show proof of additional surety bond for \$5,209,936.38.

Bureau of Engineering Grant Administration

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

Future Amendments

The LACMTA anticipates transferring two properties to the City. 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

Table 1 - Funding Breakdown	
Funding Breakdown	Amount
Los Angeles County Metropolitan Transportation Authority (LACMTA)	\$ 14,500,000.00
State of California	\$ 18,500,000.00
American Recovery and Reinvestment Act (ARRA) Funding	\$ 307,000.00
City	\$ 21,634,792.27
Total Funding:	\$54,941,792.27

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The source of funds is as follows (located on Page No. 5):

Table 2 - Funding Sources and Totals						
Budget Fiscal Year	Source of Funds	Fund No.	DN¹	AUN²	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
Third Amended and Restated Agreement						
2024	City - General Fund*	100	54	00Y987	\$ b140,724.69	\$ b140,724.69
2024	City- Gas Tax (State Funding Source)	206	50	TBD	\$ 5,209,936.38	\$ 5,209,936.38
2024	Special Parking Revenue Fund	363	94	TBD	\$ 415,481.30	\$ 415,481.30
Total Available for Contract					\$55,223,142.37	\$54,941,792.37
Expended and Transferred**		100	54	00S713	\$0.00	\$ 281,350
Total						\$55,223,142.37

* Impact to the General Fund

** The amount covers City expenditures for Internal Departmental Orders for B-Permit plan check and inspection fees in service of the Contract and is funded through the 2019 State Funding.

¹DN = Department No.

²AUN = Appropriation Unit No.

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.

Business Inclusion Program (BIP)

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

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

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Bureau of Contract Administration
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(SF AV VCA DW)

Report reviewed by:

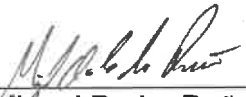
BOE (ADM and PAC)

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. 100/54/00Y987 /\$140,724.69
206/50/TBD/\$5,209,936.38


Date: 11/22/2024

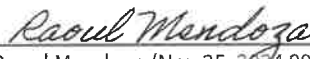

Kevin Minne
Assistant General Manager
Office of Administrative Services
Department of Transportation
Fund Ref. 363/94/TBD/\$415,481.30

SF/JZ/11-2024-0157_ARC.gva

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

Respectfully submitted,


Ted Allen, PE
City Engineer
Bureau of Engineering


Raoul Mendoza (Nov 25, 2024 09:57 PST)
John L. Reamer, Jr.
Inspector of Public Works
Bureau of Contract Administration

AGREEMENT NO. C-134516

THIRD AMENDED AND RESTATED AGREEMENT

for the

DESTINATION CRENSHAW PROJECT

Between

CITY OF LOS ANGELES

and

DESTINATION CRENSHAW

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[DESTINATION CRENSHAW]

DC Agreement 2019-2026

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EXHIBITS

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- 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
- EXHIBIT L Los Angeles Administrative Code section 5.117 et seq., Guidelines Related to Gas Expenditures for Cities and Counties dated March 2019, and Special Parking Revenue Fund (SPRF) Ordinance.
- EXHIBIT M Additional Insurance Requirement for Surety Bond for Performance and Payment (Labor and Materials) Bonds

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 25, 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 11, 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,

WHEREAS, CONSULTANT communicated on September 26, 2024 the need for additional funding for construction expenses for which no funding had previously been secured and have been incurred in furtherance of the Destination Crenshaw Project consistent with this Agreement; 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;
- 2019 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.
- 2019 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.
- 2023 City Funding-ARRA (\$307,000)-for design and construction of the parking lot (excluding the bioswale and bioretention

- 2023 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(\$150,0000): California Public Utilities Commission Local Agency Technical Assistance Grant (\$150,0000): 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.
- 2024 City Funding - (\$5,766,142.37) additional City Funding for furtherance of the Scope of Project to be used for construction of public right of way and public property per approved plans and as consistent with any restrictions for this City Funding or components thereof in Sections 107 and 202.

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 \$54,941,792.37 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. 2019 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. 2019 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. Los Angeles County Metropolitan Transportation Authority ("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. 2023 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 54th and Crenshaw Boulevard as set forth by this Amendment 3.
7. 2023 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.
 11. 2024 City Funding (\$5,766,142.37) - Any disbursement of new City Funds shall be subject to determination that Consultant (1) has complied with all security/bond requirements according to Exhibit M; and (2) uses special funds consistent with those requirements and cooperate with any audits related thereto according to but not limited to Section 202 Subsections J-L.
- A. The City shall authorize the expenditure of an amount not to exceed \$54,941,792.37 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 consist 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. 54th 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. 50th 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 50th 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, at 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 54th 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 54th 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 54th 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 50th 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
- b. The provisions of this Subsection 201(C) (6) – Notices shall survive the expiration of this Agreement.

§202 Specific Requirements

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

- C. 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, 3rd 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. Prepare the proposed plans and specifications so that construction can be completed within the available construction budget and PAYMENT SCHEDULE.
- I. 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.
- J. Obtain and provide evidence of surety bond in Exhibit M for \$ 5,209,936.38 as required herein, including as a condition precedent to applicable payment disbursement.
- K. Ensure that any funds from a City special fund source and/or funding source with restrictions are utilized for eligible purposes only (including but not limited to use of 2024 City Funding (\$5,766,142.37)).

1. For the 2024 City Funding (\$5,766,142.37), the CONSULTANT shall adhere to and utilize the funds consistent with the applicable legal requirements (State, County of Los Angeles, and/or City requirements for the funds), including but not limited to Exhibit L and as may be subsequently amended, and Article XIX of the California Constitution and California Street and Highway Code section 2101 et seq., all of which are hereby incorporated by reference.
- L. Participate in, cooperate with, and facilitate any audits, including financial and compliance audits, and/or mandatory reporting that may be performed by the City and/or by other governmental agencies or their representatives, and as associated with funding and/or use of those funds consistent with subsection K above.

§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 and/or any audits that may be performed related to payments or funds related to this Agreement.

§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 including but not limited to the requirements of Section 202, or subsections J-L of Section 202 .
 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 the 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 subcontractors were paid appropriately (i.e. prevailing wage, living wage and/or minimum wage);
 - ii. The number of employees (i.e. prime contractor, all subcontractors, 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, or as may otherwise be required due to the funding source used and/or as consistent with any regulations, statutes, or related guidelines, 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 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.

§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 Engineering, (213) 847-6480. 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 administering 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

- A. 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 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

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 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.

§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.

[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: _____

By: _____

- Ted Allen
City Engineer
Crenshaw

Jason W. Foster
Destination

Date: _____

Date: _____

- By: _____
Vahid Khorsand
President, Board of Public Works

Date: _____

APPROVED AS TO FORM:

ATTEST:

HYDEE FELDSTEIN SOTO, City Attorney
Clerk

HOLLY L. WOLCOTT, City

By: _____
ADENA M. HOPENSTAND
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

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

DESTINATION CRENSHAW
A CALIFORNIA PUBLIC BENEFIT CORPORATION

BY-LAWS

Article I
NAME AND LOCATION

Section 1. Name. The name of this organization shall be the Destination Crenshaw (hereinafter “the corporation”), a nonprofit corporation incorporated in the state of California.

Section 2. Location. Offices of the corporation shall be located in Los Angeles County, California, and in such other localities as may be determined by the Board of Directors.

Section 3. Registered Office. The corporation shall have and continuously maintain, in the State of California, a registered office and a registered agent whose office is located in such registered office. The registered office may be, but need not be, located in the principal office of the corporation. The address of the registered office may from time to time be changed by the Board of Directors.

Article II
PURPOSES

Section 1. Purposes. The corporation is established to improve the quality of life and revitalize South Los Angeles through arts and culture.

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation law for charitable purposes.

Section 2. Restrictions on Activities. The corporation shall operate under the following restrictions:

(a) The corporation shall conduct all its activities within the restrictions established by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations relating thereto as issued by the Department of the Treasury.

(b) No part of the net earnings or assets of the corporation shall inure to the benefit of any director, officer, member, or other private individual or corporation established for profit.

(c) The corporation shall not engage in any prohibited political activity.

Article III **CORPORATION WITHOUT MEMBERS**

This corporation shall have no voting members within the meaning of the California Nonprofit Corporation Law. The corporation's board of directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the board finds appropriate.

The corporation may from time to time use the term "members" to refer to persons associated with it, but such persons shall not be members within the meaning of Section 5056 of the California Corporations Code.

Article IV **BOARD OF DIRECTORS**

Section 1. Authority and Responsibility. The governing body of the corporation shall be the Board of Directors. The Board of Directors shall have supervision, control, and direction of the affairs of the corporation; shall actively pursue the corporation's purposes and shall supervise the disbursement of the corporation's funds. The Board may adopt such rules and regulations for the conduct of its business as shall be deemed advisable, and may, in the execution of the powers granted, delegate certain of its authority and responsibility to one or more committees.

Section 2. Number and Tenure of Office. (a) The Board of Directors shall consist of no fewer than three (3) nor more than seven (7) Directors. The Board of Directors may include a Chair, Vice-Chair, and Secretary. Each Director shall hold office for three years. Terms of Directors may be coterminous.

(b) No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of said director's term of office, unless a director is affirmatively removed as hereinafter provided.

(c) Directors shall be elected at each annual meeting of the Board of Directors to hold office until the expiration of their term. The directors shall be fixed by resolution adopted by the Board of Directors in office immediately preceding the election. If an annual meeting is not held or the directors are not elected at an annual meeting, they may be elected at any special meeting of the Board of Directors, held for that purpose, by plurality vote of the directors in office immediately preceding the election.

(d) Each Director including a Director elected to fill a vacancy or elected at a special meeting, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified, or until death, resignation, or removal, whichever comes first.

Section 3. Manner of Election. At the organizational meeting of the corporation, the Directors shall designate the size of the Board and shall designate the members of the Board. Thereafter, at each annual meeting of the Board of Directors, a number of Directors equal to that of those whose terms have expired shall be elected for a term of two years. Such election shall be by a majority of the Directors whose terms have not expired and who are present and voting. Any Director may be reelected at the expiration of his term of office.

Section 4. Place and Manner of Meeting; Action Without Meeting. Annual and regular meetings of the Board of Directors may be held at such place and time as the Directors may determine. Special meetings of the Board of Directors may be held from time to time upon call of the Chairman of the Board or a majority of the Directors. Members of the Board of Directors may act by means of conference telephone network or similar communication methods by which all persons participating in the meeting can hear each other. Members of the Board of Directors may also act without meetings by unanimous written consent to such action signed by all Directors and filed with the Minutes of the Board. Except as otherwise required by statute, notice of special meetings shall be mailed directly to each Director, addressed to him or her at this or her residence or usual place of business, at least four days before the day on which the meeting is to be held, or shall be sent by telegram, radio, cable, telephone, email, or personal delivery no later than 48 hours prior to the time of the holding of the meeting.

Section 5. Notice of Meeting. Written or printed notice of every annual and regular meeting of the Board of Directors, stating the place, day, and hour of the meeting must be given personally, by mail, telecopy, or e-mail to Directors not less than seven (7) nor more than fifty (50) days prior to the date of the meeting. Notice of the time and place of a special meeting shall be served upon, telephoned, telecopied, or e-mailed to each Director at least forty-eight hours prior to the time of the meeting. No notice need be given to any Director who actually attends, or who executes and files a written waiver of such notice, either before or after the meeting.

Section 6. Waiver of Notice. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of the notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and who, before or at the beginning of the meeting, does not protest the lack of notice to him or her.

Section 7. Quorum and Adjournments. A majority of the members of the Board of Directors shall constitute a quorum at such meetings. No vote shall be taken unless a quorum is present. The vote of a majority of those present at a meeting at which a quorum is present shall be sufficient to constitute action of the Board of Directors, except for actions for which a greater vote may be required by statute, the Articles of Incorporation, or these bylaws.

A majority of the Directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjournment, to the Directors who were not present at the time of the adjournment.

Section 8. Chairman of the Board. The Board of Directors may, by majority vote of the entire Board, appoint from the Directors, a Chairman. The Chairman shall preside at all meetings of the Board of Directors and shall have such other duties as the Board shall determine.

Section 9. Compensation of Directors. Directors may receive compensation for service on the Board. Directors may be reimbursed for any reasonable expenses incurred by them in the execution of their official duties, including travel expenses.

Section 10. Voting. At all meetings of the Board of Directors, each Director shall have one vote. Except as otherwise provided by statute, by the Articles of Incorporation, or by these By-Laws, the action of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Members of the Board may vote by proxy, each proxy vote being counted as though a vote by the present member. Members of the Board may also vote by mail, as long as the vote arrives at the Board of Directors so that it can be presented at the meeting.

Section 11. Vacancies. The Board of Directors, by majority vote, is empowered to appoint temporary Directors to fill any vacancies on the Board caused by death, resignation, or otherwise; such temporary Directors shall serve until the next annual meeting of the corporation.

Section 12. Removal of Directors. Any Director may be removed for cause by vote of two-thirds (2/3) of the Board of Directors at a meeting expressly called for that purpose. Such removal may occur only if the Director involved is first provided with adequate notice of the charges against him or her in the form of a statement of such charges and an opportunity to appear before the Board of Directors or forward a written statement thereto in presentation of any defense of such charges. In these regards, the Board shall act on the basis of reasonable and consistent criteria, always with the objective of advancing the best interests of the corporation.

Section 13. Resignation. Any Director may resign from the Board by giving written

notice to the Chairman of the Board. Such resignation shall be effective upon receipt of notice by the Chairman or at such later date as specified in the notice.

Section 14. Indebtedness. The Board of Directors, by a majority vote, is empowered to borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

Section 15. Directors Acting by Unanimous Written Consent. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting with the same force and effect as if taken by unanimous vote of the Board of Directors, if authorized by a writing signed individually or collectively by all members of the Board. Such consent shall be filed with the regular minutes of the Board. The consent of a Director who has a material financial interest in a transaction to which the corporation is a party, and who is an interested person as defined in Section 15 of this Article and Cal. Corp. Code § 5233, shall not be required for approval of that transaction.

Article V

COMMITTEES

Section 1. Committees of Directors. The Board of Directors may, by resolution adopted by a majority of the directors then in office, provided that a quorum is present, designate one or more committees to exercise all or a portion of the authority of the Board, to the extent of the powers specifically delegated in the resolution of the Board or in these bylaws.

Each such committee shall consist of two (2) or more directors, and may also include persons who are not on the Board, to serve at the pleasure of the Board. The Board may designate one or more alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the directors then in office, provided that a quorum is present. The Board of Directors may also designate one or more advisory committees that do not have the authority of the Board. However, no committee, regardless of Board resolution, may:

- (a) Approve any action that, under the Law or the Articles of Incorporation or these bylaws, also requires approval of the members or approval of a majority of all members;
- (b) Fill vacancies on, or remove members of, the Board of Directors or in any committee that has the authority of the Board;
- (c) Fix compensation of the directors for serving on the Board or on any committee;
- (d) Amend or repeal the Articles of Incorporation or bylaws or adopt new bylaws;

(e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable;

(f) Appoint any other committees of the Board of Directors or their members;

(g) Approve a plan of merger; consolidation; voluntary dissolution; bankruptcy or reorganization; or for the sale, lease, or exchange of all or substantially all of the property and assets of the corporation otherwise than in the usual and regular course of its business; or revoke any such plan;

(h) Approve any self-dealing transaction, except as provided by Section 5233 of the California Corporations Code; or

(i) Expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.

No committee shall bind the corporation in a contract or agreement or expend corporate funds, unless authorized to do so by the Board of Directors.

Section 2. Meetings and Actions of Committees. Meetings and actions of all committees shall be governed by, and held and taken in accordance with, the provisions of Article IV of these bylaws, concerning meetings and actions of directors, with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board of Directors may adopt rules not inconsistent with the provisions of these bylaws for the government of any committee.

Section 3. Executive Committee. Pursuant to Article V, Section 1, the Board may appoint an Executive Committee composed of three (3) or more directors, one of whom shall be the chairperson of the Board, to serve as the Executive Committee of the Board. The Executive Committee, unless limited in a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the corporation between meetings of the Board; provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in Article V, Section 1. The secretary of the corporation shall send to each director a summary report of the business conducted at any meeting of the Executive Committee.

Section 4. Audit Committee. The Board shall appoint an Audit Committee. The committee may be comprised of one or more persons and may include persons other than directors of the corporation.

The membership of the Audit Committee shall not include the following persons:

- (a) The chairperson of the Board;
- (b) The treasurer of the corporation;
- (c) Any employee of the corporation; or
- (d) Any person with a material financial interest in any entity doing business with the corporation.

In the event that the Board appoints a Finance Committee, members of the Finance Committee must constitute less than one-half of the membership of the Audit Committee and the Chair of the Finance Committee shall not serve on the Audit Committee.

The Audit Committee shall make recommendations to the Board of Directors regarding the hiring and termination of an auditor, who shall be an independent certified public accountant, and may be authorized by the Board to negotiate the auditor's salary.

The Audit Committee shall confer with the auditor to satisfy its members that the corporation's financial affairs are in order, and shall review and determine whether to accept the audit.

In the event that the auditor's firm provides non-audit services to the corporation, the Audit Committee shall ensure that the auditor's firm adheres to the standards for auditor independence set forth in the latest revision of the Government Auditing Standards published by the Comptroller General of the United States, or any standards promulgated by the Attorney General of California.

Article VI

OFFICERS

Section 1. Officers and Qualifications. The officers of the corporation shall be the President (or Chief Executive Officer), the Secretary, the Treasurer (or Chief Financial Officer) and such other officers as the Board of Directors deems advisable from time to time. Any two offices, except the offices of President and Chief Financial Officer, may be held by the same person.

Section 2. Election. The initial officers shall be elected at the organizational meeting of the corporation and shall serve at the pleasure of the Board of Directors, subject to the rights of any officer under any employment contract.

Section 3. Term of Office. All officers shall hold office for three years or until their successors have been duly elected and have qualified, or until removed.

Section 4. Removal of Officers. Any officer may be removed either with or without cause by the vote of a majority of the Board of Directors.

Section 5. Duties of Officers. The duties and powers of the officers of the corporation shall be as follows or as shall hereafter be set by resolution of the Board of Directors:

President

The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He or she may sign any deed, mortgage, bond, contract or other instrument unless the Board of Directors has expressly delegated authority for signing to another officer or agent of the corporation. The President shall perform all duties incident to the Office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Secretary

The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose and see that all notices are duly given in accordance with these bylaws or as required by law. The Secretary shall present to the Board of Directors at its meetings all official communications received by the Secretary; be custodian of the organization's records; and in general perform all duties incident to the office of Secretary and such other duties as the President or Board of Directors may assign to the Secretary.

Chief Financial Officer (Treasurer)

The Chief Financial Officer shall have the care and custody of, and be responsible for, all the funds and securities of the corporation and shall deposit such funds and securities in such banks or safe deposit companies as the Board of Directors may designate. He or she shall receive and give receipts for moneys due and payable to the corporation under the direction of the President or the Board of Directors; keep accurate books of account of all of the corporation's business and transactions and exhibit the books and accounts to any person duly authorized to inspect such records; and in general, perform all duties incident to the office of the Chief Financial Officer and such other duties as the President or Board of Directors may assign from time to time.

Other Officers

Other officers shall perform such duties and have such powers as the Board of Directors may assign to them from time to time.

Section 6. Vacancies. All vacancies in any office shall be filled promptly by the Board of Directors either at a regular meeting or at a meeting specially called for that purpose.

Section 7. Compensation of Officers. The officers shall not receive any salary or compensation for service as an Officer of the corporation.

Article VII
LIABILITY AND INDEMNIFICATION

Section 1. Liability. In the absence of fraud, the directors of the corporation shall not be personally liable for its debts, obligations or liabilities.

Section 2. Indemnification.

(a) To the fullest extent permitted by law, the corporation shall indemnify its directors, officers, employees, and other persons described in California Corporations Code Section 5238, including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any proceeding, as that term is used in that section, and including any action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. Expenses, as used in this bylaw, shall have the same meaning as in that section of the California Corporations Code.

(b) On written request to the Board of Directors by any person seeking indemnification under California Corporations Code Section 5238(b) or Section 5238(c), the Board shall promptly decide under California Corporations Code Section 5238(e) whether the applicable standard set forth in California Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.

(c) To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under this Section in defending any proceeding covered by this Section shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of any undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the corporation for those expenses.

Section 3. Insurance. The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee or agent, or arising from the officer's, director's, employee's or agent's status as such.

Article VIII
GENERAL PROVISIONS

Section 1. Execution of Contracts. The Board of Directors, except as otherwise provided in these bylaws, may prospectively or retroactively authorize any officer or officers, agent or agents, in the name, and on behalf, of the corporation to enter into any contract, or execute and deliver any instrument as may be necessary to carry out the purposes of the corporation. Any such authority may be general or confined to specific instances.

Section 2. Investments. The corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it according to the judgment of the Board of Directors. The Board of Directors is restricted to the prudent investments which a Director is or may hereafter be permitted by law to make. The Board of Directors may delegate the day-to-day management of such investments as the Board of Directors may authorize.

Section 3. Books and Records. There shall be kept, at the principal office of the corporation, or at the office of the Chief Financial Officer, correct books of accounts of all the business and transactions of the corporation.

Section 4. Depositories. The funds of the corporation not otherwise employed shall from time to time be deposited to the order of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select, or as may be selected by any one or more officers or agents of the corporation to whom such power may from time to time be delegated by the Board of Directors.

Section 5. Signatories. All checks, drafts, and other orders for payment of money out of the funds of the corporation, and all notes and other evidences of indebtedness of the corporation, shall be signed on behalf of the corporation in such a manner as shall from time to time be determined by the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Chief Financial Officer or President.

Section 6. Annual Audit. The Board of Directors may require an annual audit of the books and accounting records of the corporation.

Section 7. Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31.

Article IX

REVIEW OF CERTAIN TRANSACTIONS

Prior to the corporation entering into any compensation agreement, contract for goods or services, or any other transaction with any person who was, at any time during the five-year period preceding the transaction, in a position to exercise substantial influence over the affairs of the organization, the Board of Directors shall take the following precautions to ensure that the transaction is reasonable for purposes of Section 4958 of the Internal Revenue Code of 1986, as amended:

- (a) The panel of the Board of Directors approving the transaction must be composed entirely of individuals unrelated to and not under the control of the disqualified person or persons involved in the transaction;
- (b) The Board of Directors shall consider whether the proposed transaction is reasonable

when compared with similarly-situated organizations for functionally comparable positions, goods or services rendered, taking into account the location of the organization and the availability of similar specialties in the geographic area; and

(c) The Board of Directors shall set forth in the resolution approving the transaction the basis for its determination that the compensation is reasonable based upon the evidence presented. This resolution shall be filed by the Secretary in the Minutes book of the corporation.

Article X

STANDARD OF CARE

Section 1. General. A director shall perform the duties of a director, including duties as a member of any committee of the Board on which the director may serve, in good faith, in a manner such director believes to be in the best interest of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;
- (b) Counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence; or
- (c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as in any such case, the director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except as provided in Article 10, Section 3, a person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the corporation, or assets held by it, are dedicated.

Section 2. Loans. This corporation shall not make any loan of money or property to, or guarantee the obligation of, any director or officer, unless approved by the California Attorney General; provided, however, that this corporation may advance money to a director or officer of this corporation or any subsidiary for expenses reasonably anticipated to be incurred in performance of the duties of such officer or director so long as such individual would be entitled to be reimbursed for such expenses absent that

advance.

Section 3. Conflict of Interest. The purpose of the conflict of interest policy is to protect the corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its officers or directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable California and federal laws conflict of interest applicable to nonprofit and charitable corporations and is not intended as an exclusive statement of responsibilities.

A) Definitions

Unless otherwise defined, the terms used in this Section have the following meanings:

1. "Interested Persons" - Any director, principal officer, or member of a committee with the Board delegated powers, which has a direct or indirect financial interest, as defined below, is an interested person.

2. "Financial Interest" - A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(a) An ownership or investment interest in any entity with which the corporation has a transaction or arrangement;

(b) A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement; or

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate Board decides that a conflict of interest exists.

B) Procedures

1. Duty To Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors, who are considering the proposed transaction or

arrangement.

2. Determining Whether A Conflict Of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

3. Procedure For Addressing The Conflict Of Interest

In the event that the Board determines that a proposed transaction or arrangement presents a conflict of interest, the Board shall take the following actions:

(a) An interested person may make a presentation at the Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on the transaction or arrangement involving the possible conflict of interest.

(b) The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the Board shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors then in office whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction or arrangement in conformity with this determination.

4. Violations of the Conflict of Interest Policy

If the Board has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's response and after making further investigation as warranted by the circumstances, the Board determines the interested person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

5. Records and Procedures

The minutes of the Board shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

6. Annual Statements

Each director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement which affirms such person:

(a) Has received a copy of the conflict of interest policy;

(b) Has read and understands the policy;

(c) Has agreed to comply with the policy; and

(d) Understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

Section 4. Compensation.

A) Definitions

Unless otherwise defined, the terms below have the following meanings:

1. "Highest Compensated Employee" - Any employee of the corporation, whose total compensation would require the employee to be listed in Part I of Schedule A of IRS Form 990, or in response to an equivalent question on any successor exempt organization annual return.

2. "Highest Compensated Independent Contractor" - Any independent contractor engaged by the corporation, whose total compensation would require the contractor to be listed in Part II of Schedule A of IRS Form 990, or in response to an equivalent question on any successor exempt organization annual return.

B) No director, officer, Highest Compensated Employee or Highest Compensated Independent Contractor may receive compensation, directly or indirectly, from the corporation unless such compensation is first determined by the disinterested directors, or an authorized committee thereof, to be just and reasonable to the corporation.

The names of the persons who were present for discussions and votes relating to the compensation arrangement, the content of the discussion, including any the information used to determine the reasonableness of the compensation, and a record of any votes taken in connection with the proceedings shall be maintained in the minutes of the corporation.

The determination of reasonableness shall be based upon information about compensation paid by similarly situated organizations for similar services, current compensation surveys compiled by independent firms or actual written offers from similarly situated organizations. Similarly situated organizations may include both taxable and tax exempt organizations.

No director, principal officer, Highest Compensated Employee or Highest Compensated Independent Contractor, shall participate in the discussion and approval of his or her compensation, except that such persons may provide information to the disinterested directors as described in the conflict of interest policy above.

Section 5. Periodic Reviews. Periodic reviews shall be conducted to ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management corporations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

When conducting the periodic reviews as provided for above, the corporation may, but need not, use outside advisors. If outside experts are used their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted

Section 6. Restriction on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person currently being compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the corporation.

Article XI
AMENDMENT OF BYLAWS

The Bylaws of the corporation may be altered, amended, added to, or repealed by majority vote of the entire Board of Directors as is necessary or appropriate to carry out the purposes of the corporation to the fullest extent permitted by law. Except by a unanimous vote, the Directors shall have no power to change the quorum for meetings of the Board of Directors, or to change any provisions of the By-Laws reducing the vote necessary for removal of directors.

Article XII
CERTIFICATE

This is to certify that the foregoing is a true copy of the Bylaws of the corporation named in the title thereto and that these Bylaws, were duly adopted on _____.

Secretary

EXHIBIT B

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: Destination CrenshawDate: 10-15-19Agreement/Reference: Destination Crenshaw Project

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

Limits

✓ Workers' Compensation (WC) and Employer's Liability (EL)
WC StatutoryEL 1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

✓ General Liability Aggregate coverage only during construction
5,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☒ \$2 million aggregate coverage required post construction

✓ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)
1,000,000

✓ Professional Liability (Errors and Omissions)
1,000,000Discovery Period 12 months following approval of project

✓ Property Insurance (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☒ Builder's Risk☐ Earthquake _____☒ During the course of construction

✓ Property Coverage - Fine Arts
☒ Insurance for the repair and replacement of damaged artwork within Destination Crenshaw

✓ Surety Bonds - Performance and Payment (Labor and Materials) Bonds
100% of the contract amountCrime Insurance**

Other: *The City of Los Angeles, State of California and Los Angeles County Metropolitan Transportation Authority shall each be named as an additional insured on all applicable liability insurance policies.

**Surety Bond shall cover 100% of the observation deck contract amount. This surety bond can be provided by the contractor performing the work.

Some coverages above may be provided, when appropriate, by prime and/or subcontractors. *Additional insured endorsements are required.

EXHIBIT C

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract Number _____

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE _____

DATE _____

EXHIBIT D

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

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

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

EXHIBIT E

City of Los Angeles CALIFORNIA



ERIC GARCETTI
MAYOR

NOTICE TO APPLICANTS & EMPLOYEES FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

This Employer is subject to the Fair Chance Initiative for Hiring Ordinance (FCIHO) (LAMC 189.00).

THESE ARE YOUR RIGHTS...

1. **Employers cannot inquire about or seek information about an Applicant's Criminal History until after a Conditional Offer of Employment has been made to the Applicant*.**
 - ✓ This includes job solicitations and applications or during any conversations or interviews
2. **If an Employer decides to rescind an offer of employment based on information discovered during the criminal background check, the Employer is required to perform an Individualized Assessment.**
 - ✓ Individualized Assessment - a written assessment that effectively links the specific aspects of the Applicant's Criminal History with risks inherent in the duties of the Employment position sought by the Applicant.
 - ✓ If the offer is rescinded, the Applicant must receive:
 - Written notification
 - Copy of the Individualized Assessment, and
 - Copies of any documentation used in the Employer's decision
3. **The Applicant has the right to the Fair Chance Process.**
 - ✓ The Applicant has the opportunity to provide information or documentation to an Employer regarding the accuracy of his/her Criminal History or Criminal History Report or that should be considered in the Employer's assessment, such as evidence of rehabilitation or other mitigating factors.
 - ✓ The Employer is required to hold the job open for at least five (5) days from the date notification of a rescinded offer of employment to allow an Applicant to submit such documentation, and, the Employer is required to review any documentation in order to reassess their decision.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (844) WagesLA – Email: WagesLA@lacity.org

*Note: Not all Applicants/Employees are covered under the FCIHO. Please see ordinance (LAMC 189.00) for more details.

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

AVISO PARA SOLICITANTES Y EMPLEADOS ORDENANZA DE LA INICIATIVA DE OPORTUNIDAD JUSTA PARA LA CONTRATACIÓN

Éste empleador está sujeto a la Ordenanza de la Iniciativa de Oportunidad Justa Para la Contratación (Fair Chance Initiative for Hiring Ordinance) (FCIHO) (LAMC 189.00).

ÉSTOS SON SUS DERECHOS...

1. **Los empleadores no deben preguntar al solicitante sobre los antecedentes penales hasta después de que se le ha dado al solicitante una oferta condicional de empleo.**
 - ✓ Ésto incluye solicitudes y solicitudes de empleo o durante cualquier tipo de conversaciones o entrevistas
2. **Si el empleador decide revocar la oferta de empleo como resultado de la investigación de antecedentes, el empleador está obligado a realizar una evaluación individualizada.**
 - ✓ Evaluación Individualizada – Un análisis por escrito de las funciones y responsabilidades del trabajo, los antecedentes penales del solicitante, y cualquier otro factores que pueden afectar a la decisión de contratación.
 - ✓ Si se retiró la oferta, el solicitante debe recibir:
 - Un aviso por escrito
 - Una copia de la evaluación individual, y
 - Copias de todos los documentos que el empleador utilizó a llegar a la decisión
3. **El solicitante tiene el derecho al proceso de la Oportunidad Justa.**
 - ✓ El solicitante tiene cinco (5) días desde la fecha cuando recibió el aviso de retiro de oferta para juntar y entregar documentos que muestra la prueba de rehabilitación y/o errores en la investigación de antecedentes. Se requiere que los empleadores examinen cualquier documentación presentada para reexaminar su decisión.

PARA MÁS INFORMACIÓN O ASISTENCIA, PUEDE LLAMAR A:

City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015

Teléfono: (213) 847-2625 – Email: WagesLA@lacity.org

*La nota: No todos los solicitantes/empleados están cubierto bajo el FCIHO. Consulte con la ordenanza (LAMC 189.00) para más detalles.

Phase	Expense	Cost	Source of Fund	Scope of Work	Deliverables	Previous Payments * (Advance #1 and Advance #2)	Advance #3	Advance #4	Advance #5	Advance #6	Advance #7	Payment #8	Upon Completion	Notes
Pre-Construction	Perkins & Will Design Fees	\$ 1,500,000	City-2019	- Architectural design - Art curation - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, survey, traffic study progress	\$ 1,380,000							\$ 120,000	8% held until
Construction	Construction Cost	\$ 1,000,000	City - 2021	Cultural Infrastructure			\$ 920,000						\$ 80,000	8% held until
Construction	Construction Cost	\$ 5,997,979	City - 2023 - CTEP (Municipal Facilities) Municipal Facilities Projects	Construction of Sankofa Park per approved plans	- Sankofa Park Construction				\$ 5,997,979					
Construction	Construction Cost	\$ 3,714,776	City - 2023 - CTEP (Physical Plant) Street Projects	Construction of K-Line Pedestrian Linkage per approved plans	- Sankofa Park and Tunnel Lid Construction				\$ 3,714,776					
Construction	Construction Cost	\$ 1,639,147	City - 2023 - Council Community Projects	Construction of Crenshaw Blvd. Tunnel Lid per approved plans	- Tunnel Lid Construction				\$ 1,639,147					
Construction	Construction Cost	\$ 417,314	City - 2023 - Citywide/Regional Arts Support & Community Cultural Programs	Construction of the Crenshaw Wall construction and public art restoration per approved plan	- Crenshaw Wall Restoration Construction					\$ 417,314				Can be released with approved expenditures
Construction	Construction Cost	\$ 1,170,764	City - 2023 - CTEP (Municipal Facilities) Municipal Facilities Projects	Purchase and installation of Sidewalk Pavers and Landscaping per approved plans	- Streetscape Construction - Sidewalk Pavers Purchase and Installation					\$ 1,170,764				
Pre-Construction	Perkins & Will Design Fees	\$ 135,390	State - 2019	- Architectural - Structural engineering - Civil engineering - Landscape design - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, art curation	\$ 124,559						\$ 10,831		8% held until
Pre-Construction	Owner's Representative Fees	\$ 76,900	State - 2019	Services for July 2019 - Oct. 2019	Monthly activity reports	\$ 70,748							\$ 6,152	8% held until
Pre-Construction	Perkins Construction Fees - Teeling, Mapping, Mobilization	\$ 95,000	State - 2019	Services for Sept 2019 - Dec 2019	Materials testing, underground utility mapping, and field office set-up	\$ 87,400							\$ 7,600	8% held until
Pre-Construction	Artist Fees	\$ 1,569,175	State - 2019	25% of first 10 permanent art commissions total budget	Signed contracts from artists	\$ 1,278,731	\$ 164,910						\$ 125,534	8% held until
Construction	PAW Anticipated Design Fees	\$ 150,900	State - 2019	- Architectural design - Civil engineering - Landscape design - Exhibition design	Permit drawing set progress	\$ 127,536	\$ 11,292						\$ 12,072	8% held until
Construction	Paver and Landscape Installation	\$ 5,499,810	State - 2019	Installation of Sidewalk Pavers and Landscaping per approved plans	Completion of Paver Teeling, Paver and Landscaping Installation	\$ 1,642,466	\$ 1,388,000	\$ 1,599,534	\$ 778,687				\$ 181,143	Retention held until completion
Construction	Owner's Representative Fees	\$ 211,475	State - 2019	Coordination meetings and communication with design team, contractor, and artists	Monthly activity reports	\$ 39,452	\$ 52,035	\$ 52,035	\$ 52,035				\$ 16,918	8% held until
Construction	PAW Anticipated Construction Administration Fee	\$ 830,000	State - 2019	Respond to requests for information, provide additional drawings / specifications, review construction progress, and art curation / placement	Document information sent in reply to contractor's requests, art placement updates, attend site meetings	\$ 108,339	\$ 167,760	\$ 305,501	\$ 192,000				\$ 66,400	8% held until
Construction	Outreach, Engagement, Comms	\$ 1,150,000	State - 2019	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activities	\$ 670,467	\$ 127,000	\$ 161,000	\$ 99,533				\$ 92,000	8% held until
Construction	Construction Costs	\$ 2,746,890	State - 2022	Sankofa Park -- General Conditions & Construction Management	Sankofa Park Construction									
Construction	Public Art Commissions	\$ 2,877,711	State - 2022	Design, fabrication, site prep activities, and commission installation	Installed art work		\$ 2,527,102						\$ 219,748	* Retention held until completion
Construction	Exhibition & Design/wayfinding	\$ 679,851	State - 2022	Design, fabrication, stakeholder engagement, and exhibition installation	Installed exhibition information and wayfinding signage		\$ 320,000	\$ 305,463					\$ 54,388	* Retention held until completion
Construction	Owner's Representative Fees	\$ 69,210	State - 2022	Coordination meetings and communication with design team, contractors, and artists	Monthly activity reports		\$ 32,000	\$ 31,673					\$ 5,537	* Retention held until completion
Construction	Outreach, Engagement, Comms	\$ 126,378	State - 2022	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activities		\$ 60,000	\$ 56,268					\$ 10,110	8% held until
Construction	Construction Costs	\$ 307,000	ARRA	54th Street East Parking Lot Construction	Parking Lot construction at 54th Street East								\$ 24,560	8% held until
Pre-Construction	Sankofa Park Design Fees	\$ 300,000	LA Metro	- Architectural design - Structural engineering - Civil engineering - Landscape design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, presentations, approval/permit process management	\$ 276,000			\$ 282,440				\$ 24,000	8% held until
Construction	Sankofa Park	\$ 14,200,000	LA Metro	Construction of Sankofa Park per approved plans	Completion of Sankofa Park to include the viewing platform, lighting, plaza, seating, utilities, landscaping, irrigation, security, signage Q4 2021 - storm drain construction Q1-Q2 2022 - utilities, footings, retaining walls, and plies Q2-Q3 2022 - concrete columns and slabs Q4 2022 - concrete stairs	\$ 3,724,660	\$ 3,519,220	\$ 3,820,120	\$ 2,000,000				\$ 1,136,000	8% held until
Pre-Construction	Analysis and Planning Costs	\$ 150,000	City 2024, BSL (CPUC Local Agency Technical Assistance Grant from State Awarded in November 2022)	analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within the communities adjacent to the Crenshaw Boulevard Corridor District. Work to be completed by Destination Crenshaw subcontractor HR&A	HR&A deliverables and expenditure approved by BSL						\$ 125,000		\$ 25,000	16% held until
Construction	Construction	\$ 500,000	City 2024- LADOT	construction of new traffic signals and crosswalks at Southbound Crenshaw Boulevard and Bynhurst Avenue, Northbound Crenshaw Boulevard to Sankofa Park, and Leimert Boulevard to Sankofa Park.	retention can be released after LACMTA approves reimbursement to the city						\$ 460,000		\$ 40,000	8% held until
Construction	Construction -- Traffic Control / TCTM	\$ 2,000,000	City 2024 - ABI 280	Funding is for additional K-rail, fencing, traffic control plan consulting, traffic control plan development, traffic control plan implementation and coordination with the Major Transit And Transportation Construction Traffic Management Committee	Reimbursement for previous expenses incurred						\$ 1,940,000		\$ 160,000	8% held until
Construction	Construction	\$ 140,725	General Fund	Construction of Public Right of Way and Public Property per approved plans	Sankofa Park and Tunnel Lid Construction per approved plans						\$ 140,725			No retention. See Agreement for guidelines for release of funds for restricted uses.
Construction	Construction	\$ 5,209,936	Gas Tax	Construction of Public Right of Way per approved plans	Crenshaw Wall Construction per approved plans Streetscape Construction per approved plans							\$ 5,209,936		Disbursement requires Bond for \$5,009,936.39 according to the agreement .
Construction	Construction	\$ 415,481	SPRF	54th Street & 50th Street East Parking Lot Construction for public parking	Parking lot construction at 50th and 54th Street East							\$ 415,481		
Total Funding Available		\$ 54,941,792				\$ 9,529,398	\$ 6,350,217	\$ 10,287,292	\$ 4,936,573	\$ 11,351,902	\$ 1,646,098	\$ 2,425,000	\$ 5,766,142	\$ 2,548,210

Funding Breakdown:	
LA Metro	\$ 14,500,000
State - 2019	\$ 9,716,650
State - 2022	\$ 6,960,000
City of Los Angeles	\$ 1,900,000
City of Los Angeles - 2021	\$ 1,000,000
ARRA Funding	\$ 307,000
City of Los Angeles-2023	\$ 13,000,000
City of Los Angeles-2024	\$ 2,650,000
City of Los Angeles-2024	\$ 5,766,142
Total Funding:	\$ 54,941,792

EXHIBIT G

CITY OF LOS ANGELES ARTIST RELEASE FORM

The Artist identified below ("ARTIST") seeks to display the artwork identified below ("ARTWORK") at the Destination Crenshaw Project ("PROJECT") located along Crenshaw Boulevard in Council District 8 in the City of Los Angeles ("CITY"). The ARTIST warrants and represents that he or she has entered into a contract (CONTRACT) with Destination Crenshaw, a 501(c)3 non-profit agency ("CONSULTANT"), to create and install the ARTWORK. That CONTRACT covers all right, title and all related intellectual property interests such as trademarks for the ARTWORK.

OWNERSHIP AND LICENSE: The ARTIST warrants and represents that the display of the ARTWORK as part of the PROJECT does not and will not infringe or violate the rights of any other party, including any copyright interests. The ARTIST grants to the CITY, the State of California ("STATE"), and the Los Angeles County Metropolitan Transportation Authority ("LA METRO") a non-exclusive license to display, copy, or reproduce the ARTWORK for any use during the time that the ARTWORK is installed in the public right of way or on other public property. This license and permission to display the ARTWORK at the Destination Crenshaw site may be revoked at the sole discretion of the CONSULTANT, subject to 60 days written notification to the CITY. For any ARTWORK removed from the public right of way, the public right of way shall be repaired as per instructions included in the Revocable Permit.

COMPENSATION: The ARTIST is engaged as an independent subcontractor to the CONSULTANT and will be responsible for any federal, state, and local taxes and fees applicable to payment. The ARTIST, and its subcontractors and employees, are not employees of the CITY, STATE, and LA METRO and are not eligible for any benefits through the CITY, STATE, and LA METRO, including, without limitation, health benefits, workers' compensation, unemployment compensation, and retirement benefits. The ARTIST attests that the CONSULTANT has paid ARTIST for satisfactory completion and performance of ARTWORK and fulfillment of all other obligations as set forth in the CONTRACT between CONSULTANT and ARTIST. The mutually agreed price in the CONTRACT shall represent full and complete compensation for all direct and indirect costs for the ARTWORK, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, permits, repairs, replacement, overhead and profit, and all liabilities, responsibilities, and obligations assigned to or assumed by ARTIST under the CONTRACT.

INDEMNIFICATION: The ARTIST shall indemnify, defend and hold the CITY, STATE, and the 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, damages, and expenses, including reasonable attorney's fees, which arise out of the installation and display of the ARTWORK, or arise out of or result from the performance of the ARTWORK.

Name of Artist (type or print legibly): _____

Address: _____

Email: _____ Phone: _____

Inventory of Artwork for display: _____

Artwork installed at: _____

Artist's Signature: _____ Date: _____

Consultant's Signature: _____ Date: _____

EXHIBIT H

CONTRACT SUMMARY SHEET

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

DATE: 7/30/2021

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Public Works- Engineering

CONTACT PERSON: Joanne Zhang PHONE: (213) 485-4553

CONTRACT NO.: C-138648 COUNCIL FILE NO.: 19-0898

ADOPTED BY COUNCIL: 7/2/2021 NEW CONTRACT X
DATE AMENDED AND RESTATED ____
APPROVED BY BPW: _____ ADDENDUM NO. ____
DATE SUPPLEMENTAL NO. ____
CHANGE ORDER NO. ____
AMENDMENT ____

CONTRACTOR NAME: Los Angeles County Metropolitan Transit Authority (LACMTA)

TERM OF CONTRACT: 7/29/2021 THROUGH: 7/29/2023

TOTAL AMOUNT: \$14,500,000

PURPOSE OF CONTRACT:

The purpose of this Contract is for Los Angeles County Metropolitan Transit Authority (LACMTA) to transfer property, \$14,500,000 in grants, and provide terms and conditions for the City's administration of grant funding for the implementation of Destination Crenshaw Sankofa Park Project.

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

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY
REGARDING DESTINATION CRENSHAW – SANKOFA PARK**

THIS MEMORANDUM OF AGREEMENT (this “**Agreement**”), dated as of _____, 2021 for reference purposes, is made by and between the Los Angeles County Metropolitan Transportation Authority (“**LACMTA**” or “**Metro**”), a public agency existing under authority of the laws of the State of California, and the City of Los Angeles (“**City**”), a municipal corporation and charter city of the State of California, acting by and through its Department of Public Works, Bureau of Engineering (“**BOE**”), and its Department of General Services (“**GSD**”). Each of City and LACMTA is sometimes referred to herein individually as a “**Party**,” and collectively, as the “**Parties**.” GSD shall act on behalf of City with respect to the matters set forth in Section 6 of this Agreement, and BOE shall act on behalf of City with respect to all other matters set forth in this Agreement.

RECITALS

A. LACMTA is designing and constructing LACMTA’s Crenshaw/LAX Project (“**CLAX**”), a light rail line which extends above and below ground, and at-grade from the existing Metro Exposition Line at Crenshaw and Exposition Boulevards traveling 8.5 miles to the Metro Green Line. The CLAX will serve the Crenshaw District, Inglewood, El Segundo, Westchester and surrounding areas in the City of Los Angeles with eight new stations along the line, including a new Leimert Park underground subway station (“**Leimert Park Station**”) located near the intersection of Crenshaw Boulevard and Vernon Avenue. As part of the development of CLAX, LACMTA’s goal is to provide transportation and transit improvements and also, with community feedback, to (1) preserve and enhance the unique cultural identity of each station area and its surrounding community by implementing art and landscaping; (2) promote a sense of place, safety, and walkability by providing street trees, walkways or sidewalks, lighting, awnings, public art and/or street furniture; (3) provide additional landscaping within the right-of-way or in project property to create a buffer between sensitive uses and the project; and (4) where practical and appropriate, add additional landscaping and enhanced design features to minimize the visual image of transit facilities (*see Section 4.4.3 (pp. 4-93--4-95) of CLAX FEIS/FEIR*). Further, LACMTA seeks to promote community preservation in the communities directly affected by CLAX, and facilitate the creation of transit-oriented communities (“**TOCs**”) that expand mobility options, promote sustainable urban design, and help transform communities.

B. The Destination Crenshaw project (“**Destination Crenshaw**”) is a proposed outdoor museum and placemaking initiative of public art and streetscape design, as conceptually depicted in **Exhibit A** attached hereto, that is a mobility improvement corridor designed to enhance the area between the Hyde Park and Leimert Park Stations. Destination Crenshaw is comprised of multiple project elements (platforms and parks) along a 1.3-mile stretch of Crenshaw Boulevard,

which overlaps an at-grade segment of CLAX; the project being borne out of the efforts of a group of community stakeholders and City.

C. One of the elements of Destination Crenshaw is Sankofa Park (the “**Project**”, as further defined in this Agreement), located at the intersection of Crenshaw and Leimert Boulevards and within walking distance of the Leimert Park Station. The Project is conceived as an amphitheater for performances, festivals, and community gatherings and will include a park and streetscape design elements including trees, raised viewing platform with south-facing views down Crenshaw Boulevard overlooking a plaza and the CLAX railroad guideway, crosswalks and other features that will improve the quality of the street and provide a strong connectivity between the community and the Leimert Park Station, as conceptually depicted in the renderings shown on **Exhibit B** attached hereto. The Project will bridge CLAX with Destination Crenshaw and the art and cultural community of Leimert Park. The Project is representative of LACMTA’s vision for TOCs.

D. City selected Destination Crenshaw, a 501(c)(3) non-profit entity (“**Consultant**”) to design and construct Destination Crenshaw, including the Project, pursuant to the terms and conditions set forth in that certain Agreement for the Destination Crenshaw Project between City of Los Angeles and Destination Crenshaw dated November 25, 2019 (Contract No. C-134516) (as amended from time to time, the “**City-Consultant Agreement**”).

E. LACMTA has been working collaboratively with Destination Crenshaw stakeholders to explore and coordinate Project elements that capitalize on synergies between CLAX and Destination Crenshaw.

F. On July 25, 2019, the LACMTA Board of Directors (the “**LACMTA Board**”) authorized LACMTA’s funding and support of Destination Crenshaw (pursuant to Board Report #: 2019-0575), which support includes construction funding of the Project in an amount not to exceed \$15,000,000, inclusive of staff support time. On October 22, 2020, the LACMTA Board took action on the proposed transfer of certain real property owned by LACMTA to City for use in developing the Project, all as further described in this Agreement. The Project contributes to CLAX and Destination Crenshaw in a collaborative manner that is beneficial to both projects.

G. City and LACMTA desire to enter into this Agreement to set forth the terms and conditions regarding LACMTA’s support of the design and construction of the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The terms set forth in the Recitals above are hereby incorporated by this reference as if set forth in full herein.

2. Designation of Representatives.

2.1 City Representative. The City Engineer shall designate a person, persons, the holder of specified offices or positions or a third-party consultant or consultants to act as the “**City Representative**” for the Project. The City Representative shall manage and coordinate City’s interaction with LACMTA concerning the Project and each component thereof in a timely manner. The City Representative is authorized to bind City where City approval is required under this Agreement, unless (a) otherwise specified herein or required by the Los Angeles Charter and Administrative Code, or (b) the City Council requests to exercise such approval authority for a particular discretionary decision or decisions. City may change its City Representative by providing seven (7) days prior written notice to LACMTA.

2.2 LACMTA Representative. The Chief Executive Officer of LACMTA shall designate a person, or the holder of a specified office or position, to act as the “**LACMTA Representative**” for the Project. The LACMTA Representative shall manage and coordinate LACMTA’s interaction with City concerning the Project and each component thereof in a timely manner. The LACMTA Representative is authorized to bind LACMTA where LACMTA approval is required under this Agreement unless (a) otherwise specified herein or (b) LACMTA Representative reasonably determines that any action exceeds the authority authorized by the LACMTA Board in connection with this Agreement, in which event further LACMTA Board determination may be necessary. LACMTA may change its LACMTA Representative by providing seven (7) days written notice to City.

The City Representative and the LACMTA Representative shall confer from time to time to coordinate the work required to complete the Project.

3. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below; any capitalized terms not listed in this Section 3 shall have the meanings provided to such terms as specifically set forth elsewhere in this Agreement:

3.1 “Assignment Agreement” has the meaning set forth in Section 6.2.

3.2 “Billboard Lease” has the meaning set forth in Section 6.2.

3.3 “City-Consultant Agreement” has the meaning set forth in Recital D.

3.4 “City Facility” or “City Facilities” means real or personal property under the exclusive ownership or operation of City, and shall include, but not be limited to, public streets, roadways, curbs and gutters, sidewalks, traffic signals, signing, roadways, bridges, retaining walls, alleys, water lines, storm drains, sanitary sewers, parking lots, parks, public landscaping and trees, traffic control devices/systems, street lighting systems, street furniture, benches, survey monuments, trash cans and public, police and fire alarm systems.

3.5 “City Representative” means the person or persons designated by City to represent it in the Project, as further defined in Section 2.1.

3.6 “City Standards” means City’s rules, regulations, ordinances, practices and codes of City, including, but not limited to, standards, plans, specifications, general provisions and

approved materials for public works projects that City has documented in writing. City Standards may also include published standards of appropriate, recognized professional organizations or requirements of the State of California or Federal Government.

3.7 “Commencement Date” means the date the Office of the City Clerk of Los Angeles attests this Agreement, except in the event that LACMTA executes this Agreement after such attestation, in which case the date of such execution by LACMTA shall be the Commencement Date.

3.8 “Conflicting Facility” means an existing LACMTA Facility, which City and LACMTA determine is so situated as to require Rearrangement (defined below) in order for City and/or its Consultant to construct the Project without adversely impacting such LACMTA Facility.

3.9 “Construction” means the work of removal, demolition, replacement, restoration, alteration, realignment, building, fabricating, landscaping of: (a) all City Facilities and Replacement Facilities (defined below) undertaken by City or Consultant and their contractors, and (b) new facilities to be built, and systems and equipment to be procured and installed that are necessary for the Project, in accordance with approved plans and specifications.

3.10 “Consultant” has the meaning set forth in Recital D (or, if applicable, any person, persons or entity contracted by City to replace Consultant after termination, in whole or in part, of Consultant in accordance with the terms of the City-Consultant Agreement as City may determine to be necessary or desirable to satisfy City’s obligations under this Agreement).

3.11 “Costs” shall mean all direct and indirect costs incurred by City or LACMTA for activities or work performed or materials acquired in performing a task pursuant to this Agreement, including but not limited to, labor costs, Consultant costs, and LACMTA contractor or consultant costs; provided, however, that any costs incurred by LACMTA that either have not been approved in advance and in writing by City or were not incurred in conjunction with actions the City directed LACMTA to perform shall not be deemed “Costs” for purposes of this Agreement.

3.12 “Design” means engineering, architectural and other design work and the resulting maps, plans, specifications, special provisions, drawings, calculations, computer software and estimates which are needed to construct the Project or any Rearrangements (defined below).

3.13 “Destination Crenshaw” has the meaning set forth in Recital B.

3.14 “Fiscal Year” means the period July 1 through June 30 of a year .

3.15 “Grant Deed” shall have the meaning set forth in Section 6.1.

3.16 “Hazardous Material” means any chemical, substance, material, or waste or component thereof the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law, or which is now or hereafter listed, defined, or regulated as a flammable explosive, radioactive material, hazardous or toxic chemical, substance, material or waste or component thereof (whether injurious by themselves or in conjunction with other materials) by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community “right-

to-know” requirements adopted by such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. Without limiting the generality of the foregoing, Hazardous Material shall include, but not be limited to, any material or substance which is: (1) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (2) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory, California Health and Safety Code Section 25500, et seq.), (3) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances, California Health and Safety Code Section 25280, et seq.), (4) petroleum, (5) asbestos, (6) defined as a “hazardous constituent,” “hazardous material,” “hazardous waste,” or “toxic waste” under Article 2 of Chapter 10 (Section 66260.10) or defined as a “hazardous waste” under Article 1 of Chapter 11 (Section 66261.3) of Title 22 of the California Code of Regulations, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste, 22 C.C.R. Section 66001, et seq.), (7) designated as a “hazardous substance” pursuant to Section 311 (33 U.S.C. § 1321) of the Clean Water Act of 1977, as amended (Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.), (8) defined as a “hazardous waste” pursuant to Section 1004 (42 U.S.C. § 6903) of the Federal Resource Conservation and Recovery Act of 1976, as amended (RCRA, 42 U.S.C. § 6901, et seq.), (9) defined as a “hazardous substance” pursuant to Section 101 (42 U.S.C. § 9601) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA, 42 U.S.C. § 9601, et seq.), or (10) defined as “hazardous material” under Section 103 (49 U.S.C. § 1802) of the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), as such laws may be amended from time to time, and the regulations adopted and publications promulgated pursuant to such laws.

3.17 “Interlocutory Judgment” has the meaning set forth in Section 6.2.

3.18 “LACMTA Board” shall have the meaning set forth in Recital F.

3.19 “LACMTA Facility” or “LACMTA Facilities” is a facility under the ownership or operating jurisdiction of LACMTA, which is a component of a Transit Project (defined below).

3.20 “LACMTA Representative” means the person designated by the Chief Executive Officer of LACMTA pursuant to Article III of this Agreement to represent LACMTA in all dealings with City for purposes of this Agreement. The LACMTA Representative is authorized to bind LACMTA where LACMTA approval is required under this Agreement, unless otherwise specified herein.

3.21 “LACMTA Right-of-Way” or “LACMTA ROW” means: (a) real property owned or controlled by LACMTA or used for LACMTA transit purposes, and (b) those portions of public streets or rights-of-way on which are located LACMTA transit facilities or which are otherwise used and maintained by LACMTA for its Transit Projects.

3.22 “LACMTA Standards” means the rules, regulations, ordinances, practices and codes of LACMTA, including but not limited to, standards, plans, specifications, general

provisions and approved materials for public works projects that LACMTA has documented in writing. LACMTA Standards may also include published standards of appropriate, recognized professional organizations or requirements of the State of California or Federal Government.

3.23 “Leimert Park Station” has the meaning set forth in Recital A.

3.24 “Project” has the meaning set forth in Recital C, and as Sankofa Park is described in the LACMTA Board Report in connection with the action taken by the LACMTA Board of Directors on July 25, 2019.

3.25 “Property” shall have the meaning set forth in Section 6.1.

3.26 “Rearrangement” means the: (a) work of alteration, removal, replacement, reconstruction, restoration, support or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary, which facility LACMTA and City mutually determine must be rearranged in order to design, build, and/or operate the Project, and (b) work of installing new and required LACMTA Facilities due to the impact of the Project construction.

3.27 “Replacement Facility” means a facility, which is constructed or provided under the terms of this Agreement as a consequence of the Rearrangement of a Conflicting Facility or portion thereof.

3.28 “Termination Date” means the date that is the earlier to occur of (a) the date that LACMTA has performed a final audit of the expenditure of the LACMTA Funds (defined below), to LACMTA’s reasonable satisfaction, pursuant to Section 19.1 below, or (b) twelve (12) months following the final disbursement of LACMTA Funds from LACMTA to City.

3.29 “TOCs” has the meaning set forth in Recital A.

3.30 “Transit Project” means any LACMTA rail project, busway project, or LACMTA facility project necessary or convenient for operation of LACMTA’s rail transit system or busway transit system, which project is either completed and in operation, or in the process of being constructed, reconstructed, altered, or extended, including but not limited to, CLAX.

3.31 “Work Order” is defined as that document which City shall issue to LACMTA authorizing funding for a defined scope for performance of Design, Construction, and/or supply of materials and equipment for a Rearrangement to be performed by LACMTA pursuant to the terms of this Agreement, which will become effective with LACMTA acceptance by signing off on the Work Order.

4. Term. This Agreement shall commence on the Commencement Date and shall terminate on the Termination Date, unless terminated earlier as provided in this Agreement.

5. LACMTA Funding - Requirements. LACMTA’s grant for the Project is limited to Fifteen Million Dollars (\$15,000,000.00), comprising of (i) Fourteen Million Five Hundred Thousand Dollars (\$14,500,000.00) (any portion of this sum or the total sum may be referred to hereinafter as the “**LACMTA Funds**”) to pay the cost of design and construction of the Project, which categories of allowable construction costs are set forth in Exhibit C attached hereto and

incorporated herein by this reference (List of Allowable Construction Costs), plus (ii) Five Hundred Thousand Dollars (\$500,000) for LACMTA staff time to perform coordination and review of the Project (collectively, the expenditure for Project design and construction costs and LACMTA staff time may be referred to hereinafter as the “**Allowable Costs**”). LACMTA shall not be responsible for funding any exhibition design or artist commissions associated with the Project. Allowable Costs may have been incurred before the execution date of this Agreement.

5.1 Payment Schedule; Submission of Invoices and Documentation.

5.1.1 Commencing with the Commencement Date, unless otherwise stated in this Agreement, in order to satisfy LACMTA’s invoicing requirements for disbursement of the LACMTA Funds, City shall submit to LACMTA an Advance Payment Invoice, and Expenditure and Reconciliation Reports (each, defined below), along with supporting details of expenses, and such other documentation that LACMTA may reasonably require from time to time by written request to City (collectively, “**Invoice and Documentation**”), in accordance with the terms and conditions further detailed in this Section 5.

City shall submit the Invoice and Documentation to:

ACCOUNTSPAYABLE@METRO.NET (preferable)

Or

Mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable – Mail Stop 99-20-2
P.O. Box 512296
Los Angeles, CA 90051-0296

All Invoices and Documentation must contain the following information:

Except for the submission of the first Advance Payment Invoice, the supporting detail for the subsequent submittals that will include an Expenditure and Reconciliation Report must be at a level that will allow LACMTA to understand the type and purpose of activities performed. This includes information about location, materials, services, and equipment, being invoiced and how it relates to LACMTA’s stated benefits identified in the Board Report #2019-0575 approved by the LACMTA Board in July 2019.

All Invoices and Documentation should include the wording “Re: Destination Crenshaw’s Sankofa Park – City of LA Contract 1120 – LACMTA Funding Agreement FA#MOUCRENSH112000 - Nalini Ahuja, CFO” on the invoice submittals.

5.1.2 Payment Schedule; Initial Payment. LACMTA shall issue the initial payment of LACMTA Funds to City following execution of this Agreement and receipt of an Advance Payment Invoice (defined below) from the City. Subsequent to the initial payment, the processing of payments will generally follow the schedule set forth in the “**Payment Schedule**” attached hereto as **Exhibit D** and incorporated herein by this reference, and shall be made in

conformance with the terms and conditions set forth in this Section 5.1. With respect to the initial payment to be made to City, the amount set forth in the initial Advance Payment Invoice shall not exceed the first payment shown in the Payment Schedule.

5.1.3 Subsequent Payments; Expenditure and Reconciliation Report. Prior to receipt of any payment, City shall submit to LACMTA an “**Advance Payment Invoice**” which shall be on City letterhead, signed by the City Representative, substantially in the form attached hereto as **Exhibit E**, along with an Expenditure and Reconciliation Report, no later than thirty (30) days prior to the end of each advance payment period shown in the Payment Schedule. The “**Expenditure and Reconciliation Report**” shall show: a) the amount of the LACMTA Funds previously advanced to City (each, an “**Advance Payment**”), including the date(s) received, b) how the Advance Payment received during the prior disbursement was used, including reference to the period covered and line item detail (budget vs. actual) for each application of Advance Payment, along with relevant supporting documentation from Consultant and any other Project contractor and subcontractor relating to such expenditures (“**Supporting Documentation**”, as further described below), and c) the amount of any remaining unapplied/unused funds from the prior Advance Payment (“**Unused Funds**”).

5.1.4 LACMTA Review of Invoices and Documentation. Upon receipt of the Expenditure and Reconciliation Report, LACMTA will have thirty (30) days to review and approve or disapprove the Invoice and Documentation. LACMTA shall use good faith efforts to complete review in a timely manner. Upon completion of its review, LACMTA shall provide written notice to City of its approval or disapproval of the Invoice and Documentation (“**Notice of Decision**”). In the event the Notice of Decision is a disapproval, LACMTA will include an explanation of the basis of the disapproval (e.g., identification of any disallowed expenditure of LACMTA Funds). City shall have fifteen (15) days following the Notice of Decision to submit its revised Invoice and Documentation, including the adjustment of any disallowed expenditure to reflect such amount as Unused Funds in the revised Expenditure and Reconciliation Report. In the event City disagrees with LACMTA’s disapproval of any expenditure, City shall provide written notice of its disagreement with LACMTA’s Notice of Decision (“**Notice of Rejection**”), and the Parties shall meet and confer in an effort to resolve the dispute. In the event the Parties fail to resolve the dispute within ten (10) days of the date of the Notice of Rejection, the Parties shall follow the dispute resolution process set forth in Section 20 of this Agreement. Until the Parties resolve the dispute, there shall be no further remittance of any Advance Payment from LACMTA to City.

5.1.5 General Standards Applicable to Advance Payment, Invoices and Documentation.

5.1.5.1 Supporting Documentation shall include copies of Consultant, Project contractor and subcontractor invoices, payroll registers, timesheets, purchase orders, receipts and other documents of proof as may be required by LACMTA to validate the amount and allowability of the expenditure of LACMTA Funds.

5.1.5.2 In the event an Expenditure and Reconciliation Report shows Unused Funds remaining (including any undisputed disallowed expenditure that is converted to Unused Funds in a revised Expenditure and Reconciliation Report), then notwithstanding what is

reflected in the Payment Schedule, LACMTA's payment of the next Advance Payment shall be net of the Unused Funds.

5.1.5.3 Any payment of LACMTA Funds to the City shall be used exclusively for Allowable Costs under this Agreement and shall not be commingled by City with other funds from other sources administered by City.

5.2 Use of Funds.

5.2.1 City shall require employees and Consultant, and require Consultant to require any of its Project contractors or subcontractors, to utilize the LACMTA Funds for Allowable Costs only. Notwithstanding anything to the contrary herein, LACMTA acknowledges and agrees that Allowable Costs may include costs incurred prior to the Commencement Date.

5.2.2 City shall prohibit the use of LACMTA Funds for any other projects not specified in this Agreement. Further, City shall prohibit use of LACMTA Funds for any expense or activities beyond Allowable Costs outlined in this Agreement. This provision may be verified by LACMTA through on-going monitoring and through any LACMTA interim and final audits (as further described in Section 19 of this Agreement).

5.2.3 City shall, pursuant to this Agreement, prohibit City's agents, officers, employees, contractors and/or subcontractors, from having a personal interest, direct or indirect in the Project and to comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

5.3 Disbursement of Funds.

5.3.1 Disbursement. LACMTA shall disburse Advance Payments to City upon satisfactory review of an Invoice and Documentation submittal; or, in the event of a dispute as described in Section 5.1.4, LACMTA shall disburse the Advance Payment following resolution of the dispute.

5.3.2 Electronic Payment. LACMTA will make all disbursements to City electronically unless an exception is requested in writing. Disbursements via Automated Clearing House ("ACH") will be made at no cost to City. City must complete the ACH form and submit such forms to LACMTA before payments can be made. ACH forms can be found at https://media.metro.net/projects_studies/tod/images/Metro%20ACH%20Form.pdf.

5.3.3 One Time Grant. This is a one-time only grant of LACMTA Funds to City, subject to the terms and conditions agreed to herein. This grant of LACMTA Funds does not imply nor obligate any future funding commitment on the part of LACMTA.

5.3.4 Sources and Disposition of Funds. The obligation of LACMTA to grant LACMTA Funds for Allowable Costs of the Project is subject to sufficient funds being made available for the Project by the LACMTA Board. If LACMTA Funds are not made available for the Project, LACMTA shall have no obligation to provide the LACMTA Funds for the Project unless otherwise agreed to in writing by LACMTA.

5.3.5 Timely Use of Funds / Programming of LACMTA Funds.

5.3.5.1 City must demonstrate timely use of the LACMTA Funds by:

- i. The submittal of an Expenditure and Reconciliation Report satisfactory to LACMTA with every Advance Payment Invoice; and
- ii. Expending the LACMTA Funds for the Allowable Costs and completing the Project no later than twenty-four (24) months following the Commencement Date.

5.3.5.2 If City fails to meet any of the conditions outlined in this Agreement (subject to any applicable notice and cure periods), the commitment of the LACMTA Funds shall be considered lapsed and the LACMTA Funds allocated by this Agreement will be submitted to the LACMTA Board for de-obligation.

6. Real Property Transfer.

6.1 Transfer of the Property.

6.1.1 Property and Timing of Transfer. In consideration of City's performance of its obligations set forth in this Agreement, LACMTA will transfer to City that certain real property designated as APN 5013-023-900, located at 4444 Crenshaw Boulevard in the City of Los Angeles, County of Los Angeles, California (the "**Property**"), by executing and delivering a Grant Deed, the form of which is attached hereto as **Exhibit F** ("**Grant Deed**") to City no later than the date (the "**Transfer Date**") that is ten (10) days following City's notification to LACMTA that City approves receipt of the Property (the "**Notification Date**"); and City agrees to accept title to the Property, subject to the terms and conditions set forth in this Section 6. As used herein, the term "**Property**" shall mean a fee interest in and to an approximately 10,755 square foot property, as more particularly described and depicted on the legal description attached as Attachment 1 to the Grant Deed, and all improvements, structures, and non-movable fixtures (if applicable) presently located thereon, including, without limitation, the billboard sign erected and operated under the Billboard Lease (defined below), subject to all liens, encumbrances, encroachments, easements, leases, licenses, covenants, conditions, reservations, restrictions, rights and rights-of-way existing as of the Transfer Date, including, but not limited to, the Billboard Lease.

6.1.2 Pre-Transfer Matters. From the Commencement Date through the Transfer Date, LACMTA shall (a) not enter into or amend any contract or agreement, or create any exceptions or encumbrances to title, that will be an obligation affecting the Property subsequent to the Transfer Date without City's prior written consent, (b) provide City with a copy of any written notice it receives from a governmental authority that the Property is in violation of any law applicable (or alleged to be applicable) to the Property, or any part thereof, (c) continue to maintain the Property in the same manner in which LACMTA is currently maintaining the Property, (d) not modify any entitlements related to the Property without City's prior written consent, and (e) perform its material obligations under contracts and agreements that affect the Property to the extent that such obligations are required to be satisfied during the period from the Commencement Date through the Transfer Date.

6.1.3 Property Representations and Warranties. LACMTA hereby represents and warrants to City that, except as otherwise disclosed in writing to City prior to the Notification Date, (i) there is no action or proceeding (threatened in writing or pending), relating to the Property in which LACMTA is named, and, to LACMTA's knowledge, there is no action or proceeding (threatened in writing or pending) against LACMTA relating to the Property, (ii) LACMTA has not received from any governmental authority written notice of any violation of any laws applicable to the Property or any part thereof that has not been corrected, and (iii) there is no tenant, licensee, or any person who has a possessory interest in the Property other than pursuant to the Billboard Lease. The foregoing representations and warranties are made as of the Commencement Date and are remade as of the Transfer Date.

6.2 Property Subject to Billboard Lease; City Assumes Rights and Obligations Related to Billboard Lease. LACMTA has informed City and City is aware that in connection with LACMTA's acquisition of the Property, the Property is subject to that certain Interlocutory Judgment in Condemnation as to Defendant CBS Outdoor LLC entered by the Superior Court of California, County of Los Angeles on May 22, 2014 in Case No. BC510595 (the "**Interlocutory Judgment**"), attached hereto as **Exhibit G**, which provides that LACMTA's interest in the Property is subject to an existing Lease No. 25671 dated October 1, 1975 and Addendum thereto dated April 7, 2012 (collectively, the "**Billboard Lease**"), attached hereto as **Exhibit H**. LACMTA hereby represents and warrants to City that the copies of the Interlocutory Judgment and the Billboard Lease attached hereto are true, correct and complete copies, and neither the Interlocutory Judgment nor the Billboard Lease have been modified, supplemented or amended except as set forth in the copies attached hereto. In connection with the transfer of the Property to City, City agrees it will assume from LACMTA all rights and obligations of LACMTA concerning the Billboard Lease, as set forth in the Billboard Lease and certain rights and obligations of LACMTA set forth in paragraphs 5, 6, 7 and 9 of the Interlocutory Judgment. In furtherance thereto, concurrent with the execution and delivery of the Grant Deed, the Parties agree to execute an Assignment and Assumption of Billboard Lease and Certain Obligations Under the Interlocutory Judgment (the "**Assignment Agreement**") in the form attached hereto as **Exhibit I**.

6.3 Condition of Property; Releases from Liability. City acknowledges and agrees to the following:

6.3.1 Transfer "AS-IS, WHERE IS". The transfer of the Property will be made on an "AS IS, WHERE IS" basis; and, except for the representations and warranties of LACMTA set forth in this Agreement, (a) LACMTA makes no representations or warranties as to the physical condition, title or any aspect of the Property or in connection with any matter relating to its condition, value, fitness, use, or regulations which may be relied directly or indirectly; (b) City acknowledges that it is relying solely upon its own inspection, investigation and analyses of the Property it is receiving and its own verification of the information contained therein in entering into this Agreement and is not relying in any way upon any representations, statements, agreements, warranties or other information or material furnished by LACMTA or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters, except to the extent City is expressly permitted to rely upon any such information or material in writing by the provider of such information or material; and (c) LACMTA shall not be liable for any failure to investigate the Property or for any verbal or written statements,

representations, appraisals, environmental assessment reports or other information furnished to City by LACMTA.

6.3.2 LACMTA Released from Liability. Except as expressly set forth herein or in the Assignment Agreement, City, on behalf of itself and its successors and assigns, its Consultant, and their respective owners, members, officers, directors, employees, consultants, partners, stockholders, contractors, and agents ("**City Releasing Parties**"), agrees that in connection with accepting title to the Property, City irrevocably and absolutely waives its right to recover from, and forever releases and discharges, and covenants not to file or otherwise pursue any legal action against, LACMTA, and its subsidiaries and each of their predecessors and successors, and all of their officers, employees, agents, contractors, assignees, and representatives, from, any and all claims, liabilities, demands, damages, causes of action, costs, and expenses (including without limitation, reasonable experts' and attorneys' fees) or costs of whatever kind or nature, whether direct or indirect, known or unknown, contingent or otherwise that may arise on account of or in any way be connected with the Property or any portion thereof, including without limitation, any claim in connection with the Billboard Lease or Interlocutory Judgment (collectively, the "**Released Claims**") including, without limitation, the physical, environmental and structural condition of the Property or any law or regulation applicable thereto, or any other matter relating to the use, presence, discharge or release of Hazardous Materials on, under, in, above or about the Property, and any Released Claim suffered by reason of the theories of impairment of access, inverse condemnation, eminent domain, property damages, loss of income, loss of business goodwill, relocation assistance pursuant to Federal and/or State law and implementing regulations or otherwise.

It is City's intention in executing this Agreement and accepting title to the Property that it shall be effective as a bar to each and every Released Claim, and in furtherance of this intention City on behalf of itself and the City Releasing Parties, waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides:

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



City's Initials

6.3.3 Transit Proximity Waiver.

6.3.3.1 Description of Transit Proximity Risk. City acknowledges that the Property is adjacent or proximate to CLAX and operations of LACMTA and public and private transit lines on, over, or under the LACMTA ROW. City further acknowledges that, in connection with the use and development of the Property, City and its tenants, successors and assigns, and all users of the Property may be subjected to disturbance, inconvenience, annoyance and nuisance commonly associated with or commonly related to: (a) the construction, operation, expansion, use, repair, maintenance, replacement, reconstruction or any increased, operations, use or

provision of transit services on or of the LACMTA ROW; (b) the operation of bus service, any subway, light rail or other public or private transit lines and/or other public or private transit service in, on, over, or under the LACMTA ROW; and (c) the activities of LACMTA, its successors and assigns and their transit patrons, board members, officers, directors, employees, agents, consultants, contractors, invitees and guests (collectively, "**LACMTA Transit Parties**") in and around the LACMTA ROW. Any such disturbance, inconvenience, annoyance and nuisance commonly associated with or commonly related to the matters described in (a) through (c) are collectively referred to hereinafter as the "**Transit Proximity Risks**". The Transit Proximity Risks include all: (i) vehicle exhaust; (ii) noise, vibrations and odor (including, without any limitation whatsoever, noise, vibrations and odor from the operation of the Project, and all other noise, vibrations and odor commonly associated with a subway, bus or other public or private transit operation); (iii) other noise sources (including without any limitation whatsoever, from any LACMTA Transit Parties); (iv) lighting from the LACMTA ROW; and (v) as such Transit Proximity Risks set forth in (i) through (iv) above may be increased from time to time. Transit Proximity Risks exclude claims arising from the negligence or willful misconduct of the LACMTA Transit Parties. The term "LACMTA" as used in this Section 6.3.3.1 shall include: (a) any transit company validly operating public or private transit lines on, over, or under the public streets, sidewalks or rights-of-way surrounding the LACMTA ROW or within or in proximity to the LACMTA ROW or which operates or maintains CLAX; (b) any other persons employed, retained or engaged by LACMTA for that purpose, or for the purpose of maintaining, repairing, restoring or reconstructing the LACMTA ROW or CLAX, and (c) LACMTA's successors and assigns.

6.3.3.2 Transit Proximity Risk Release. City, on behalf of itself and the City Releasing Parties, hereby releases and waives all claims, including claims of remediation, against LACMTA Transit Parties for any loss sustained by, or any damage to or injury of, City or the Property, arising out of the Transit Proximity Risks. In connection with and to the extent of the foregoing release and waiver, City, on behalf of itself and the City Releasing Parties, waives the benefit of California Civil Code § 1542, which provides as follows:

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


City's Initials

6.3.3.3 Survival. The terms and conditions included in this Section 6.3 shall survive the expiration or termination of this Agreement.

7. Project Costs. Notwithstanding LACMTA's contribution of the LACMTA Funds as described herein, City agrees that it or Consultant shall be responsible for all Costs associated with the Project (subject to the \$500,000 allocated by LACMTA for LACMTA staff time in connection with the Project), including but not limited to, all Costs associated with the operation and maintenance of the Project.

8. Project Standards. City shall require that any Design, Construction or operation of the Project shall be performed in accordance with the following standards and requirements:

8.1 All work on the Project (with the exception of any Rearrangements, which are specifically addressed in Section 13) will conform with City Standards. City agrees to require adherence to the City Standards by Consultant and will include those requirements in its contracts with Consultant (and require Consultant to require adherence to the City Standards by its contractors and subcontractors).

8.2 Should any Construction of the Project require a Rearrangement, as mutually determined by City and LACMTA, City shall consult with the LACMTA Representative in establishing the schedule for Design and Construction of any Rearrangement; provided, however, the schedule shall be consistent with LACMTA's schedule for any ongoing construction of a Transit Project (including CLAX), as determined by LACMTA.

8.3 Notwithstanding City inspection or approval of any Design or Construction, all work performed for the Design or Construction of any portion of the Project that is within twenty five (25) radial feet of the center line of the CLAX track shall be subject to LACMTA inspection and final approval pursuant to Section 10 herein. LACMTA also may inspect the Construction of Rearrangements undertaken by City or Consultant to ensure that the work has been performed in accordance with the LACMTA-approved Designs.

8.4 The Design, Construction or operation of the Project shall be coordinated with LACMTA so as not to interfere with the continuous, on-going construction of any Transit Project (including CLAX) being performed by LACMTA or its contractors, or any continuous, ongoing safe operations of any completed Transit Project (including CLAX)

8.5 The Design, Construction or operation of the Project shall not result in any increased cost or expense to be borne by LACMTA in connection with its construction or operation of any Transit Project.

8.6 City is responsible for ensuring that Consultant is in compliance with insurance, business tax registration certificate and prime contractor provisions as set forth in the City-Consultant Agreement (and require Consultant to require compliance with such requirements by its contractors and subcontractors with respect to similar requirements in its contracts).

9. Design Criteria, and Maintenance. The Design and Construction of the Project and any City Facilities related to the Project (including utilities, street and sidewalk restoration, traffic control, and any repair, replacement, or other construction of City Facilities) shall be made at City's or Consultant's sole responsibility and expense, to conform to the City Standards then in effect.

10. LACMTA Review. CITY shall provide to LACMTA for its review and approval, all Design and Construction plans for any portion of the Project that is within twenty five (25) radial feet of the center line of the CLAX track prior to the commencement of any Construction work. LACMTA review and approval herein shall be in accordance with the process and timeline set forth for Rearrangements in Section 13.4 LACMTA will not arbitrarily or capriciously withhold

or delay any LACMTA action or approval that is required under this Agreement to complete the Project.

11. Construction Requirements. City agrees that with respect to all Construction associated with the Project, it shall (or shall require Consultant to):

11.1 Obtain, prior to commencement of Construction of the Project, all required federal, state and municipal permits, licenses and approvals;

11.2 Comply in all material respects with all applicable federal, state, and local laws, regulations, building codes and ordinances and with the terms and conditions of all permits and approvals applicable to the Construction; and

11.3 Cause all Construction to be performed in a safe and workmanlike manner.

12. Means and Methods; Safety. Subject to the rights of LACMTA hereunder, including but not limited to the rights to review and approve any Design and Construction plan that impacts any LACMTA Facility to the extent provided in this Agreement, as between City and LACMTA, City shall have sole responsibility for, and control over, all construction means, methods, sequences, techniques and procedures, including all safety programs and precautions, in connection with the Design and Construction of the Project, and LACMTA shall have no responsibility or liability therefor. No approval by LACMTA or its engineers or consultants of any Design or Construction plans for the Project or other submittals shall be deemed to create any responsibility by LACMTA or its engineers or consultants for such items or any deficiencies therein, nor shall such approval be deemed to release City from any of its obligations hereunder, nor be deemed a waiver by LACMTA of any rights other than the right to approve the item in question based on the information submitted. This Section 12 does not apply to any Rearrangements for which LACMTA performed the Design and Construction.

13. Rearrangements. In the event the Parties mutually determine that a LACMTA Facility is a Conflicting Facility that will require Rearrangement, the following shall apply:

13.1 Unless otherwise determined by LACMTA in its sole discretion, City shall (or shall require Consultant to) design and construct all Replacement Facilities, subject to LACMTA's review and approval.

13.2 The Design of any Replacement Facilities shall be in accordance with LACMTA Standards.

13.3 The Costs of any Rearrangements shall be borne by City or Consultant.

13.4 The Parties will develop a mutually agreeable process and schedule for the submittal of plans and specifications for each Rearrangement at the preliminary engineering, design development and final design stages and for LACMTA review and approval or comment regarding same, consistent with the requirements of this Agreement:

13.4.1 Within seven (7) working days after receipt of a Design submittal for a Replacement Facility: (a) LACMTA shall inform City whether the plans and specifications are

sufficiently complete for LACMTA review purposes, and (b) if not sufficiently complete, LACMTA shall so notify City, or return the plans and specifications to City together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. If no such notice or return is received by City within such seven (7) working days, the plans and specifications shall be deemed complete and acceptable for review purposes.

13.4.2 Within twenty (20) working days after receipt of each submittal, LACMTA shall review and approve the plans and specifications or transmit its comments in the form of a comment matrix and annotated plans (as appropriate) to City. If no comments are received within such period, the submittal shall be deemed complete and satisfactory to, and approved by, LACMTA. Before the twenty (20) working days review period ends, LACMTA and City may agree to an extension of the review period, should the workload or lack of sufficient information for review justify the extension. City will ensure that LACMTA comments are resolved prior to resubmittal. The next submittal will include the comment matrix confirming the resolution of LACMTA comments.

13.5 If LACMTA determines that due to the specialized nature of the Rearrangement, LACMTA (or its consultant and/or contractors) should design and construct a specific Replacement Facility, City shall issue a Work Order to LACMTA, upon receipt of which LACMTA shall proceed to perform the Design and Construction of such Replacement Facility, and coordinate with City to ensure the work for the Rearrangement is consistent with the Project schedule.

14. LACMTA Inspection. LACMTA shall have the right, but not the obligation, to have its engineers, consultants and other representatives present on the Property and the Project during the performance of any Project work, including any monitoring affecting a LACMTA Facility or LACMTA ROW. City hereby grants LACMTA, its engineers, consultants and other representatives the right to access the Property and observe the Construction of the Project during business hours upon 24 hours prior notice in order to inspect the Construction, subject to compliance with safety rules imposed by City or Consultant and the execution and delivery of any requested standard release or indemnification agreements. Without limiting the generality of the foregoing, such access by LACMTA, its engineers, consultants and representatives shall not hinder or interfere with the Construction of the Project.

15. Damage to LACMTA Facility.

15.1 City shall (or shall require Consultant to) Design and Construct the Project so that there is no material damage to any LACMTA Facility or material detrimental impact to a Transit Project. If, at any time during the Construction of the Project, there is material damage to a LACMTA Facility or LACMTA becomes aware of a material detrimental impact to a Transit Project, City/Consultant shall immediately stop performance of the Project work, and investigate the damage. City/Consultant shall determine the repair plan and shall not re-commence work in the area of the damage until LACMTA has approved in writing City/Consultant's assessment of the damage and proposed plan, which approval shall not be unreasonably withheld, conditioned or delayed.

15.2 City/Consultant shall promptly repair, at City's or Consultant's expense (and LACMTA hereby grants a license to LACMTA ROW upon which such damaged LACMTA Facility is located for such purpose), any such damage. At LACMTA's election in its sole and absolute discretion, LACMTA may itself repair such damage (or contract for the repair of any such damage), in which case, subject to City's approval in advance and in writing of the costs of such repairs, either: (a) City shall reimburse LACMTA for the costs of such repairs within 60 days after billing to City; or (b) LACMTA shall deduct the costs of such repairs from the LACMTA Funds.

16. LACMTA Not Liable for Damages. LACMTA shall not be liable to City for damages to City for Project delays.

17. "As-Built" Drawings. City shall (or shall require Consultant to) maintain a set of "as-built" plans and "working drawings" of the Project during the progress of Construction, which shall be subject to LACMTA review.

18. Indemnity, Warranties and Insurance.

18.1 Indemnity.

18.1.1 City agrees to indemnify, defend, and hold harmless LACMTA and its subsidiaries and each of their respective elected and appointed directors, officers, employees, agents, consultants, and contractors (collectively, "**LACMTA Parties**") against any and all liability, expenses (including, without limitation, reasonable attorneys' fees through all appeals), claims, losses, suits and actions of whatever kind, and for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage (collectively, "**Claims**") arising from or in connection with (a) the Project's Design or Construction, or performance of any work undertaken by City or Consultant in connection with the Project; and (b) City's or Consultant's release, handling, treating, or disposing of Hazardous Materials in connection with the Construction of the Project.

18.1.2 LACMTA agrees to indemnify, defend, and hold harmless City, its departments, officers, agents, consultants, contractors and employees from and against any and all Claims arising from or in connection with (a) LACMTA's Design or Construction of any Rearrangements hereunder; and (b) LACMTA's or its contractor's release, handling, treating, or disposing of Hazardous Materials in connection with the Construction of any such Rearrangements.

18.1.3 In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the Parties hereto, as between themselves and pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, hereby contract out of Section 895.2 of said Code and agree to indemnify and defend the other in accordance with the terms of this Section 18.1 for the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by a negligent or wrongful act or omission of a Party occurring in the performance of this Agreement to the same extent that such Party would be responsible under this Section 18.1. Additionally, the provisions

of Section 2778 of the California Civil Code are hereby deemed a part of this Agreement as if fully set forth herein.

All the provisions of this Section 18.1 shall survive the termination of this Agreement.

18.2 Warranty. City shall (or shall require Consultant to) provide warranties to LACMTA as follows, to the extent applicable:

18.2.1 Warranties that any Project work affecting the structural stability of LACMTA ROW, or any Rearrangements for which City/Consultant performed the Design or Construction shall be free from defect. Said warranty is for a period of two (2) years following LACMTA acceptance.

18.2.2 In connection with Rearrangements performed by City/Consultant, any warranties supplied by Consultant shall be made for the benefit of both City and LACMTA.

18.2.3 Pursuant to the warranties provided hereunder and for the warranty period only, City shall (or shall require Consultant to), at City's or Consultant's sole expense, as applicable, (a) remedy any damage to LACMTA ROW to the extent of any damage caused by the Project during the warranty period; and (b) remedy any discovered defect in a Rearrangement.

18.3 Insurance Requirements. City shall require Consultant to name LACMTA as an "additional insured" on all insurance policies obtained and maintained by Consultant in connection with the Project.

19. Audit Rights and Inspection of Records.

19.1 LACMTA Audit Rights; Final Audit. LACMTA (and its authorized representatives) shall have the right to inspect, audit and copy, during normal business hours, and upon reasonable notice, City records relating to its use of the LACMTA Funds for the Project, including records regarding expenditures occurring: (a) prior to the Commencement Date, or (b) from the Commencement Date through and until expiration of three (3) years after completion of the Project. By providing any of its records to LACMTA for examination, CITY represents and warrants that such records are accurate and complete.

19.1.1 City agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). City's Expenditure and Reconciliation Report submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (to be provided to City) and Office of Management and Budget ("OMB") Circular A-87. The allowability of costs for City's contractors, consultants and suppliers submitted to LACMTA through City's Expenditure and Reconciliation Reports shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulations, Subpart 31 (FAR), whichever is applicable. Any use of the LACMTA Funds which is expressly prohibited under this Agreement shall be an ineligible use of the LACMTA Funds and may be disallowed by LACMTA audit. City's records are those records related to the Project and maintained by City in the normal course of City's business and 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 “**City Records**”). City 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 City Records subject to audit shall also include, without limitation, those City 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 City Records must be retained by City for three (3) years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA’s final audit is completed.

19.1.2 LACMTA will commence a final audit within six (6) months of receipt of an acceptable final Invoice and Documentation, provided the Project is ready for final audit (meaning all LACMTA Funds have been expended for Allowable Costs, which have been paid by City or Consultant, and such Allowable Costs and related Invoices and Documentation 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 Agreement period under review).

19.1.3 The Parties shall mutually agree upon any financial adjustment found necessary by any audit. If the Parties are unable to agree on such adjustment, then the matter shall be resolved pursuant to Section 20 hereof.

19.2 Audit Rights Related to Consultant. City shall require Consultant (and Consultant shall require all Consultant Parties (defined below)) to comply with the requirements of Sections 19.1 above. City shall require Consultant (and Consultant shall require all Consultant Parties) 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. Accordingly, City shall require that Consultant:

19.2.1 Give LACMTA the right to conduct audits of Consultant’s use of the LACMTA Funds for the Project;

19.2.2 Maintain a complete and accurate system of accounting records, maintained in accordance with Generally Accepted Accounting Principles with respect to the Project (collectively, “**Project Records**”), all of which shall be satisfactory to LACMTA. These Project Records shall include but not be limited to: all documentation supporting requests for LACMTA Funds, a general ledger, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence relied upon to substantiate charges related to the Project. The accounting records and other documentation supporting the Consultant’s use of LACMTA Funds for the Project shall be in sufficient detail to allow for independent third party verification;

19.2.3 Retain all Project Records for not less than three (3) years after the date of final payment of funds contemplated by this Agreement by LACMTA to City;

19.2.4 Permit LACMTA and its duly authorized representatives, upon prior written notice, to examine, or cause to be examined, all Project Records in either hard copy or electronic format and to interview employees, agents, and representatives of Consultant, and/or Consultant's employees, contractors, subcontractors, agents, or representatives ("Consultant Parties") with respect thereto;

19.2.5 Insert into any contracts entered into by Consultant or Consultant Parties for the performance of work for the Project, the requirements set forth in this Section 19.2, and also a clause requiring their respective contractors to include the above requirements in any subcontracts or purchase orders.

19.3 Right to Withhold LACMTA Funds. Subject to Section 22.1 below, LACMTA shall have the right to withhold the LACMTA Funds if a LACMTA audit determines that Consultant and/or Consultant Parties failed to comply with the use of the LACMTA Funds for the Project (such as misusing LACMTA Funds or failure to return LACMTA 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 any City-Consultant Contract. Notwithstanding anything to the contrary herein, LACMTA acknowledges and agrees that (a) City shall have the right to replace (or require the replacement of) Consultant and/or any Consultant Party in the event that Consultant and/or any Consultant Party is in default of any of the terms and conditions of this Agreement or the City-Consultant Agreement, and (b) provided that City or such replacement Consultant and/or Consultant Party has cured (or is curing) the applicable default pursuant to Section 22.1 below, LACMTA shall not withhold the LACMTA Funds and shall continue to disburse the LACMTA Funds in accordance with the terms and conditions of this Agreement.

20. Resolution of Disputes.

20.1 If a dispute arises under this Agreement, the following procedures shall apply: (a) either Party may invoke the dispute resolution procedure set forth in this Section 20; and (b) the Parties shall make reasonable efforts to informally resolve disputes at the staff level prior to the issuance of a formal written statement of dispute under the procedures set forth in this Section 20.

20.2 Within thirty (30) calendar days after the date of any action which leads to or generates a dispute (or after the date that efforts to informally resolve a dispute failed), either Party may submit a written statement of dispute to the other Party setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's technical and legal position regarding the dispute, and the relief requested. The Deputy City Engineer, Bureau of Engineering, shall serve as Dispute Resolution Manager for City. The Chief Program Management Officer and the Executive Officer – CLAX Project, shall serve as Dispute Resolution Manager for LACMTA. The written statement of dispute shall be mailed by the Dispute Resolution Manager for the disputing Party to the Dispute Resolution Manager for the other Party.

20.3 The Dispute Resolution Managers shall have thirty (30) calendar days to resolve the dispute from the date of receipt of the written statement of dispute. The resolution of the dispute shall be memorialized in writing.

20.4 Except and to the extent either authorized Dispute Resolution Manager advises to the other Party in writing, the Parties shall diligently perform under this Agreement pending the completion of these dispute resolution procedures.

20.5 If the Dispute Resolution Managers are unable to resolve the dispute within thirty (30) calendar days of receipt of the written statement of dispute, the Parties may pursue resolution through appropriate higher level officers of City and LACMTA.

20.6 If a dispute arises under this Agreement that LACMTA deems to significantly impact the CLAX operations or City deems to significantly impact the Project, the Dispute Resolution Managers shall promptly resolve any such disputes.

20.7 The timeframes set forth above for reporting and resolution of disputes may be extended by mutual agreement of the Parties and such agreement shall be memorialized in writing.

20.8 The dispute resolution provisions of this Agreement are not binding and shall not be interpreted or construed as limiting any of the rights or remedies afforded to the Parties by law.

20.9 Should the Parties fail to resolve the dispute as set forth in Section 20.1-20.8, the Parties agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the Parties prior to initiation of any legal action on the part of either Party with respect to this Agreement, any of its provisions, and/or its enforcement. The costs of such mediation shall be shared equally by each Party.

21. Default Definitions.

21.1 City Default. A City Default under this Agreement is defined as City's failure to comply with the terms and conditions contained herein ("**City Default**").

21.2 LACMTA Default. A LACMTA Default under this Agreement is defined as LACMTA's failure to comply with the terms and conditions contained herein ("**LACMTA Default**").

22. Remedies for Default.

22.1 Remedies for City Default.

22.1.1 In the event of a City Default, LACMTA shall provide written notice of such City Default to City with a 30-day period to cure the applicable City Default. In the event City fails to cure the applicable City Default within such 30-day period, or to commit to cure such City Default and to commence the same within such 30-day period, LACMTA shall have the following remedies: (a) LACMTA may terminate this Agreement; (b) LACMTA may cease disbursements of LACMTA Funds to City; and/or (c) LACMTA may recover from City any LACMTA Funds previously disbursed to City, except to the extent such LACMTA Funds have already been disbursed by City to Consultant, in which case, LACMTA's sole remedy to recover those LACMTA Funds will be to seek those LACMTA Funds directly from Consultant. In the event of a City Default, City shall only be required to refund LACMTA Funds to the extent that it has such LACMTA Funds in its possession and control. LACMTA Funds already disbursed to

Consultant are no longer in City's possession or control. City shall incorporate a provision into the City-Consultant Agreement that bestows on LACMTA third party beneficiary rights to enforce the intent of subsection (c) of this Section 22.1.1.

22.1.2 Effective upon receipt of written notice of termination of this Agreement to City from LACMTA pursuant to Section 22.1.1 above, City shall not disburse any further LACMTA Funds to Consultant. Any LACMTA Funds disbursed by City to Consultant after City's receipt of written notice of termination, and acknowledgement of receipt of such notice from City, shall be the sole responsibility of City.

22.1.3 The remedies described in this Section 22.1 in favor of LACMTA are LACMTA's sole and exclusive remedies in the event of a City Default. For the avoidance of doubt, notwithstanding anything to the contrary herein, City's liability to LACMTA under this Agreement shall be limited to the actual amount of LACMTA Funds then held by City at the time of the applicable City Default and not disbursed to Consultant in violation of Section 22.1.2 above, provided that should LACMTA be required to recover LACMTA Funds directly from Consultant, City shall cooperate with LACMTA in connection with such recovery, including, but not limited to, providing any and all information reasonably requested by LACMTA regarding the LACMTA Funds disbursed to Consultant.

22.2 Remedies for LACMTA Default. In the event of a LACMTA Default, City shall provide written notice of such LACMTA Default to LACMTA with a 30-day period to cure the applicable LACMTA Default. In the event LACMTA fails to cure the applicable LACMTA Default within such 30-day period, or to commit to cure such LACMTA Default and to commence the same within such 30-day period, City shall have the following remedies: (a) City may terminate this Agreement; and/or (b) City may enforce specific performance against LACMTA.

23. Notices. Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery, facsimile, e-mail, federal express (or similar overnight delivery service), overnight courier or by depositing such notice in the United States first class mail, certified, with return receipt requested, postage prepaid and addressed as follows:

City: City of Los Angeles
Bureau of Engineering,
Department of Public Works
1149 S. Broadway, Suite 800, MS 507
Attn: Steven Fierce, AIA,
Principal Architect
Phone No.: 213-485-4402
Email: steven.fierce@lacity.org

LACMTA: Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza, MS 99-17-1
Attn: Bryan Pennington, Interim Chief
Program Management Officer

Phone No.: (213) 922-7449
Email: PenningtonB@metro.net

Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified above. If any notice or other document shall be sent by certified mail as set forth above, then it shall be deemed to have been effectively served or delivered seventy-two (72) hours following the deposit of such notice in the United States mail in the manner set forth above. If any notice or other document shall be sent by facsimile or e-mail, then it shall be deemed to have been served or delivered upon electronic confirmation of transmission for facsimile or upon transmission for e-mail; provided that facsimile and e-mail notices shall be confirmed by a follow-up notice using approved methods hereunder within seventy-two (72) hours and provided further that subject to the foregoing if such transmission occurs on a weekend or holiday or after 5:00 p.m. on a weekday, it shall be deemed to have been received at 8:00 a.m. on the immediately following business day.

24. General Provisions.

24.1 Governing Law. This Agreement is entered into in and under the laws of the State of California and shall be interpreted in accordance therewith.

24.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

24.3 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties. Neither Party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Notwithstanding anything to the contrary herein, LACMTA acknowledges that City may require Consultant to perform certain obligations of City set forth herein in accordance with the terms of the City-Consultant Agreement; however, no such requirements shall constitute an "assignment" of the City's obligations under this Agreement to Consultant.

24.4 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its clear meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays unless otherwise specified herein. The captions of the various Sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

24.5 Incorporation of Exhibits. Except as intentionally omitted, all **Exhibits** attached hereto and referred to herein are incorporated into this Agreement as though fully set forth herein.

24.6 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

24.7 No Waiver. No waiver of any Party's Default shall constitute a waiver of any other Party Default (or breach) whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise. The failure of either Party to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by either Party of any Party Default (or breach) of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

24.8 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

24.9 Invalidity; Severability. If any portion of this Agreement is declared as invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect unless any of the stated purposes of this Agreement or the Parties intent for entering into this Agreement would be defeated.

24.10 Authority to Enter Agreement. Each Party has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party. Each individual executing this Agreement hereby represents and warrants that they have the capacity set forth on the signature pages hereof with the full power and authority to bind the Party on whose behalf they are executing this Agreement to the terms hereof.

24.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, with respect to the subject matter hereof are hereby superseded and merged herein. The preceding sentence shall not affect the validity of any instrument executed by the Parties in the form of the Grant Deed attached hereto.

24.12 Venue. In the event of any court action to enforce or interpret this Agreement, the sole and exclusive venue shall be the Superior Court of the County of Los Angeles and the Parties hereby agree to and do hereby submit to the jurisdiction of such court.

24.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document, which shall be binding and effective as to each of the Parties hereto. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

24.14 Capacity of City. Notwithstanding anything to the contrary in this Agreement, the capacity of City under this Agreement shall be City acting solely in its proprietary, non-regulatory capacity, and any obligations or restrictions imposed by this Agreement on City shall be limited to that capacity and shall not relate to or otherwise affect any activity or right of City in its

governmental or regulatory capacities, including enacting laws, inspecting structures, processing and considering entitlement applications, reviewing and issuing permits, and all other legislative, quasi-legislative, administrative or enforcement functions of City pursuant to federal, state or local law.

By signature below, the Parties have entered into and agreed to and accepted the terms and conditions of this Agreement as of the Commencement Date.

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of Public Works, Bureau of Engineering, and its Department of General Services

By: *Gary Lee Moore*
Name: Gary Lee Moore
Title: City Engineer
Date: 07/29/2021

By: *Tony M. Royster*
Name: Tony M. Royster
Title: General Manager
Date: 7-22-21

APPROVED AS TO FORM:

MICHAEL N. FEUER
City Attorney

By: *Edward M. Jordan*
Name: Edward Jordan
Title: Assistant City Attorney
Date: 7-15-2021

ATTEST:

HOLLY L. WOLCOTT
City Clerk

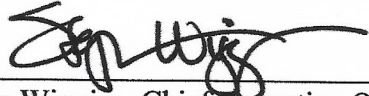
By: *Holly L. Wolcott*
Deputy
Date: 7-30-21

[signatures continue on following page]



METRO:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: 
Stephanie Wiggins, Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

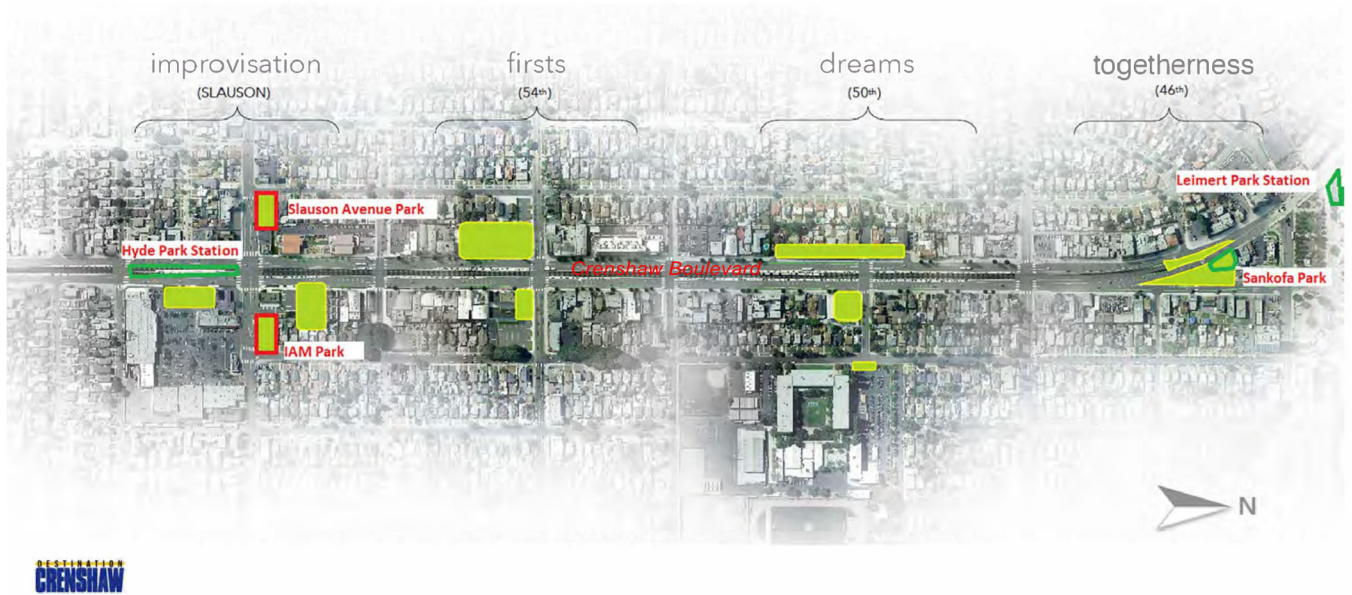
By: 
Deputy

Exhibit A

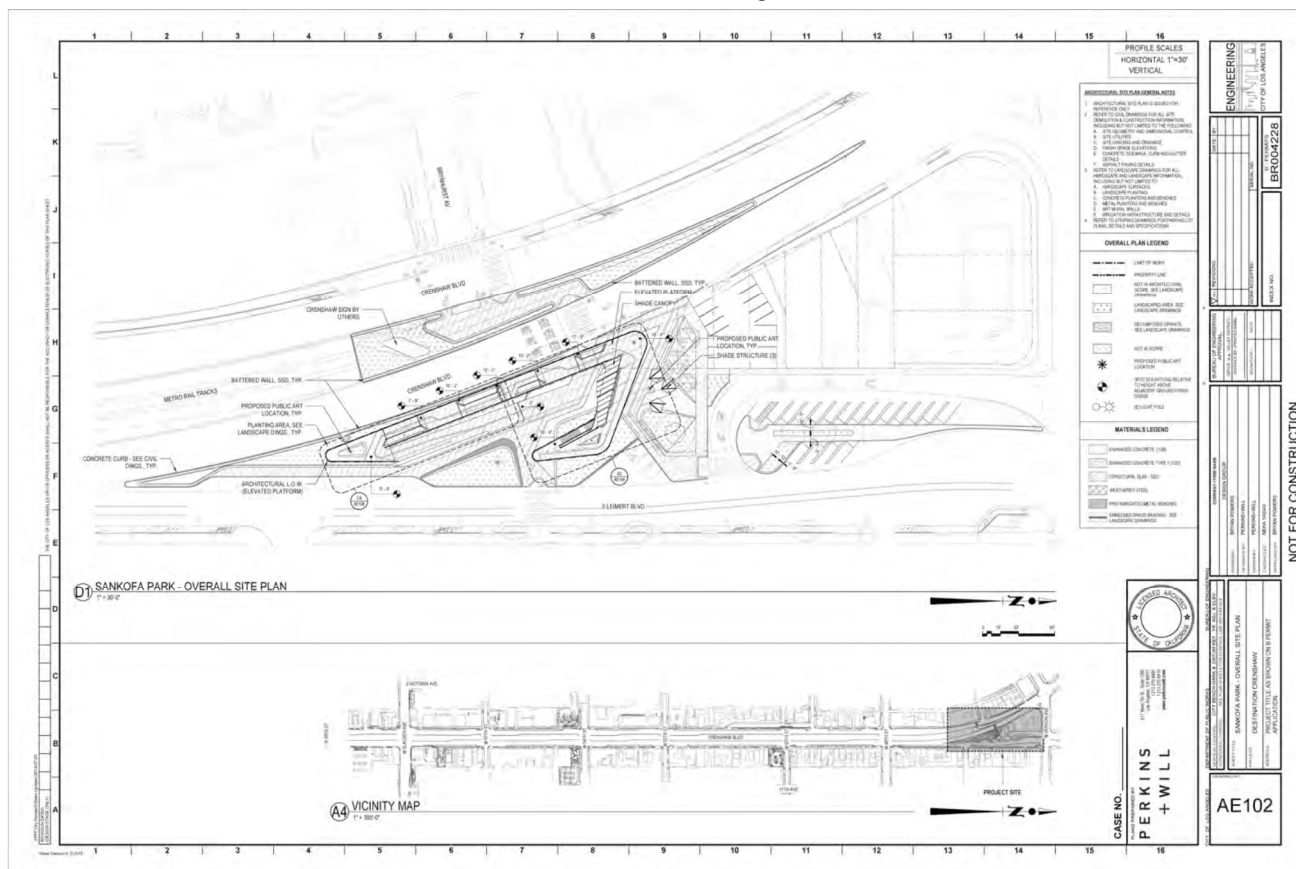
Destination Crenshaw Rendering

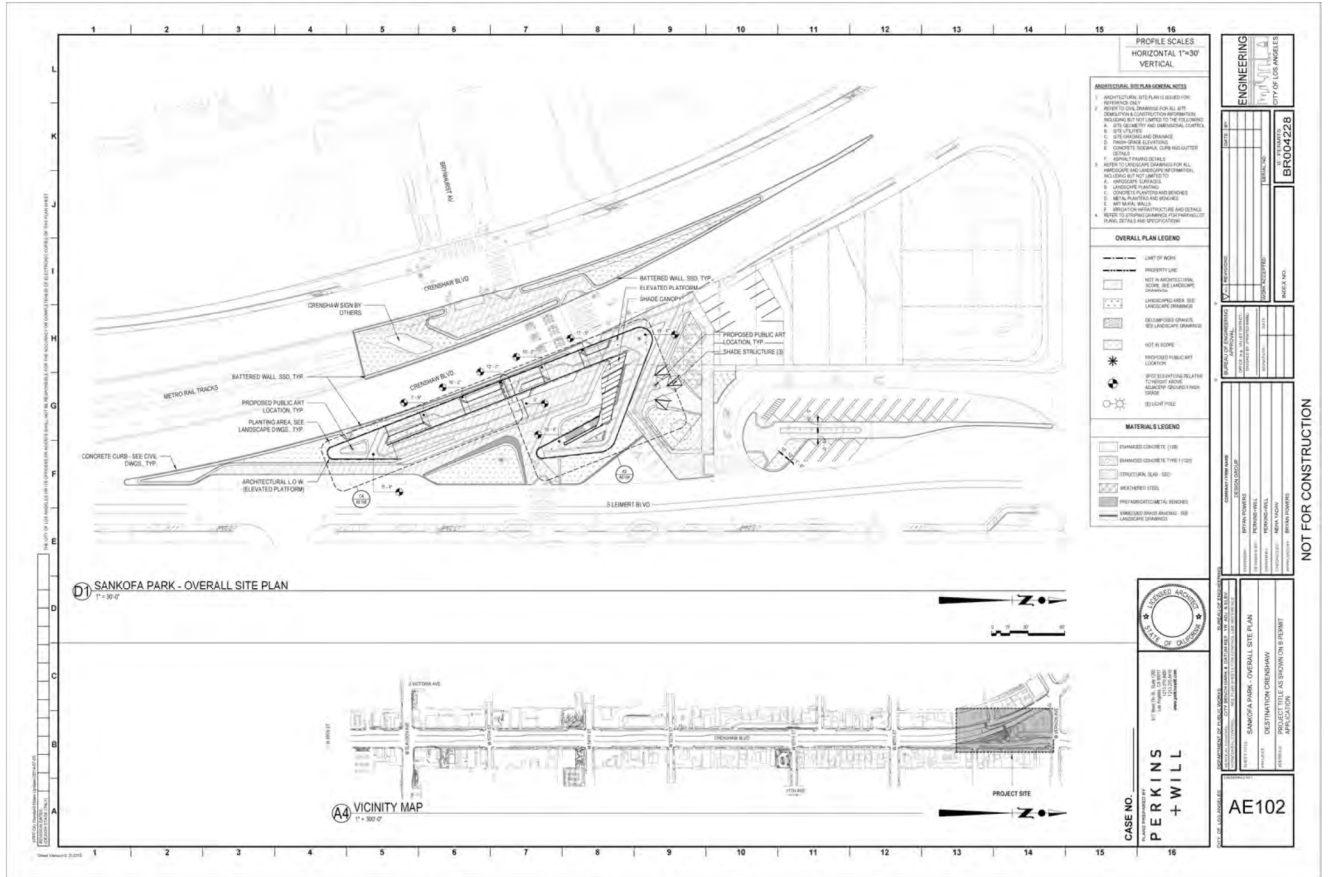
Themes

The architecture, landscape, and art take form as 10 platforms/parks organized around 4 themes:



Sankofa Park Renderings







20835908.1
234416-10001

EXHIBIT B
[Sankofa Park Renderings]



20835908.1
234416-10001

EXHIBIT B
[Sankofa Park Renderings]

[MISSING IMAGE]

EXHIBIT C

LIST OF ALLOWABLE CONSTRUCTION COSTS

[Attached]

EXHIBIT C
LIST OF ALLOWABLE CONSTRUCTION COSTS

Allowable and Unallowable Costs

Allowable Costs

- A. To be eligible for payment under this Agreement, expenditures must be made in compliance with the principles set forth below:
1. Clearly defined costs for the construction of public improvements in the public right of way or on publicly owned property;
 2. Clearly defined costs shall specifically identify the public improvement, including details of the location of the improvement.
 3. Should the City propose to use funds under this Agreement for improvements located on privately owned property, the City will be required to obtain approval of the LACMTA prior to authorizing the use of funds. LACMTA will make a determination whether a public benefit is derived from the use of the funds. The City may be required to provide the LACMTA with information to assist with the determination.
 4. Costs should be necessary and reasonable for the proper and efficient construction of the Project. LACMTA shall have final authority to determine in good faith whether an expenditure is "necessary and reasonable." Eligible costs include physical improvements necessary and reasonable to complete the Project such as but not limited to:
 - a. Grading
 - b. Excavation
 - c. Concrete
 - d. Framing
 - e. Electrical work
 - f. Carpentry
 - g. Roofing
 - h. Landscaping/irrigation
 - i. Erosion control
 - j. Construction fencing
 - k. Site preparation including footings
 - l. Site construction including reinforced steel and similar materials, structural steel, steel shade canopies
 - m. Site utilities including storm drainage 35130 and tunnel sump pump discharge lines
 - n. Site furnishings – including metal benches
 - o. Waterproofing
 - p. Foundation drainage
 - q. Painting - shade canopy, gate, fence
 5. Conform to the limitations within this Agreement and to any governing statutes, regulations and ordinances.
 6. Be fully documented and determined to be in accordance with standard accounting procedures.
 7. Not to be billed to any other private or government funding source.

Unallowable Costs

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

1. Public art including conceptual design, requisition, installation, selection or commissioning of artists
2. Contributions and donations
3. 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.
4. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations.
5. 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.
6. Membership Expenses: Membership expenses are specifically disallowed.
7. Meeting Attendance: City staff costs of attending meetings with the Metro, and/or its consultants, and City's staff and/or subcontractors.
8. Losses: Due to theft, vandalism and/or misconduct of CONSULTANT's staff.
9. Losses due to delay: Lack of scheduling, coordinating, and monitoring.
10. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedure (when competitive bidding is required) unless specifically waived by the City.
11. Operating license fees.
12. City's program staffing and personnel costs.
13. Non-maintenance equipment costs.
14. Furnishings.
15. Utility costs during construction such as water and power.
16. Personal hygiene products such as: toilet paper, tissue, hand towels, bars of soap, and liquid soap.
17. Maintenance or service costs relating to security alarm/security systems.
18. Pension, health, vacation, sick leave, or other benefits for maintenance staff.
19. Interest
20. Legal fees
21. Accounting fees

Reimbursements or payments for expenditures which are determined by LACMTA to be unallowable must be immediately returned to LACMTA.

EXHIBIT D
PAYMENT SCHEDULE

[Attached]

CONTRACT AMENDMENT
PROJECT BUDGET AND PAYMENT SCHEDULE

Phase	Expense	Cost	Source of Fund	Scope of Work	Deliverables	Advance Payment *	Q2 2021 release **	Q3 2021 release 9/13/21 **	Q4 2021 release 12/15/21 **	Upon Completion	Notes
Pre-Construction	Perkins & Will Design Fees	\$ 1,500,000	City	- Architectural design - Art curation - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, survey, traffic study progress	\$ 1,380,000				\$ 120,000	8% held until completion
Pre-Construction	Perkins & Will Design Fees	\$ 135,390	State	- Architectural - Structural engineering - Civil engineering - Landscape design - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, art curation, printing, travel	\$ 124,559				\$ 10,831	8% held until completion
Pre-Construction	Sankofa Park Design Fees	\$ 300,000	LA Metro	- Architectural design - Structural engineering - Civil engineering - Landscape design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, presentations, approval/permit process management	\$ 276,000				\$ 24,000	8% held until completion
Pre-Construction	Owner's Representative Fees	\$ 76,900	State	Consulting Services	Monthly activity reports	\$ 70,748				\$ 6,152	8% held until completion
Pre-Construction	PCL Construction Fees - Testing, Mapping, Mobilization	\$ 95,000	State	Pre-Construction Services	Materials testing, underground utility mapping, and field office set-up	\$ 87,400				\$ 7,600	8% held until completion
Pre-Construction	Artist Fees	\$ 1,569,175	State	25% of first 10 permanent art commissions total budget	Signed contracts from artists	\$ 1,443,641				\$ 125,534	8% held until completion
Construction	P&W Anticipated Design Fees	\$ 150,900	State	- Architectural design - Structural engineering - Civil engineering - Landscape design - Exhibition design	Permit drawing set progress		\$ 138,828			\$ 12,072	8% held until completion
Construction	Sankofa Park	\$14,200,000	LA Metro	Construction of Sankofa Park per approved plans	Completion of Sankofa Park to include the viewing deck, lighting, plaza, seating, utilities, landscaping, and irrigation Q2 2021 - storm drain construction Q3 2021 - utilities, rebar, footings, retaining walls, and piles Q4 2021 - rebar, deck columns, ramp slabs, elevated deck, planter walls, and stairs		\$ 3,724,660	\$ 3,855,807	\$ 5,483,533	\$ 1,136,000	8% held until completion
Construction	Paver Installation	\$ 5,631,160	State	Installation of Sidewalk Pavers per approved plans	Completion of Paver Testing and Sidewalk Paver Installation		\$ 2,000,000		\$ 3,180,667	\$ 450,493	8% held until completion
Construction	Permit fees	\$ 350,000	State	Permits and fees for project approvals	Permit receipts			\$ 322,000		\$ 28,000	8% held until completion
Construction	Owner's Representative Fees	\$ 211,475	State	Coordination meetings and communication with design team, contractor, and artists	Monthly construction, schedule, and budget reports	\$ 38,452	\$ 52,035	\$ 52,035	\$ 52,035	\$ 16,918	8% held until completion
Construction	P&W Anticipated Construction Administration Fee	\$ 730,000	State	Respond to requests for information, provide additional drawings / specifications, review construction progress, and art curation / placement	Document information sent in reply to contractor's requests, art placement updates, attend site meetings		\$ 117,760	\$ 276,920	\$ 276,920	\$ 58,400	8% held until completion
Construction	Outreach, Engagement, Comms	\$ 1,050,000	State	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activities	\$ 480,000	\$ 460,000	\$ 23,000	\$ 23,000	\$ 84,000	8% held until completion
						\$ 3,880,800	\$ 6,493,283	\$ 4,529,762	\$ 9,016,155	\$ 2,080,000	
Total Funding Available		\$26,000,000									
Total Expenses		\$26,000,000									
Balance		\$ -									

Funding Breakdown:

LA Metro	\$	14,500,000
State	\$	10,000,000
City of Los Angeles	\$	1,500,000
Total Funding:	\$	26,000,000

* Advance received 11/4/2019.

** Per Section 402, the Periodic Payments may be withheld or reduced. The invoices are subject to the review and approval of the Bureau of Engineering.

*** Retention Payments will be disbursed upon the Consultant meeting the requirements set forth under Section 402 of the Agreement.

EXHIBIT E

FORM OF ADVANCE PAYMENT INVOICE

[Attached]

EXHIBIT E
FORM OF ADVANCE PAYMENT INVOICE

Vendor Address	City of Los Angeles Full Address	Invoice # 12345 Invoice Date: March 30, 2021 MOU # XX12345
-----------------------	-------------------------------------	---

Send Invoice to: accountspayable@metro.net

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

Terms	Due Date
net 30	March 31, 2021

Invoice Description	
Pre-Construction Advance	\$4,000, 000.00
Allowable Sankofa Park Construction Costs	\$576,000

Total	\$ 576,000.00
--------------	---------------

EXHIBIT F
FORM OF GRANT DEED

[Attached]

Free recording in accordance with California

Government Code Section 6103

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City of Los Angeles
General Services Department
Real Estate Services Division
111 E. First St., Room 201
Los Angeles, California 90012

Attn: E. Amy Benson

The City of Los Angeles is acquiring title pursuant to this Grant Deed. Pursuant to California Revenue and Taxation Code Section 11922, this conveyance is exempt from the Documentary Transfer Tax.

APN: 5013-023-900

(Space Above This Line For Recorder's Use Only)

GRANT DEED

FOR VALUE RECEIVED, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public agency existing under the laws of the State of California ("LACMTA"), hereby grants to the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Department of General Services, all of LACMTA's right, title and interest in and to that certain real property situated in the City of Los Angeles, County of Los Angeles, State of California, depicted and legally described on Attachment 1 attached hereto and by this reference incorporated herein (the "**Property**"), SUBJECT TO, all leases, easements, judgments, covenants, conditions, restrictions, rights-of-way, reservations and all other matters of record. City accepts this grant with the express intention that any of City's existing interest (if any), including without limitation existing easement or right of way interests, in the Property shall not merge into City's fee interest in the Property upon City's acquisition of the fee interest in the Property.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed dated as of _____, 20__.

**LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

By: _____
Name: _____
Title: _____

[remainder of page intentionally left blank]

Attachment 1 to Grant Deed

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Los Angeles and described as follows:

Lots 7 to 11, inclusive, of Tract No. 7483, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 88, Page 32 of Maps, in the office of the County Recorder of said County.

Except that portion of said Lot 7, described as follows:

Beginning at a point in the Northerly line of said Lot 7, distant South 89° 43' 35" West thereon 46.00 feet from the Northeasterly corner thereof; thence South 67° 51' 38" West 46.20 feet to a point in the Southwesterly line of said Lot 7, which is distant Northwesterly thereon 14.01 feet from the Southwesterly corner thereof; thence Northwesterly along said Southwesterly line 18.94 feet to the most Westerly corner of said Lot 7; thence North 89° 43' 35" East along the Northerly line thereof 50.79 feet to the point of beginning.

APN: 5013-023-900
(End of Legal Description)

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a
public agency existing under authority of the laws of the State of California
to**

CITY OF LOS ANGELES, a municipal corporation

=====

GRANT DEED

=====

Date: _____, 20__

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed to the City of Los Angeles, a municipal corporation, to which this certification is attached, is hereby accepted by the City of Los Angeles, pursuant to Council File No. 19-0898, and the grantee consents to the recordation thereof, by its duly authorized officers.

By: _____
Tony M. Royster, General Manager
General Services Department

Date: _____

JOB TITLE: SANKOFA PARK DESTINATION CRENSHAW PROJECT

=====

STANDARD INSTRUMENT

Checked as to parties, marital status, dates, signature, acknowledgments, and corporate seal

By: _____
Louie N. Padua, Authorized Officer

=====

Approved as to Authority: _____, 20__.

By: _____
E. Amy Benson, Authorized Officer

=====

Approved as to description: _____, 20__.

By: _____
Louie N. Padua, Authorized Officer

=====

Approved As To Form.

Michael N. Feuer, City Attorney

By: _____
Sean T. Torres, Deputy City Attorney

Date: _____

=====

Council File No. 19-0898

EXHIBIT G
INTERLOCUTORY JUDGMENT

[Attached]

COPY

1 JOHN F. KRATTLI, County Counsel
THOMAS J. FAUGHNAN, Assistant County Counsel
2 ADRIENNE M. BYERS, Principal Deputy County Counsel
(SBN 146022) • *abyers@counsel.lacounty.gov*
3 648 Kenneth Hahn Hall of Administration
500 West Temple Street
4 Los Angeles, California 90012-2713
Telephone: (213) 974-1885
5 Facsimile: (213) 687-7337

6 NOSSAMAN LLP
7 DAVID GRAELER (SBN 197836)
dgraeler@nossaman.com
8 BRADFORD B. KUHN (SBN 245866)
bkuhn@nossaman.com
9 777 South Figueroa Street, 34th Floor
Los Angeles, CA 90017
10 Telephone: 213.612.7800
11 Facsimile: 213.612.7801

12
13 Attorneys for Plaintiff
LOS ANGELES COUNTY METROPOLITAN
14 TRANSPORTATION AUTHORITY

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16
17 FOR THE COUNTY OF LOS ANGELES

18 LOS ANGELES COUNTY METROPOLITAN
19 TRANSPORTATION AUTHORITY,

20 Plaintiff,

21 vs.

22 SHERRY FRANCINE RENDEL, TRUSTEE
23 OF THE REVOCABLE LIVING TRUST OF
SHERRY FRANCINE RENDEL, DATED
24 MAY 26, 2005; et al.,

25 Defendants.
26
27
28

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 22 2014

Sherri R. Carter, Executive Officer/Clerk
By Anthony Ortiz, Deputy

Received

MAY 15 2014

Filing Window

Case No: BC510595

ASSIGNED FOR ALL PURPOSES TO:
HON. RICHARD E. RICO, DEPT. 17

**[PROPOSED] INTERLOCUTORY
JUDGMENT IN CONDEMNATION AS
TO DEFENDANT CBS OUTDOOR LLC**

Action Filed: May 31, 2013

[Parcel No. CR-3801]

**EXEMPT FROM FILING FEES – GOV.
CODE. § 6103**

1 Plaintiff Los Angeles County Metropolitan Transportation Authority ("MTA") and
2 Defendant CBS Outdoor LLC, formerly CBS Outdoor Inc., sued herein as CBS Outdoor Group,
3 Inc., ("Defendant"), having stipulated to the facts, terms and conditions set forth herein and
4 having requested the Court to make and enter an Interlocutory Judgment in Condemnation
5 consistent with such stipulation with respect to the condemnation by MTA of the interests in real
6 property as described in Paragraph 1 below, and the parties having waived a Statement of
7 Decision, Notice of Entry of Judgment, costs and fees;

8 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
9 FOLLOWS:

10 1. **The Property.** MTA commenced the above entitled eminent domain action to
11 acquire a fee simple interest in the real property located at 4444 Crenshaw Boulevard, Los
12 Angeles, California, designated MTA Parcel No. CR-3801 bearing Los Angeles County
13 Assessor's Parcel Number 5013-023-007, and as more particularly described in MTA's
14 complaint on file in this matter and in Exhibit "A" attached to this Judgment ("Subject
15 Property").

16 2. **Purpose and Authority for the Taking.** Pursuant to a Resolution of Necessity
17 attached to the complaint on file in this action, the Subject Property is being acquired for a public
18 purpose: the construction and operation of the Crenshaw/LAX Transit Corridor Project
19 ("Project"). MTA is authorized and entitled to exercise the power of eminent domain for public
20 purposes under Article I, Section 19, of the California Constitution, California Public Utilities Code
21 section 130220.5, and California Code of Civil Procedure sections 1240.010 through 1273.050. The
22 use for which MTA seeks to condemn the Subject Property in connection with the Project is
23 authorized by law and is a public use; the public interest, safety, and necessity require the
24 Project; the Project is planned and located in the manner that will be most compatible with the
25 greatest public good and the least private injury; and the Subject Property is necessary for the
26 Project.

27 3. **Ownership.** Title to the Subject Property is held by Sherry Francine Rendel,
28 Trustee of the Revocable Living Trust of Sherry Francine Rendel, Dated May 26, 2005, and

1 Evelyn T. Spire, Trustee of the Evelyn T. Spire 2002 Revocable Trust, Dated December 11, 2002
2 (“Rendels”). At the time of the filing of this action, Defendant is the owner of a billboard located
3 on the Subject Property pursuant to a lease between Defendant and the Rendels (“Billboard
4 Lease”).

5 4. **Deposit of Compensation.** On June 12, 2013, MTA made a deposit with the
6 State Treasurer in the amount of \$1,030,391.00 to be paid for the taking of the Subject Property.
7 The total sum deposited includes \$833,000.00 for the real estate being acquired; \$97,800.00 for
8 the furniture, fixtures and equipment being acquired (“FF&E Deposit”); and \$99,591.00 for the
9 billboard being acquired (“Billboard Deposit”).

10 5. **Possession of the Subject Property.** MTA was entitled to take possession of the
11 Subject Property as of January 6, 2014, at which time MTA succeeded to the Rendels’ interest in
12 the Billboard Lease. However, MTA’s possession and use of the Subject Property has not yet
13 interfered with Defendant’s use of the Subject Property under the Billboard Lease. Defendant
14 shall be entitled to maintain its billboard at the current location either (1) for the remaining term
15 under the Billboard Lease, including any extensions, amendments, or renewals of the Lease, with
16 any payments due under the Lease made payable to MTA; or (2) until such time as the City of
17 Los Angeles (“City”) and/or MTA determines that the location of the billboard actually conflicts
18 with future public use of the Subject Property related to the Project, at which time Defendant’s
19 interest in the Subject Property, and any compensation therefore, shall be determined as
20 described in paragraph 6, below.

21 6. **Defendant’s Interest in the Subject Property after City’s/MTA’s**
22 **Determination.** After the City and/or MTA makes a determination regarding the compatibility
23 of the location of Defendant’s billboard with respect to future public uses of the Subject Property,
24 Defendant’s continued use of the Subject Property under the Billboard Lease, including any
25 extensions, amendments or renewals, and/or any compensation from MTA for Defendant’s
26 interest in the Subject Property shall be as follows:

27 a. If the City/MTA determines that the existing location of Defendant’s
28 billboard does not actually conflict with the location of the public uses of the Subject Property

1 related to the Project, Defendant shall be entitled to continue to occupy the Subject Property
2 subject to the terms of the Billboard Lease, including any extensions, amendments or renewals,
3 with any payments due under the Lease made payable to MTA. Defendant shall not be entitled
4 to any compensation from MTA as a result of this Project.

5 b. If the City/MTA determines that Defendant's billboard must be relocated
6 to accommodate public use of the Subject Property related to the Project, and there is an
7 alternative location available on the Subject Property where the billboard is authorized by all
8 local and state agencies with jurisdiction and/or regulatory authority over the billboard to be
9 located, and the visibility from all lanes of traffic of the proposed relocation site is reasonably
10 similar to the visibility of the current location, then MTA shall pay relocation costs to relocate the
11 billboard to that alternative location on the Subject Property in accordance with federal and
12 California relocation laws. If (i) after reasonable efforts by Defendant any required permits or
13 approvals cannot be obtained for the billboard to be relocated as proposed; or (ii) a location with
14 reasonably similar visibility cannot be found on the Subject Property, then the MTA shall pay
15 Defendant the sum of \$500,000 as just compensation for its interest in the Subject Property upon
16 written notice from Defendant that despite Defendant's reasonable efforts, the required permits or
17 approvals could not be obtained for the proposed relocation of the billboard. Defendant shall be
18 provided with access to remove the billboard structure and removal of the billboard structure by
19 Defendant shall occur not later than 90 days after Defendant's written notice to the MTA. MTA
20 shall issue payment to Defendant within 30 days of Defendant's providing MTA with written
21 confirmation of removal of the billboard. Other than described herein, MTA shall owe
22 Defendant no other compensation as a result of this Project.

23 c. If the City/MTA determines that Defendant's billboard cannot lawfully
24 remain anywhere on the Subject Property due to the Project or a use related to the Project as
25 determined by the City/MTA, MTA shall pay Defendant the sum of \$500,000 as just
26 compensation for its interest in the Subject Property. Defendant shall be provided with access to
27 remove the billboard structure and removal of the billboard structure by Defendant shall occur
28 not later than 90 days after the City's/MTA's determination becomes final. MTA shall issue

1 payment to Defendant within 30 days of Defendant's providing MTA with written confirmation
2 of removal of the billboard. Other than described herein, MTA shall owe Defendant no other
3 compensation, and Defendant shall not be required to pay MTA or any other entity any additional
4 fees or costs to access the property and remove the billboard.

5 7. **Just Compensation for the Subject Property.** The compensation described in
6 Paragraph 6 shall be the total just compensation for the taking of Defendant's interest in the
7 Subject Property, inclusive of attorneys' fees, costs, and interest. Any such payment or other
8 arrangement described above shall equal the total amount of just compensation to Defendant for
9 the Subject Property and all other claims and damages which Defendant could have as a result of
10 this action, the acquisition of the Subject Property, and the construction of the Project, including,
11 but not limited to, severance damages, loss of goodwill, loss of or damage to improvements
12 pertaining to the realty, fixtures, equipment, and/or inventory, leasehold bonus value,
13 precondemnation damages, claims for attorneys' fees, litigation expenses, statutory costs,
14 interest, relocation benefits and/or costs, and any and all other kinds of compensation, damage, or
15 other claims arising out of or relating to the taking of the Subject Property. The payment of such
16 sum shall fully and forever discharge and release all claims and causes of action, whether now
17 known or now unknown, which Defendant may have against MTA in this action.

18 8. **Withdrawal of Deposit.** MTA shall be entitled to withdraw the Billboard
19 Deposit, totaling \$99,591.00.

20 9. **Waiver of Code of Civil Procedure section 1268.030 and Entry of Final Order**
21 **of Condemnation.** Defendant waives the requirement of Code of Civil Procedure section
22 1268.030 that payment of compensation must be made prior to entry of a final order of
23 condemnation. Defendant expressly consents to the entry of a final order of condemnation,
24 consistent with this Interlocutory Judgment, without further notice to Defendant upon application
25 of MTA and upon MTA addressing all other interests in this action, whether or not any
26 compensation has been paid to Defendant under paragraph 6 of this judgment. Defendant and
27
28

1 MTA shall retain the right to enforce this judgment under Code of Civil Procedure sections
2 1268.010 and 1268.020, or as otherwise provided by law.

3
4
5 DATED:

5/22/2014



RICHARD B. RICO
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT "A"

LEGAL DESCRIPTION FOR FEE PURPOSES
PARCEL NUMBER CR-3801

LOTS 7 TO 11, INCLUSIVE, OF TRACT NO. 7483, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 88 PAGE 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOT 7, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 7, DISTANT $S89^{\circ}54'48''W$ THEREON 46.00 FEET FROM THE NORTHEASTERLY CORNER THEREOF; THENCE $S68^{\circ}02'47''W$ 46.19 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 7, SAID POINT ALSO BEING A POINT IN A NONTANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1450.12 FEET A RADIAL LINE TO SAID POINT BEARS $N65^{\circ}36'07''E$; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $0^{\circ}44'53''$, AN ARC LENGTH OF 18.94 FEET; TO THE NORTHERLY LINE OF SAID LOT 7; THENCE $N89^{\circ}43'35''E$ ALONG THE NORTHERLY LINE THEREOF 50.76 FEET TO THE POINT OF BEGINNING

CONTAINS: 10, 755 SQUARE FEET.

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

Stephanie A. Wagner
STEPHANIE A. WAGNER, P.L.S. 5752

August 22, 2011
DATE



EXHIBIT "B"

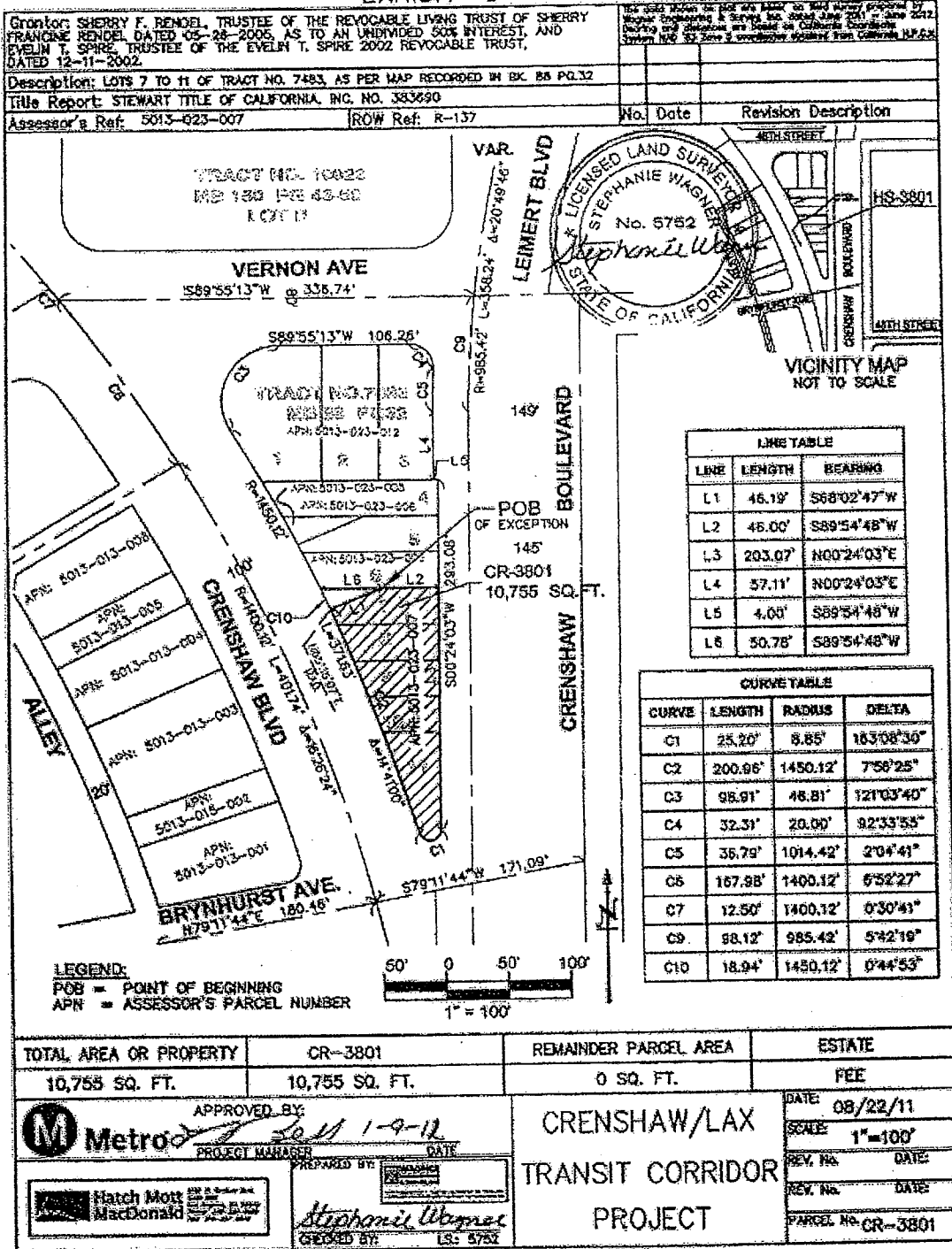


Exhibit H

Billboard Lease

[Attached]

Metro Real Estate Scanning Summary Sheet

TITLE	CBS OUTDOOR, LLC - RCRE019013
CUSTOMER NAME	CBS OUTDOOR, LLC
THOMAS GUIDE	673-F4
ASSESSOR PARCEL NUMBER	5013-023-007
CONTRACT NUMBER	RCRE019013
CATEGORY	CONTRACT DOCUMENTS
EXECUTION DATE	MAY 15 2014
NOTES	BILLING - ACTIVE -



LEASE NO. 20157

ADDENDUM
Crenshaw & Leimert

AGREEMENT made this 7th day of April, 2012, between the undersigned, as LESSOR(S), and CBS OUTDOOR INC., LESSEE.

WHEREAS, for consideration of \$10.00 and other goods and valuable considerations from LESSEE to LESSOR(S), the parties or their predecessors entered into a sign location lease agreement dated 10/1/75 (the "Lease").

WHEREAS, the parties desire to amend the Lease to establish their respective rights and obligations,

NOW THEREFORE, in consideration of the promises set forth herein, and in the subject Lease, the parties agree as follows:

4/30/2017 ES SR
The current lease dated 10/1/75 will be extended for an additional five (5) years six (6) months beginning December 1, 2011 thru June 30, 2017. Beginning 12/1/11 thru 5/31/2017 the new annual rent will be Twenty Four Thousand Dollars (\$24,000) paid in equal monthly installments of Two Thousand Dollars (\$2,000) For each lease year during the term of the Lease, LESSEE shall pay to LESSOR the greater of (i) Twenty Four Thousand Dollars (\$24,000) per year, payable in equal monthly payments of Two Thousand Dollars (\$2,000) in advance, beginning on 5/1/12 ("Base Rent"), or (ii) an amount equal to 35% of the Annual Net Revenue (as defined herein) ("Percentage Rent"). "Annual Net Revenue" shall mean all income actually received by the LESSEE that is derived from the signs located on the Premises during the preceding lease year, less any commissions paid by LESSEE to any advertising agency, said commissions not to exceed 16 2/3%. LESSEE shall calculate the Percentage Rent and provide LESSOR a full and accurate statement of its revenue calculation within sixty (60) days after the end of every lease year. In the event that the Percentage Rent is greater than the Base Rent, LESSEE shall pay the amount of the difference within said sixty (60) day period. LESSEE to obtain LESSOR's written approval for installation of electronic/digital signs. Lessor shall have absolute right to approve or disapprove installation of electronic/digital signs. If said installation is approved by lessor, the lease will automatically be extended an additional ten (10) years from the date of completion/installation of the electronic sign. ES SR

Payment of rent arrearage: Lessee has continued to make payments to lessor of \$500 per month. This agreement is effective from December 1, 2011. Therefore, lessee shall pay lessor the arrearage of \$1500 per month from December 1, 2011 through June 30, 2012. (said arrears to be paid forthwith but not later than July 1, 2012) Beginning July 1, 2012 the monthly rent payment shall be \$2,000 as stated above.

The North Face panel is currently subleased and operated by Clear Channel Outdoor. Any additional rent due under the revenue sharing agreement for this panel shall be paid to Lessor by Clear Channel Outdoor. June 30 ES SR

Other than provided in this addendum, this lease shall not automatically renew at the end of its term May 31, 2017, and shall thereafter become month to month terminable by either party upon thirty (30) days written notice.

THE PARTIES further agree that this Addendum shall supersede any contrary or conflicting provisions of the Lease.

FOR LESSOR(S):

BY: Guehyn Spire

LESSOR

Title

DATE: 6-20-2012

BY: Shay Rensch

lessor

Title

DATE: 6/23/12

EXECUTED by the LESSOR in the presence of

EXECUTED by the LESSEE in the presence of

LEASE NO. 25671

AND WHEN RECORDING MAIL TO

Name Foster and Kleiser
Street Division of Metromedia, Inc.
Address 1550 W. Washington Blvd.
City Los Angeles, California 90007
State
Zip

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

1 MIN. 11 AM. AUG 18 1993
PAST

FEE
\$5

FOSTER and KLEISER

Lease 25671

Date October 1, 1975

1. The undersigned, as Lessor, hereby leases and grants exclusively to Foster and Kleiser Division of Metromedia, Inc., as Lessee, the property (with free access to and upon same) located in the City of Los Angeles County of Los Angeles State of California described as:
Tract 7-8-9-10-11 Sheet 7483

as per map thereof recorded in the Office of the County Recorder of Los Angeles County, State of California for a term of fifteen (15) years from October 1, 1975 to October 1, 1990 for the purpose of erecting and maintaining advertising signs thereon, including necessary supporting structures, devices, illumination facilities and connections, service ladders and other appurtenances thereon.

2. Lessee shall pay to the Lessor rental in the amount of Two Thousand Four Hundred (\$2,400.00) Dollars per year, payable on a (monthly, annually) basis. Prior to construction and for the entire period during which no advertising copy is being displayed on the property by Lessee, the rental shall be Ten (\$10.00) Dollars.

3. Lessee shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

4. Lessor agrees that he, his tenants, agents, employees, or any other persons acting in his behalf, shall not place or maintain any object on the property or on any neighboring property which would in any way obstruct the view of Lessee's sign structures. If such an obstruction occurs the Lessee has the option of requiring the Lessor to remove said obstruction, or the Lessee may itself remove the obstruction charging the cost of said removal to the Lessor, or the Lessee may reduce the rental herein paid to the sum of Five (\$5.00) Dollars per year so long as such obstruction continues.

5. If the view of any of Lessee's signs is obstructed or impaired in any way, or if the value of such signs is diminished by reason of diversion or reduction of vehicular traffic, or if the use of any such signs is prevented or restricted by law, or if for any reason a building permit for erection or modification of any such signs is refused, the Lessee may immediately at its option adjust the rental in direct proportion to the decreased value of the leased premises for advertising purposes, or may terminate the lease and receive adjustment for all rent paid for the unexpired term.

6. If Lessee is prevented by law, or government or military order, or other causes beyond Lessee's control, from illuminating its signs, the Lessee may reduce the rental provided by paragraph 2 by one-half (1/2), with such reduced rental to remain in effect so long as such condition continues to exist.

7. This Lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee served thirty (30) days before the end of such term or subsequent like term, provided that Lessee shall have the right to terminate the Lease at the end of any monthly period upon written notice to Lessor served not less than thirty (30) days prior to the end of such monthly period. Lessor shall have the right to terminate the Lease at any time during the period of this Lease if the Lessor is to improve the unimproved property by erecting thereon a permanent private commercial or residential building. Lessee shall remove its signs within thirty (30) days after receipt of a copy of the applicable building permit. The Lessor will upon giving such notice of building, return to the Lessee all rent paid for the unexpired term plus the total cost of the construction and the removal of Lessee's signs, less 1/180th of such cost for each full month of this Lease prior to the notice of termination. If Lessor fails to commence the erection of the private commercial or residential building within thirty (30) days after Lessee removes its signs, Lessee shall again have the right to occupy the premises and maintain advertising signs subject to the provisions of this Lease. If any portions of the property are not to be utilized for such building, the Lessee has the option to use the remaining portion on the same terms, except that the rent shall be proportionately reduced.

8. Lessee shall have the right to permit others to place signs owned by them on the property, and such signs shall be subject to the terms and conditions of this Lease. It is agreed between the parties that Lessee, or such other person, as the case may be, shall remain the owner of all of said advertising signs, structures and improvements, and that, notwithstanding the fact that the same constitute real estate fixtures, the Lessee or such other person, as the case may be, shall have the right to remove said signs, structures and improvements at any time during the term of this Lease, or after the expiration of this Lease.

9. This Lease shall constitute the sole agreement of the parties relating to the lease of the above described premises. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties or promises are set forth specifically in this Lease.

10. The word "Lessor" as used herein shall include lessors. This Lease is binding upon, and inures to the benefit of the heirs, executors, successors and assigns of Lessee and Lessor.

11. Lessor represents that he is the owner(s) of the property covered by this Lease and has the authority to execute this Lease. All rents to be paid pursuant to this Lease, and all notices are to be forwarded to the undersigned Lessor at the address noted below the Lessor's signature.

EXECUTED by the Lessor in the presence of

WITNESS:

ACCEPTED: FOSTER AND KLEISER
Division of Metromedia, Inc.

By: Ray E. Depretto
Title: Vice President

BWB

LESSOR(S)

Helene Ingber

HELENE INGBER

Address: P.O. Box 76-452

LOS ANGELES, CALIF. 90076

Exhibit I

Form of Assignment and Assumption of Billboard Lease and

Certain Obligations Under the Interlocutory Judgment

[Attached]

**ASSIGNMENT AND ASSUMPTION OF BILLBOARD LEASE AND
CERTAIN OBLIGATIONS UNDER THE INTERLOCUTORY JUDGMENT**

This Assignment and Assumption of Ground Lease and Certain Obligations Under the Interlocutory Judgment (this “**Assignment**”) is made and entered into as of this ____ day of _____, 20____ (“**Assignment Date**”), by and between the Los Angeles County Metropolitan Transportation Authority (“**Assignor**” or “**LACMTA**”), and the City of Los Angeles, a municipal corporation (“**Assignee**” or “**City**”), acting by and through its Department of General Services, with reference to the following facts.

RECITALS:

A. Assignor owns that certain real property commonly known as 4444 Crenshaw Boulevard, Los Angeles, California, as legally described in Attachment 1 attached hereto and made a part hereof (the “**Property**”).

B. In connection with its acquisition of the Property, Assignor stipulated to an Interlocutory Judgment in Condemnation as to Defendant (CBS Outdoor LLC, formerly CBS Outdoor Inc.) entered by the Superior Court of California, County of Los Angeles on May 22, 2014 in Case No. BC510595 (“**Interlocutory Judgment**”). As set forth in the Interlocutory Judgment, in connection with its acquisition of a fee interest in the Property through condemnation, Assignor succeeded as landlord to a billboard lease on the Property (“**Billboard Lease**”); and the lessee under the Billboard Lease, CBS Outdoor LLC (“**Lessee**”), is entitled to maintain its billboard on the Property subject to specified terms and conditions set forth in the Billboard Lease and the Interlocutory Judgment. The Interlocutory Judgment and the Billboard Lease are attached hereto as Attachment 2, which is made a part hereof.

C. Assignor and Assignee are parties to that certain Memorandum of Agreement Regarding Destination Crenshaw-Sankofa Park, made and entered into as of _____, 2021 (the “**MOA**”), pursuant to which Assignor agreed to transfer the Property to Assignee, and Assignee agreed to accept the Property from Assignor subject to its assumption of: (i) the rights and obligations of Assignor under the Billboard Lease, and (ii) certain rights and obligations of Assignor under the Interlocutory Judgment, as more specifically set forth in this Assignment.

D. Assignor now desires to assign and transfer to Assignee all of Assignor’s rights, interests and obligations in, to and under the Billboard Lease and certain rights and obligations under the Interlocutory Judgment, and Assignee desires to assume such rights and obligations, as set forth herein.

NOW, THEREFORE, in consideration of the Recitals set forth above, which are hereby incorporated into this Assignment by reference, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment hereby agree as follows:

1. Assignment and Assumption. Assignor hereby represents and warrants to Assignee that (a) the copies of the Interlocutory Judgment and the Billboard Lease attached hereto as Attachment

2 are true, correct and complete copies, and neither the Interlocutory Judgment nor the Billboard Lease have been modified, supplemented or amended except as set forth in the copies attached hereto, and (b) no consent or approval of another party, including, without limitation, Lessee, is required for Assignor to assign the Assigned Interests (as defined below) to Assignee that has not been obtained as of the Assignment Date. Effective as of the Assignment Date, Assignor hereby grants, transfers, conveys, assigns and delegates to Assignee all of the rights, title, interests and obligations of Assignor as landlord under the Billboard Lease (the “**Billboard Lease Assigned Interests**”). Assignor further grants, transfers, conveys, assigns and delegates to Assignee all of Assignor’s rights and obligations as set forth in paragraphs 5, 6, 7 and 9 of the Interlocutory Judgment (such assigned rights and obligations, together with the Billboard Lease Assigned Interests, the “**Assigned Interests**”). Assignee hereby accepts such assignment and delegation of the Assigned Interests by Assignor and expressly and unconditionally assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor: (i) as lessor under the Billboard Lease, and (ii) of City/LACMTA as to paragraphs 5, 6, 7 and 9 of the Interlocutory Judgment, on or after the Assignment Date.

2. Indemnity.

2.1 City agrees to indemnify, defend and hold harmless LACMTA and its subsidiaries and each of their respective elected and appointed directors, officers, agents and employees from and against any and all liability, expenses (including without limitation, reasonable experts’ and attorneys’ fees), claims, losses, suits and actions of whatever kind, and for damages of any nature whatsoever (collectively, “**Claims**”), pertaining to the Assigned Interests first arising or accruing from acts or omissions occurring from and after the Assignment Date. LACMTA agrees to indemnify, defend and hold harmless City and its departments, officers, agents, consultants, contractors and employees from and against any and all Claims pertaining to the Assigned Interests first arising or accruing from acts or omissions occurring prior to the Assignment Date.

2.2 In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the parties hereto, as between themselves and pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, hereby contract out of Section 895.2 of said Code and agree to indemnify and defend the other in accordance with the terms of this Section 2 for the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by a negligent or wrongful act or omission of a party occurring in connection with the Assigned Interests to the same extent that such party would be responsible under this Section 2.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

4. Survival. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

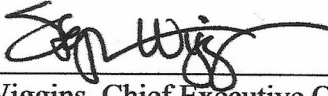
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall, taken together, be deemed to constitute a single document. Assignor, Assignee, and their respective successors and assigns shall be authorized to rely upon the signatures of all of the parties hereto on this Assignment which are delivered by facsimile or scanned into .PDF (or signatures in another electronic format designated by City) and sent by e-mail as constituting a duly authorized, irrevocable, actual, current delivery of this Assignment with original ink signatures of each person and entity.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Assignment Date.

ASSIGNOR:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY, a public agency
existing under authority of the laws of the State of California

By: 
Stephanie Wiggins, Chief Executive Officer

APPROVED AS TO FORM

RODRIGO A. CASTRO-SILVA
County Counsel

By: 
Deputy

[signatures continue on following page]

ASSIGNEE:

CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Department of General Services

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER
City Attorney

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

HOLLY L. WOLCOTT
City Clerk

By: _____
Deputy
Date: _____

Attachment 1

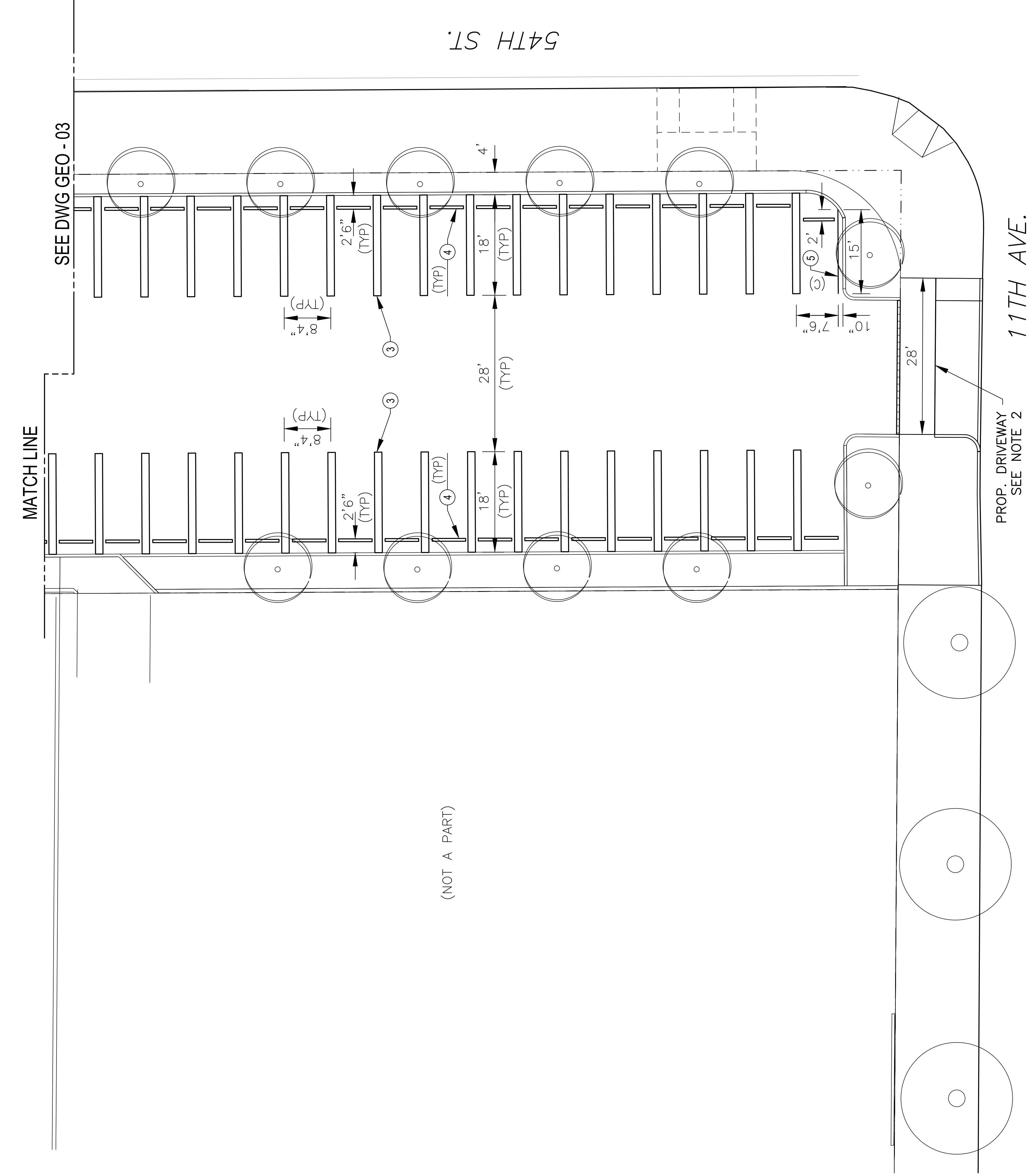
Property

[Attached]

Attachment 2

Billboard Lease and Interlocutory Judgment

[Attached]



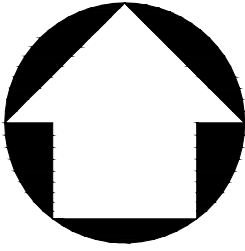
54TH ST. EAST LOT PARKING COUNTS	EXISTING	PROPOSED
STANDARD	0	42
ADA STANDARD	0	2
COMPACT	0	1
TOTAL	0	45

CONSTRUCTION NOTES

- ③ - INSTALL 4" WHITE STRIPE PER I.B. PIZC 2002.001 FIG. 1 (TYP)
- ④ - INSTALL CONCRETE WHEEL STOP
- ⑤ - INSTALL 4" WHITE STRIPE

NOTES:

1. SEE ARCHITECTURAL (A) PLANS FOR ARCHITECTURAL IMPROVEMENTS.
2. SEE ROADWAY IMPROVEMENT (CS) PLANS FOR PROPOSED ROADWAY IMPROVEMENTS.
3. SEE LANDSCAPING (L) PLANS FOR PROPOSED LANDSCAPING IMPROVEMENTS.
4. SEE DRAINAGE (CD) PLANS FOR PROPOSED DRAINAGE IMPROVEMENTS.
5. SIGNING AND STRIPING SHALL CONFORM TO LADBS DOCUMENT NO. PZ12 2002-001.

[illegible]

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

Grantee Name: City of Los Angeles

Project Title: Destination Crenshaw

Agreement Number: GF2156-0

Authority: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Destination Crenshaw is a 1.3-mile-long streetscape improvement and economic revitalization project to increase pedestrian safety, walkability, and access to public transportation and to local small businesses. The improvements include new sidewalk treatments, street furniture, wayfinding, public art, and facade.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

General Provisions

A. Definitions

1. The term "Act" means Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021).
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easements, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.
5. The term "Application Guidelines" means the Procedural Guide for General Fund Specified Development and Acquisition Grant Projects.
6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.

9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.
10. The term "Grantee" means an entity who has a signed agreement for grant funds.
11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.
12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.
13. The term "Payment Request Form" means Form RA212.
14. The term "Project" means the acquisition or development activity described in the Application as modified by Exhibit A to be accomplished with grant funds.
15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
16. The term "Project Scope" means the description or activity for work to be accomplished by the project.
17. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
18. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.
3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**.
4. Grantee shall at all times ensure that project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant funds for planning and document preparation may be available sooner if included in the grant project scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the California Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all state-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.
11. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
 - b. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.
 - c. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
 - d. Overhead costs are generally limited to a maximum of 15% of total direct costs.

2. Payment Documentation:

- a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
 4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.
 5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.
4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2026**.
5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.

6. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Grantee, only authorized and eligible work prior to that notification of termination will be paid by the State.
2. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this or any other grant agreement or contract entered into with the State.
3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
4. If the Grantee fails to complete the project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
5. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or

incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of twenty-five (25) YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.
2. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this Agreement.
3. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, the Grantee shall reimburse the State the amount of the Grant.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

EXHIBIT A**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT****General Fund Specified Grant FY 2021-2022****Grantee Name:** City of Los Angeles**Project Title:** Destination Crenshaw**Agreement Number:** GF2156-0**Project Scope:**

Destination Crenshaw is a 1.3-mile long streetscape improvement and economic revitalization project to increase pedestrian safety, walkability, and access to public transportation, and local small businesses. The improvements include the construction of Sankofa Park, new sidewalk treatments, street furniture, wayfinding signage, and public art commissions to update business facades and landscaping elements throughout the corridor.

Project elements funded by General Fund grant:

- Administration & Development
- Community Engagement & Communications
- Install approximately 15,000 SF of concrete
- Install approximately 5,000 SF of weathered steel
- Construction Management
- Public Art Commissions
- Exhibition & Digital Media (Wayfinding Signage/Digital)

Project is located along public right of ways and is fully accessible to the general public.

Project Schedule:

Activity Description	Timeline
Planning, Coordination, and Outreach	March 2022
Preliminary work on the project	March/April 2022
Begin construction	March 2022
Sankofa Park construction complete	May/June 2023
Submit Project Closeout package with last Payment Request to State	August 2023

Cost Estimate: See Exhibit A-1

Minor Amendment to move \$2,500,000 in funds from line items "CONCRETE" & "WEATHERED STEEL" to increase the amount to \$2,628,419 for "GENERAL CONDITIONS" and \$798,282 for "EXHIBITION & DIGITAL MEDIA". All items are located in the Construction Section and there are no changes to the project scope. Approved by Ron Benny 5/5/2023

Exhibit A-1: Cost Estimate
Project Name: Destination Crenshaw
Grantee: City of Los Angeles

Grant No. GF2156-0

PROJECT ELEMENT	Total Amount	General Fund Grant	Funding Source (LA City)	Funding Source (Destination Crenshaw)
1. NON-CONSTRUCTION COST				
Administration & Development	\$11,711,764	\$104,588	\$1,018,375	\$10,588,801
Community Engagement & Communications	\$5,461,748	\$91,000	\$1,300,000	\$4,070,748
Park Maintenance	\$3,750,000	\$0	\$0	\$3,750,000
Sub Total Non-Construction	\$20,923,512	\$195,588	\$2,318,375	\$18,409,549
CONSTRUCTION COST				
2. SANKOFA PARK CONSTRUCTION				
Site demolition	\$160,000	\$0	\$0	\$160,000
Site work	\$796,448	\$0	\$0	\$796,448
Erosion control	\$54,362	\$0	\$0	\$54,362
Construction fence	\$38,442	\$0	\$0	\$38,442
Concrete (site)	\$1,468,707	\$0	\$0	\$1,468,707
Concrete (structural)	\$2,400,300	\$0	\$0	\$2,400,300
Reinforcing steel	\$740,408	\$0	\$0	\$740,408
Weathered steel	\$3,431,028	\$0	\$0	\$3,431,028
Shade structures allowance	\$454,000	\$0	\$0	\$454,000
Lighting	\$2,224,170	\$0	\$0	\$2,224,170
Waterproofing	\$200,000	\$0	\$0	\$200,000
Plumbing	\$184,400	\$0	\$0	\$184,400
Paving	\$79,250	\$0	\$0	\$79,250
Landscape/irrigation	\$587,050	\$0	\$0	\$587,050
Security	\$45,000	\$0	\$0	\$45,000
Painting/finishes	\$15,651	\$0	\$0	\$15,651
Site furnishing - bench top	\$50,000	\$0	\$0	\$50,000
General requirements (survey, Covid safety, etc)	\$401,364	\$0	\$0	\$401,364
Subcontractor default insurance	\$202,246	\$0	\$0	\$202,246
Traffic control	\$211,917	\$0	\$0	\$211,917
Material escalation	\$149,812	\$0	\$0	\$149,812
School traffic assistance	\$429,933	\$0	\$0	\$429,933
Preconstruction for future phases	\$90,000	\$0	\$0	\$90,000
Workforce development	\$274,000	\$0	\$0	\$274,000
Photography	\$4,489	\$0	\$0	\$4,489
Artwork infrastructure	\$175,000	\$0	\$0	\$175,000
Parking per union agreement	\$144,000	\$0	\$0	\$144,000
Pavers	\$925,100	\$0	\$0	\$925,100
Permanent fiber relocation	\$200,000	\$0	\$0	\$200,000
Schedule acceleration	\$200,000	\$0	\$0	\$200,000
Storm drain removal	\$50,000	\$0	\$0	\$50,000
Contractor contingency - 2%	\$334,430	\$0	\$0	\$334,430
General conditions (Construction Management)	\$2,628,419	\$2,628,419	\$0	\$0
Bonds & insurance	\$408,137	\$0	\$0	\$408,137
Contractor's 5% fee	\$987,903	\$0	\$0	\$987,903
Sub Total Sankofa Park Construction	\$20,745,966	\$2,628,419	\$0	\$18,117,547
3. OTHER CONSTRUCTION				
Public Art Commissions	\$14,179,566	\$2,877,711	\$1,569,175	\$9,732,680
Design & Engineering	\$5,826,676	\$0	\$3,444,390	\$2,382,286
Land Acquisition & Entitlements	\$500,000	\$0	\$0	\$500,000
Exhibition & Digital Media (Wayfinding Signage / Digital)	\$9,252,568	\$798,282	\$0	\$8,454,286
Sub Total Other Construction	\$29,758,810	\$3,675,993	\$5,013,565	\$21,069,252
Total Construction	\$50,504,776	\$6,304,412	\$5,013,565	\$39,186,799
Contingency (not to exceed 10% of grant)	\$2,074,597	\$0	\$0	\$2,074,597
Grand Total	\$73,502,885	\$6,500,000	\$7,331,940	\$59,670,945

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.

**Overhead costs are allowable and generally limited to 15% of total direct costs of the grant. In -service payroll may not include a "billable rate" or administrative cost allocation.

EXHIBIT L

Guidelines Relating to Gas Tax Expenditures for Cities and Counties



BETTY T. YEE
California State Controller

March 2019

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APPENDIX: ROAD MAINTENANCE AND REHABILITATION PROGRAM

BACKGROUND**100****Purpose of the Guidelines****110**

Guidelines Relating to Gas Tax Expenditures was developed to assist cities and counties in making determinations as to eligibility, responsibilities, accounting requirements, and records, and as a source of technical assistance. The guidelines are not intended to replace statutory or legal authority, but to enhance and explain the somewhat general descriptions found in the California Constitution and the Streets and Highways (S&H) Code.

Guidelines relating to the Road Maintenance and Rehabilitation Program (RMRP) are included as an appendix to this document.

Expenditure Authority**120**

Expenditure authority is governed by [Article XIX of the California Constitution](#) and [S&H Code section 2101](#). These laws describe the allowable uses of gas tax funds for public streets and highways, public mass transit guideways, and their related public facilities. The RMRP is additionally governed by [S&H Code section 2030](#).

State Controller's Responsibility**130**

The constitutional responsibilities of the State Controller are outlined in the California Constitution and various statutes, the most general of which is [Government Code section \(GC\) 12410](#), which requires the Controller to superintend the fiscal concerns of the State. In addition, [S&H Code section 2153](#) imposes a mandatory duty on the Controller to ensure that the annual street and road reports are adequate and accurate.

The State Controller's Office (SCO) conducts audits of cities' Special Gas Tax Street Improvement Funds and counties' Road Funds. The SCO's audit objective is to ensure that highway users tax funds are accounted for and expended in compliance with applicable laws and regulations.

City and County Responsibilities**140**

Cities and counties are required to expend gas tax revenues for street and road purposes in compliance with the S&H Code and to be accountable for the efficient and transparent use of the apportioned funds.

REPORTING REQUIREMENTS**200****Reporting Requirements****210**

[S&H Code section 2151](#) requires cities and counties to file an annual report of street or road expenditures made during the preceding fiscal year. The SCO provides a tool for completing and submitting these reports, the [Annual Street Report](#) for cities and the [Annual Road Report](#) for counties, on its website. The website facilitates the compilation of the reports with instructions, forms, current and historical appropriation data, and relevant code references.

Contents of the Report**220**

The reports filed by cities and counties must show the amount expended for: construction by contract, maintenance by contract, construction by day labor, and maintenance by day labor.

The reports also must include a detailed statement of all money available from all sources during the fiscal year covered by the report. This includes money made available by the federal government, the State, the county or city, and any other governmental agency; as well as money available from bond issues, special assessments, or from any other source for expenditure for street or road purposes.

The expenditures included in the report must be broken down into expenditure categories, such as expenditures for rights-of-way or other property, new construction, reconstruction, widening, resurfacing, maintenance, repair, and acquisition and maintenance of equipment. The report also must include a detailed statement of all expenditures for snow removal. ([S&H Code section 2152](#))

Annual Tabulation and Compilation**230**

The SCO annually tabulates and compiles the city and county reports and publishes the compilation report on its website.

Delinquent Reports**240**

No state money will be allocated to any city or county that is delinquent in filing this report. ([S&H Code section 2155](#))

HIGHWAY USERS TAX ACCOUNT APPORTIONMENTS**300****Revenues****310**

Revenues from the gas tax deposited into the Highway Users Tax Account (HUTA) in the Transportation Tax Fund are apportioned by the SCO to cities and counties. These apportionments are provided for in [S&H Code sections 2100 through 2127](#). The following table outlines the recipients, apportionment basis, and restricted use of the HUTA money:

HUTA Apportionment Basis and Usage of Funds Apportioned per the S&H Code

<u>Code Section</u>	<u>Apportionment Based on</u>	<u>Restricted Use</u>
S&H §2103	Population, vehicle registration, maintained mileage	Any street or road purpose
S&H §2104(a)	Specified amount of \$1,667 per month	Undistributed engineering cost and administrative expense
S&H §2104(b)	The lesser of: 1) total reimbursable snow removal and/or snow grooming costs reported annually by counties, or 2) \$7,000,000	Snow removal or snow grooming or both
S&H §2104(c)	Specified percentage per §2110.5 payable only to certain counties	Heavy rainfall and storm damage
S&H §2104(d)(e)(f)	Vehicle registration maintained mileage	Any road purpose
S&H §2105	Per gallon tax per R&T§7360, §8651, §8651.5, §8651.6, §60050, §60115	Any street or road purpose
S&H §2106	Vehicle registration, tangible property assessed valuation, and population; also specifies monthly payment to each city (\$400) and county (\$800)	Any street or road purpose
S&H §2107(b)	Amount equal to one-half of expenditures in excess of \$5,000	Snow removal
S&H §2107(c)	Population	Any street or road purpose
S&H §2107.5	Population	Engineering cost and administrative expense*

* Cities with populations of fewer than 10,000 inhabitants may expend S&H Code section 2107.5 money for acquisition of rights-of-way and for construction of their street systems.

Prerequisites to Receive HUTA Apportionments**320**

To receive HUTA apportionments, a city or county must:

- Establish a Gas Tax Street Improvement Fund or Road Fund as required by law;
- Deposit HUTA money in a separate bank account when required by law;
- File any report required by law; and
- Restore any gas tax money not expended in conformance with any law or constitutional provision.

The SCO may withhold payment of HUTA apportionments in the event of a city or county's failure to comply with these prerequisites. When a city or county has provided satisfactory proof to the SCO of the establishment of a Gas Tax Street Improvement Fund or Road Fund, the deposit of HUTA money in a separate bank account, the filing of the delinquent report, or the restoration of the improperly expended money, the city or county will then receive the gas tax apportionments. ([S&H Code section 2119](#))

DEFINITIONS RELATED TO STREETS AND ROADS**400****General****410**

The following information is derived from the [Local Assistance Program Guidelines](#) and the [Local Assistance Procedures Manual](#) developed by the California Department of Transportation (Caltrans), and the applicable sections in the S&H Code, California Attorney General Opinions, and SCO legal opinions, as well as from frequently asked questions and various audit findings.

The subsequent definitions presented are useful for the proper accounting of street and road costs. Some consolidations have been made and certain wording modified; however, the definitions are essentially those presented in the aforementioned documents.

<u>Term</u>	<u>Definition</u>
City	Includes “city and county” and “incorporated town.” (S&H Code §15)
County highway or roads	Any highway that is (a) laid out or constructed as such by the county, (b) laid out or constructed by others and dedicated or abandoned to or acquired by the county, (c) made a county highway in any action for the partition of real property, or (d) made a county highway pursuant to law. (S&H Code §25)
County	Includes “city and county.” (S&H Code §14)
Exclusive public mass transit guideways	A channel, slot, or track in which a common carrier vehicle is fitted or linked so that its line of motion is controlled.
Governing body	City Council for cities and Board of Supervisors for counties.
Highway	Includes bridges, culverts, curbs, drains, and all works incidental to highway construction, improvement, and maintenance. (S&H Code §23)
Non-motorized transportation facility	A facility designed primarily for the use of pedestrians, bicyclists, or equestrians. (S&H Code §887)
Sidewalks	That portion of a highway, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel. (Vehicle Code §555)
Street	All or any portion of territory within a city set apart and designated for the use of the public as a thoroughfare for travel, and includes the sidewalks, the center, and the side plots thereof. (S&H Code §22010)
Right-of-way	Land acquired for use as a street or highway, either as an easement or by grant deed conveying title in fee.
City street	No public or private street or road shall become a city street or road until the governing body, by resolution, has accepted the street or road into the city street system (S&H Code §1806). The width of all city streets except state highways, bridges, alleys, and trails, shall be at least 40 feet. The governing body of any city may, by a resolution passed by a four-fifths vote of its membership, determine that the public convenience and necessity demand the acquisition, construction, and maintenance of a street of less than 40 feet. (S&H Code §1805)
County road	No public or private road shall become a county highway until the board of supervisors by appropriate action caused the road to be accepted into the county road system. (S&H Code §941) The width of all county highways, other than bridges, alleys, lanes, and trails, shall be at least 40 feet, except the board of supervisors of any county may, by a resolution passed by a unanimous vote of its members, determine that the public convenience and necessity demand the maintenance of a highway of less than 40 feet. (S&H Code §906)

Construction**420**

Construction can be defined as the building or rebuilding of streets, roads, bridges, ferries; and acquisition of rights-of-way or their component parts; to a degree that improved traffic service is provided and geometric or structural improvements are effected. Construction also includes allocated administration and engineering necessarily incurred and directly related to these activities.

The following information is intended to define the categories of expenditures and provide examples for general guidance.

Construction work can be separated into four categories:

- 1) **New Construction** – A construction that substantially deviates from the existing alignment and provides for an entirely new street or roadbed for the greater parts of its length.
- 2) **Reconstruction** – A construction involving realignment or the use of standards well above those of the existing element, whereby the type or the geometric and structural features are significantly changed.
- 3) **Preventative Maintenance** – Includes, but is not limited to, roadway activities such as joint and shoulder rehabilitation, heater re-mix, seal coats, corrective grinding of PCC¹ pavement, and restoration of drainage systems.
- 4) **3R Work** – All other work that does not fall into the above-defined categories for new construction, reconstruction, or preventative maintenance and typically involves the improvement of highway pavement surfaces through resurfacing, restoration, or rehabilitation. 3R Work is generally regarded as heavy, non-routine maintenance designed to achieve a ten-year service life. Specifically, 3R Work is defined as:
 - *Resurfacing* generally consists of placing additional asphalt concrete over a structurally sound highway, street, or bridge that needs treatment to extend its useful service life.
 - *Restoration* means returning a road, street, structure, or collateral facility to the condition existing after original construction.
 - *Rehabilitation* implies providing some betterments, such as upgrading guardrail or widening shoulders.

The following examples of construction expenditures are grouped by types of work:

<u>Expenditures</u>	<u>Types of Work</u>
Additions	<ul style="list-style-type: none"> • The addition of a frontage street or road • Addition of auxiliary lanes such as speed change, storage, or climbing lanes
Barriers	<ul style="list-style-type: none"> • Earthwork protective structures within or adjacent to the right-of-way area • Extensions and new installation of walls • Replacement of retaining walls to a higher standard • Extension of new installation of guardrails, fence lines, raised medians, or barriers for traffic safety
Bikeways	<ul style="list-style-type: none"> • Construction of bikeways when they are an integral part of the streets and highways system • Construction of bicycle or pedestrian underpasses or overhead crossings for the general public use

¹ Portland Cement Concrete (PCC) pavement, or *rigid pavement* as it is sometimes called, refers to the rigid concrete layer of the pavement structure that is in direct contact with the traffic.

Source: <http://www.industrialresourcescouncil.org/Applications/PortlandCementConcretePavement/tabid/447/Default.aspx>

<u>Expenditures</u>	<u>Types of Work</u>
Bridges	<ul style="list-style-type: none"> • Reconstruction of an existing bridge or installation of a new bridge • Widening of a bridge • Replacement of bridge rails and floors to a higher standard
Curbs, etc.	<ul style="list-style-type: none"> • Installation or extension of curbs, gutters, sidewalks, or underdrains
Drainage	<ul style="list-style-type: none"> • A complete reconstruction or an addition to a culvert • Extending old culverts and drains and replacing headwalls
Landscaping	<ul style="list-style-type: none"> • Installation or additional landscape treatment such as sod, shrubs, trees, irrigation, etc., along the street or road right-of-way
Layout	<ul style="list-style-type: none"> • Change of alignment, profile, and cross-section • Reconstruction of an intersection and its approximate approaches to a substantially higher type involving a change in its character and layout including changes from a plain intersection to a major channelized intersection or to a grade separation and ramps
Lighting	<ul style="list-style-type: none"> • Installation or expansion of street or road lighting system
Relocation	<ul style="list-style-type: none"> • The removal of old street and roadbeds and structures, and detour costs when connected with a construction project • Replacement in kind, when legally required, of structures that are required to be relocated for street and road purposes
Signs and signals	<ul style="list-style-type: none"> • The installation of original traffic signs and markers • Replacement of all major signs or traffic control devices on a street or road • The installation of a new sign or the replacement of an old sign with one of superior design such as increased size, illumination, or overhead installations • Installation or improvement of traffic signal controls at intersections and protective devices at railroad grade crossings • Purchase and installation of traffic signal control equipment including traffic actuated equipment, radio or other remote control devices and related computers, and that portion of preemption equipment not mounted on motor vehicles
Striping	<ul style="list-style-type: none"> • Painting or rearrangement of pavement striping and markings, or repainting to a higher standard
Surface work	<ul style="list-style-type: none"> • Original surfacing of shoulders • Improvement of a surface to a higher type of material • Placing sufficient new material on soil surface or gravel street or road to substantially improve the quality or the original surface • Bituminous material of one inch or more placed on bituminous or concrete material—a lesser thickness may be considered construction provided the engineer certifies that the resulting pavement is structurally adequate to serve anticipated traffic • Remix existing bituminous surfacing with added materials to provide a total thickness of one inch or more—a lesser thickness may be considered construction provided the engineer certifies that the resulting pavement is structurally adequate to serve anticipated traffic • Stabilization of street or road base by adding material such as cement, lime, or asphalt
Widening	<ul style="list-style-type: none"> • Widening of existing street or roadbed or pavement, with or without resurfacing • Resurfacing, stabilizing, or widening of shoulders including necessary connections to side streets or road approaches

Maintenance**430**

Maintenance is defined as the preservation and upkeep of a street or road constructed condition, and the operation of a street or road facility and its integral services to provide safe, convenient, and economical highway transportation.

Physical Maintenance is preservation and upkeep of a highway, including all of its elements, in as nearly as practicable its original condition or its subsequently improved condition.

Traffic Services include the operation of a highway facility, and services incidental thereto, to provide safe, convenient, and economic travel.

Following are examples of maintenance expenditures:

- Scarifying, reshaping, and restoring material losses
- Applying dust palliatives
- Patching, repairing, surface treating, and joint filling on bituminous or concrete surfaces
- Jacking concrete pavements
- Repairing traveled way and shoulders
- Adding bituminous material of less than 1" to bituminous material including seal coats
- Remixing existing bituminous surfacing with added materials to provide a total thickness of less than one inch
- Patching operations including base restoration
- Resealing street or road shoulders and side street and road approaches
- Reseeding and resodding shoulders and approaches
- Reshaping drainage channels and side slopes
- Restoring erosion controls
- Cleaning culverts and drains
- Removing slides and restoring facilities damaged by slides (additional new facilities shall be construction)
- Mowing, tree trimming, and watering within the street right-of-way
- Replacing topsoil, sod, shrubs, trees, irrigation facilities, etc., on streets and roadsides
- Repairing curb, gutter, rip-rap, underdrain, culverts, and drains
- Cleaning, painting, and repairing bridges and structures
- Performing all snow control operations such as erection of snow fences and the actual removal of snow and ice from the traveled way
- Repainting pavements, striping, and markings
- Repainting and repairing signs, guard rails, traffic signals, lighting standards, etc.
- Adding small numbers of conventional traffic control devices including signs
- Servicing street or road lighting and traffic control devices
- Furnishing power for street or road lighting and traffic control devices

Administrative Costs**440**Direct Costs

Direct costs are expenditures incurred solely and specifically for street or road purposes or projects. Direct costs include contract payments, Right of Way acquisition, direct material, and forced labor costs; the salaries, wages, fringe benefits and related costs of employees directly participating on street and road purpose projects. Typical direct costs include:

- Compensation of employees for the time devoted and identified specifically to the performance of the street or road project(s). Direct cost typically includes first level of supervision dedicated to the project. Supervisory activities above the first level of supervision are recoverable as indirect costs.
- Costs of materials consumed, or expended specifically for the purpose in which the participating state/federal funds were authorized.
- Equipment and other approved capital expenditures.
- Expense items or services contracted, or furnished specifically for the project to carry out the purpose in which the participating federal/state funds were authorized.

Indirect Costs (Overhead)

Indirect costs, or general street or road overhead costs, are costs that are incurred for street or road purposes that cannot be readily identified to a particular project. Cities and counties are allowed to use highway users' tax monies to reimburse for indirect costs provided that there is documentation that amounts reimbursed were fairly and equitable allocated. Indirect costs typically include:

- Cost of overall supervision of field operations
- Cost of shop supplies such as expendable small tools and non-permanent barricades, warning signs, and other devices

Ineligible Expenditures**450**

Following is a list of the types of expenditures **not** eligible for financing from gas tax money:

- Cost of rearranging non-street or road facilities, including utility relocation, when not a legal road or street obligation
- New (first installation of) utilities, including water mains, sanitary sewers, and other non-street facilities
- Cost of leasing property or right-of-way, except when required for construction work purposes on a temporary basis
- Cost of constructing or improving a street or area for parking purposes, **except** for the width normally required for parking adjacent to the traveled way and within the right-of-way
- Decorative lighting
- Park features such as benches, playground equipment, and restrooms
- Work outside the right-of-way which is not a specific right-of-way obligation
- Equestrian under- and overpasses or other similar structures for any other special interest group unless as a part of a right-of-way obligation

- Acquisition of buses or other mass transit vehicles or maintenance and operating costs for mass transit power systems or passenger facilities (passenger facilities include but are not limited to bus benches, shelters, and bus stop signs, or equipment and services)
- Maintenance or construction on alleys that have not been formally designated as part of the jurisdiction's street and road system
- Improvements and maintenance to park and ride designated lots
- Driveways outside of the street and road right-of-way
- Debt service payments for non-voter-approved bonds, including Certificates of Participation
- Over-expended funds (deficit fund balance)
- Negative interest allocation

SPECIFIC DETERMINATIONS**500****Questions Related to HUTA Expenditures****510**

The following information is included to provide guidance on some specific questions that may arise during the course of a jurisdiction's annual street and road program. The list is not all-inclusive, but does cover a comprehensive area of activities.

<u>Subject</u>	<u>Determination</u>
May HUTA money fund a freeway emergency telephone system?	Yes. Freeway emergency telephone systems serve a highway purpose, potentially increasing traffic capacity through better accident reporting.
May a city or county purchase land for "greenbelt" purposes with HUTA money?	Surplus street or road land may be used for a park, providing it mitigates the environmental impact of a street construction project. However, legislative action is necessary to authorize the use of HUTA funds to purchase land for "greenbelt" purposes.
May a city or county expend interest earned on HUTA funds for non-street or road purposes?	No. Interest follows principal and may not be spent for a non-street or road purpose.
Are temporary transfers or loans from a Special Gas Tax Street Improvement Fund or Road Fund allowed if the borrowed amounts are repaid in the same fiscal year?	No. Article XIX of the Constitution prohibits loans or temporary transfers of HUTA funds, HUTA funds are confined to street and road purposes. (CA Con Article XIX §2 , S&H Code §2101)
May HUTA money fund the cost of lighting for bus stop shelters?	No. A bus stop shelter is not a facility for non-motorized traffic and such shelters are related to the motorized mass transit system.
May a city or county expend HUTA funds for rubberized railroad grade crossing material or repair grade crossing?	Yes. The purchase or repair would constitute a streets and roads purpose and be eligible for HUTA funding.
May a city or county expend HUTA funds for maintenance on a state highway?	Yes, if there is an agreement allowing the city or county authority to maintain a state highway; otherwise, the State has sole authority to maintain state highways.
May a city or county purchase equipment with HUTA funds?	Yes. Street or road related equipment is eligible for HUTA funding provided the following criteria are met: <ul style="list-style-type: none"> • The city or county keeps accurate records on acquisition cost, use, maintenance, and disposition; • Equipment purchased with HUTA funds may be used for non-street/road purposes provided the city or county reimburses the Special Gas Tax Street Improvement Fund or Road Fund for the use of the equipment at the Caltrans equipment rental rate or at an internally developed rental rate (supporting documentation required) • The city or county provides a representation letter substantiating street use, non-street use; and/or • Proceeds from disposition are redeposited in the Special Gas Tax Street Improvement Fund or Road Fund.

May the HUTA funds pay for expenses incurred in attending or participating in Institute of Transportation and Traffic Engineering-sponsored programs conducted for street or road purposes?

Yes. These expenses are allowable uses of HUTA funds.

What is the acceptable methodology for charging the Special Gas Tax Street Improvement Fund or Road Fund for its proportionate share of governmental overhead?

Overhead must be substantiated by a cost allocation plan, or an equitable and auditable distribution of these costs to all departments.

What is the proper treatment of right-of-way acquisition and disposal?

- Any city or county that has purchased salable excess right-of-way with HUTA funds must report any unsold portions to the Controller along with the reason(s) for holding it, and the anticipated date of disposal.
- If a city or county rededicates a park or other city-owned property for a street right-of-way, no charge may be made to the Special Gas Tax Street Improvement Fund or Road Fund for the value of this property.
- Any local jurisdiction may expend highway users' taxes for relocation expenses necessitated by right-of-way acquisitions in accordance with the applicable Government Codes on relocation assistance.

May a city charge percentage engineering in lieu of actual costs?

Percentage engineering is allowable at the rates presented below.

Contract Work:

<u>Preliminary Engineering</u>	<u>Construction Costs (in thousands)</u>	<u>Construction Engineering</u>
22%	\$0–\$49	22%
17%	\$50–\$74	20%
15%	\$75–\$99	18%
13%	\$100–\$149	16%
10%	\$150–\$249	15%
8%	\$250–\$499	14%
8%	\$500–\$999	14%
8%	\$1,000–\$2,000	14%

These percentages will be computed on the eligible portion of the contract price.

Day Labor: 5% for preliminary engineering and 6% for construction engineering and inspection. (These percentages will be computed on eligible portions of material, equipment, rental and labor (including fringe benefits).)

Right-of-Way Engineering: 2%. This percentage is on the total eligible right-of-way costs. If percentage engineering is used, the agency must be aware that: (1) no agency may claim percentage engineering in excess of its total street purpose engineering shown on the agency's records; (2) percentage charges may be made to the Special Gas Tax Street Improvement Fund during the same fiscal year in which the actual engineering work occurred (in some cases, this may require an estimate to be made in one year with an adjustment to actual in a subsequent year); and (3) if actual costs are known, it must be used in all cases.

May a jurisdiction charge the Special Gas Tax Street Improvement Fund and Road Fund for construction of facilities that are necessary to drain streets and roads?

For this purpose, those portions of the drainage system listed below may be financed entirely with such money:

- Cross culverts, regardless of angle of crossing;
- Storm drains, culverts, or drainage channels that are required to be constructed or reconstructed by improvements of the roadway;
- Longitudinal storm drains or other longitudinal culverts, including manholes;
- Cross or longitudinal gutters at intersections; and
- Catch basins and related pipes. (The term *catch basin* shall include outlet structures or curb openings. Eligible catch basins must be located within the road or street system rights of way, or as close to the curb return joining the road or street system as practicable considering the location of obstructions and/or hydraulic considerations.)

Are HUTA funds available to be used for payment of the cost of any project to the extent that such cost is not reimbursable from federal funds (i.e. used as matching funds)?

Yes. HUTA funds are eligible to fund matching contributions to railroad grade separation projects, and county and federal matching programs.

SPECIAL ACCOUNTING REQUIREMENTS**600****Special Accounting Requirements for Cities****610**

California law imposes specific requirements on the administration of and accounting for HUTA funds; this section compiles the current guidance.

Special Revenue Fund Required

[S&H Code section 2113](#) states, in part, “...no apportionment of money from the Highway Users Tax Fund as provided in [Section 2106](#) or [2107](#) shall be made to a city unless the city has set-up by ordinance a “special gas tax street improvement fund”. This fund is a special revenue fund used to account for proceeds of specific revenue sources that are legally restricted to expenditures for special purposes.

Fund Criteria

- Basis of Accounting – Modified accrual as required by generally accepted accounting principles for special revenue funds
- Primary Means of Spending Control – Annual budget appropriation limitations
- Usual Financing Sources – Legally or contractually identified revenues
- Measurement Focus – Spending and the quality and/or quantity of the products or services provided

Specific Accounting Requirements

The following requirements are to provide guidance on the specific accounting treatment as it relates to the Special Gas Tax Street Improvement Fund:

- All HUTA apportionments must be deposited directly into the Special Gas Tax Street Improvement Fund.
- If other revenues are commingled in the Special Gas Tax Street Improvement Fund, it is the jurisdiction’s responsibility to provide accurate and adequate documentation to support revenue and expenditure allocation as well as segregated balances.
- Any expenditures being funded by “expenditure reimbursement” transfers of gas tax cash to other funds must be identified. Generally accepted accounting principles require that expenditures of the fund being reimbursed are credited to avoid an overstatement of expenditures. The credit would specifically identify the nature of expenditures being funded by gas tax.

Interest Requirements ([S&H Code section 2113](#))

- Any interest earned on investment of HUTA funds must be deposited in the Special Gas Tax Street Improvement Fund to be used for street purposes.
- Any city that elects not to invest its HUTA funds but invests most of its other available funds should deposit the HUTA funds in a separate checking account to clearly indicate that this money was not invested.
- If HUTA funds are invested, they must receive their equitable pro-ratio of interest earned on the total funds invested. Several methods are available to determine an equitable distribution of interest earned. Whatever method is employed will be analyzed during audit to determine reasonableness and confirm distribution to the Special Gas Tax Street Improvement Fund. The SCO recommends a distribution based on average month-end cash balances.

Reimbursements

Reimbursements of HUTA funds previously expended must be deposited in the Special Gas Tax Street Improvement Fund. This includes, but is not limited to:

- Federal aid urban projects
- Cooperative agreements
- Right-of-way dispositions
- Federal and safety projects

Special Accounting Requirements for Counties

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All HUTA apportionments shall be deposited into a county's Road Fund. A county may deposit other money into the Road Fund. All money deposited into the Road Fund must be expended exclusively for the road related purposes specified in [S&H Code section 2101](#). ([S&H Code section 2150](#))

Procedural Requirements

Guidance on specific accounting treatment for County Road Funds is provided in Chapter 9, Appendix A of the [Accounting Standards and Procedures for Counties manual](#) published by the SCO as required by [GC section 30200](#).

- All apportionments received from the Highway Users Tax Fund must be deposited into the county's Road Fund.
- The road commissioner of each county must prepare a tentative road budget covering all proposed county road expenditures. This budget must be submitted to the board of supervisors in accordance with [Government Code sections 29000-29144](#) and in the form and manner prescribed by the SCO and at the same time as other county departments submit their recommended budgets. ([S&H Code section 2007](#))
- Interest received by the county from the investment of money of its Road Fund must be deposited in its Road Fund and shall be used for road purposes.
- All other money deposited into the Road Fund shall be used for road purposes.

County Road Commissioner

Each county Board of Supervisors must appoint a single road commissioner for all road districts in the county. Every person who is appointed road commissioner after December 31, 1965, must be a registered civil engineer. There are exceptions to this requirement; the City and County of San Francisco may appoint a road commissioner who is not a registered civil engineer. ([S&H Code section 2006](#))

The Board of Supervisors of any county may abolish the office of road commissioner if the board transfers all duties of the road commissioner to the county director of transportation. The director of transportation need not have any special permit, registration, or license. Any civil engineering functions required will be performed by a registered civil engineer acting under the authority of the director of transportation. ([S&H Code section 2006.1](#))

The Board of Supervisors of Orange County may abolish the office of road commissioner if the Board transfers all duties of the road commissioner to an environmental management agency. The director of the environmental management agency is not required to have any special permit, registration, or license. Any civil engineering functions required to be performed by the road commissioner must be performed by a registered civil engineer acting under the authority of the director of the agency. ([S&H Code section 2006.5](#))

Allocations or payments will not be made to any county from the HUTA until the county has complied with the requirements of [S&H Code section 2006](#). If a vacancy occurs, the county has 180 days to appoint a new road commissioner. The 180-day time limit is contingent on the condition that there be a qualified acting road commissioner functioning during the interim period appointed by the board of supervisors. ([S&H Code section 2006](#))

In May of each year, each county must submit to Caltrans any additions or exclusions from its mileage of maintained county highways, specifying mileage of each route added or excluded from its county-maintained roads. ([S&H Code section 2121](#))

Records

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Source Documentation – On construction or purchase of right-of-way, all expenditures charged to the Special Gas Tax Street Improvement Fund or Road Fund must be supported by a warrant or other source document clearly showing that the payment for the expenditure was made and the source document (e.g. invoice, requisition, time sheet, equipment rental charge, engineering plans, specifications) clearly identifies the project to establish a readily discernible audit trail.

Record Retention – The SCO recommends retention of all documentation related to gas tax expenditures (electronic or hard copy) until audited and cleared without exception by the SCO.

INFORMAL DETERMINATION**700****General Information****710**

The law does not provide for prior review of projects or proposed expenditures. The SCO's audit function relates only to a review of expenditures after the fact. However, the SCO will provide an informal determination as to whether a particular expenditure is within the guidelines. This does not constitute a final determination, but would point out whether or not a question of legality or authorized purpose exists. The initial determination still rests with the jurisdiction.

For Gas Tax program general information contact:

State Controller's Office
Division of Audits
Gas Tax Program
Email: AUDStreetsRoads@sco.ca.gov

To request an informal determination, submit a written request to:

Betty T. Yee
Controller of the State of California
Division of Audits
Gas Tax Program
Post Office Box 942850
Sacramento, California 94250

APPENDIX: ROAD MAINTENANCE AND REHABILITATION PROGRAM¹

Program Overview:

The Road Maintenance and Rehabilitation Program (RMRP) was created to address deferred maintenance on the state highway system and the local street and road system. Program funds relating to Local Streets and Roads (LSR) will be apportioned by formula to eligible cities and counties pursuant to [S&H Code section 2032\(h\)](#) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Cities and counties receiving RMRP funds must comply with all relevant federal and state laws, regulations, policies, and procedures. Expenditure authority for RMRP funding is governed by [Article XIX of the California Constitution](#); [Revenue and Taxation Code, Division 2, Part 5, Chapter 6, section 11051](#); and [S&H Code section 2030 \(b\)](#). Program requirements include S&H Code sections [2034](#), [2036](#), [2037](#), and [2038](#).

The California Transportation Commission (CTC) has project reporting requirements for the RMRP-LSR funds and has developed an [Annual Reporting Guidelines](#) for this purpose.

Allowable Expenditures:

Funds made available by the program shall be used for projects that include but are not limited to:

- Road maintenance and rehabilitation.
- Safety projects.
- Railroad grade separations.
- “[Complete street](#)” components²
- Traffic control devices

Maintenance-Of-Effort Requirements

Cities and counties are expected to maintain local funding for local road repair projects at pre-RMRP levels ([S&H Code section 2036](#)). The expected level of funding - Maintenance of Effort (MOE) will be calculated using a city or county’s average discretionary expenditures for the fiscal year (FY) 2009-10, FY 2010-11, and FY 2011-12, as reported in the Annual Street Report³ ([S&H Code section 2151](#)).

- The SCO will oversee the MOE calculations and may request additional fiscal data for the base years and may withhold payment to cities and counties that do not comply with such requests within 120 days.
- The calculations of a city or county’s annual general fund expenditures and of its MOE may include any unrestricted, discretionary funds expended for street, road, and/or highway purposes (including vehicle in-lieu tax revenues and revenues from fines and forfeitures as general fund expenditures).
- One-time allocations expended for street and highway purposes but unavailable on an ongoing basis may not be considered when calculating a city’s or county’s annual general fund expenditures (including revenue provided under the Teeter Plan Bond Law of 1994).
- The SCO has the authority to perform audits to ensure MOE compliance. Non-compliant cities/counties shall reimburse the state for the funds they received during that fiscal year. Funds withheld or returned as a result of noncompliance shall be reapportioned to the other counties and cities whose expenditures are in compliance.

¹Created by the *Road Repair and Accountability Act of 2017*

² *Complete street* components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project

³ The MOE for a city incorporated after July 1, 2009 will be based on the periods: July 1, 2009 through December 31, 2015.

- If the expenditures of a city or county fall short of the MOE requirement in a particular fiscal year, the city or county may make up for the shortage in the following year with expenditures equaling or exceeding the total amount required to be expended for the two fiscal years.

Questions Related to RMRP Expenditures

The following information is intended to provide guidance on specific questions relating to the RMRP-LSR funding. The list is not all-inclusive, but covers the most frequently asked questions about the RMRP. To obtain additional information, contact the SCO, Division of Audits, Local Government Bureau by email at AUDrmr@sco.ca.gov.

<u>Subject – Use of Funds</u>	<u>Determination</u>
Can a city or county spend its RMRP-LSR fund apportionments prior to receiving the funds? Can a city or county incur expenditures for eligible projects using other funds and reimburse these other funds once it begins to receive its RMRP-LSR funding?	Yes. Cities and counties can use their apportionments received under S&H Code section 2032(h)(2) to reimburse the allowable expenditures incurred within the fiscal year of apportionment. (S&H Code section 2034(c))
Can a city or county issue bonds for RMRP funded projects and use RMRP-LSR funds for debt service payments?	Article XIX Section 6(b) of the California Constitution allows “[u]p to 25 percent of the revenues allocated to any city or county” from revenues imposed by the State on motor vehicles to be used “for the payment of principal and interest on voter-approved bonds issued by that city or county” for purposes specified in Article XIX section 2 of the California Constitution.
Can a city or county use the RMRP-LSR funds for the costs of utility relocations?	Utility relocations are generally <u>not</u> allowable unless there is a legal street or road obligation to do so.
Can the RMRP-LSR funds be expended on phases of a project including planning and engineering?	Yes. RMRP-LSR funds can be expended on all phases of eligible projects that are street-related or road-related.
Can a city or county use RMRP-LSR funds to pay street or road crew salaries for major maintenance programs and for purchasing materials?	Yes. A city or county can use RMRP-LSR funds to reimburse the costs of work performed by its own employees on street-related or road-related projects that are otherwise RMRP-eligible and in compliance with applicable state laws and regulations.
Can a city or county use RMRP-LSR funds for bridges and culverts?	Yes. Cities and counties may use RMRP-LSR funds for eligible maintenance and rehabilitation projects provided that the bridges and culverts are street-related or road-related.
Can agencies pool resources by developing Memoranda of Understanding to share RMRP-LSR funds locally in order to implement projects sooner?	No. The S&H Code does not allow agencies to pool resources with funds apportioned under S&H Code section 2032(h)(2).
Will the city or county need to submit invoices for reimbursement in order to receive the RMRP-LSR fund apportionment?	No. Cities and counties need not submit invoices in order to receive the RMRP-LSR fund apportionment. However, the city or county should retain sufficient supporting documentation for all expenditures and retain such documentation consistent with the record-retention requirements applicable to its jurisdiction.
Can a city or county carry over allocations to future years?	Yes. A city or county can carry over unexpended RMRP-LSR funds apportioned under S&H Code section 2032(h)(2) to subsequent fiscal years.

If a city or county accounts for the RMRP-LSR funds in its Gas Tax Fund or Road Fund, can the city or county simply allocate all interest to the fund itself and not allocate it to each individual funding source?

Yes. A city or county can allocate RMRP-LSR interest earned at the fund level (Gas Tax Fund or Road Fund).

Subject – Maintenance of Effort

Where can a city or county view the existing state records that show expenditures that the city or county reported for fiscal year (FY) 2009-10, FY 2010-11, and FY 2011-12?

Can a city or county amend the annual street or road reports filed for FY 2009-10, FY 2010-11, and/or FY 2011-12?

Will the SCO provide a mechanism for a city or county to request an adjustment to the maintenance-of-effort (MOE) requirement?

Will the SCO consider economic hardship and grant a city or county additional time to meet its RMRP MOE requirement, or allow a city or county to expand the number of fiscal years it uses from three years to five years when calculating the MOE amount?

If a city or county has an existing MOE requirement for another program, can the General Fund expenditures used to satisfy the existing MOE requirement also be used to satisfy the RMRP MOE requirement?

Can a city or county use RMRP fund expenditures to satisfy the RMRP MOE requirements?

Determination

A city or county can view the SCO-compiled Annual Streets and Roads reports at http://sco.ca.gov/ard_locrep_streets.html.

No. The SCO does not accept amendments to annual reports that a city or county has filed once the deadline for the report has passed. Specifically, S&H Code Section 2151 requires cities and counties to file an annual report of expenditures for street or road purposes with the SCO on or before October 1 of each year. The deadlines for the annual reports filed for FY 2009-10, FY 2010-11, FY 2011-12, were October 1, 2010, October 1, 2011, and October 1, 2012, respectively. Therefore, no amendments to these reports will be accepted.

Yes. At the end of August 2017, the SCO sent each city and county a MOE Calculation Summary Sheet that must be completed and returned to the SCO by October 17, 2017. The MOE Calculation Summary Sheet shows the average general (discretionary) fund expenditure for FY 2009-10, FY 2010-11, and FY 2011-12 based on expenditures reported by the city or county in its streets or roads reports for those fiscal years. The city or county can either accept the MOE as calculated or request specific adjustments.

The SCO may deny or approve requested adjustments after a review of the adjustments.

If your city or county has not received the SCO's MOE calculation letter, please contact the SCO by email at AUDmr@sco.ca.gov.

No. The S&H Code section 2036 establishes the RMRP MOE requirements; and does not provide for economic hardship considerations to allow additional time to meet its MOE, other than as stated in S&H Code section 2036(f), or to expand the number of fiscal years for MOE calculation.

Yes. The General Fund expenditures that satisfy the MOE requirement for another program can also be used to satisfy RMRP MOE requirements.

No. RMRP funds are not considered discretionary funds, and therefore cannot be used to satisfy the S&H Code section 2036 MOE requirements.

A city or county reported General Fund street-related engineering costs in its FY 2009-10, FY 2010-11, and FY 2011-12 annual streets/roads report. Can the city or county have these costs removed from the average General Fund expenditures for these fiscal years or, alternatively, can the city or county include these costs in its annual General Fund expenditures to satisfy the MOE requirement?

What revenues qualify as “one-time allocations” that will not be considered when calculating a city’s or county’s annual General Fund expenditures?

Will the calculation of the MOE requirement (the average General Fund expenditure for FY 2009-10, FY 2010-11, and FY 2011-12) be updated in the future using amounts from more recent fiscal years?

Can a city or county include non-General Fund money to satisfy its annual MOE requirement?

S&H Code section 2037 states that a city or county may spend its apportionment of funds under the program on transportation priorities other than those allowable pursuant to this chapter if the city’s or county’s average Pavement Condition Index meets or exceeds 80. Does this impact a city’s or county’s MOE requirement?

A city currently receives Measure M2 Local Fair Share funds from the Orange County Transportation Authority and uses these funds for street-related expenditures. These fund expenditures are reported as “Other Discretionary” in its annual street report. Can the city use these expenditures to satisfy its MOE annual requirement?

All General Fund street-related or road-related costs should be included in a city’s average General Fund expenditures for FY 2009-10, FY 2010-11, and FY 2011-12. These costs, if still incurred, satisfy the MOE requirement.

S&H Code section 2036(b) describes one-time allocations as funds that may not be available on an ongoing basis. If a city or county believes that one-time allocations have been included in its average General Fund expenditures for FY 2009-10, FY 2010-11, and FY 2011-12, it can request an adjustment to remove these allocations.

No. The MOE requirement will be calculated once and will not be updated.

Yes. Any unrestricted funds that the city or county may expend at its discretion may be included to satisfy its annual MOE requirement. The funds do not have to be from the General Fund.

No. This section does not impact the MOE requirement.

Yes. If these funds are discretionary, the city can use the expenditures to satisfy its annual MOE requirement.

Subject – Fund Apportionment

How can a city or county obtain or view its apportionment of RMRP-LSR funds?

If a city or county does not submit a project list to the CTC by October 16, 2017, what happens to the funds that were apportioned to that city or county in the corresponding fiscal year?

Determination

Monthly apportionments, once made to cities and counties, may be viewed at http://www.sco.ca.gov/ard_local_apportionments.html.

Pursuant to S&H Code section 2034(a)(1 and 2), the CTC will submit to the SCO an initial report of eligible cities and counties. The SCO will apportion available RMRP funds to eligible cities and counties included in the initial report. If a city or county is not included in the CTC initial report, the SCO will retain for 90 days, the monthly share of funds that would otherwise be apportioned and distributed to that city or county. If the SCO receives a subsequent report from the CTC within 90 days of receiving the initial report, that a city or county has become eligible to receive an apportionment, the SCO shall apportion the funds retained to that city or county. Any RMRP funds retained by the SCO for a city or county that still remains ineligible after 90 days from the initial report to the SCO by the CTC, will be reapportioned to all other eligible cities and counties.

ARTICLE 2

SPECIAL PARKING REVENUE FUND

Section

5.117 Use of Money Deposited in Parking Meters and Revenue from Public Off-street Parking Facilities.

5.118 "Incidental Expenses" - Defined.

5.119 Advances from Special Parking Revenue Fund.

Sec. 5.117. Use of Money Deposited in Parking Meters and Revenue from Public Off-Street Parking Facilities.

All money collected from parking meters and revenue from public off-street parking facilities of the City of Los Angeles, administered by the Department of Transportation or under its direction, shall be placed in a separate fund which shall be a special fund to be known as the "**Special Parking Revenue Fund**", which fund is hereby created and which fund together with all interest accruing thereon shall be devoted exclusively to the following purposes:

1. For the purchasing, leasing, installing, repairing, maintaining, operating, removing, regulating and policing of parking meters and parking meter spaces in the City of Los Angeles, for the collection of the receipts therefrom and for the payment of any and all expenses relating or incidental thereto. For purposes of this section, the policing of parking meters shall not include the routine and customary issuance of parking citations.

2. For the purchasing, leasing, acquiring, designing, constructing, improving, operating and maintaining of off-street parking facilities in the City of Los Angeles for the provision of parking for the public and for City employees; consistent with the purpose of the regulation of traffic and the prevention of congestion of the city streets, it is the intention of the City that off-street parking facilities be acquired or constructed within or in close proximity to the business district which parking meter zones are established, and paid for from the receipts of the off-street parking facilities and the parking meters installed on streets within or in proximity to said business districts; provided, that notwithstanding such intent, the City may pledge any and all funds in the Special Parking Revenue Fund to fund the acquisition, design, construction, operation and maintenance of a particular off-street parking facility within a parking meter zone anywhere in the City.

3. For the painting and marking of streets and curbs required for the parking of motor vehicles within parking meter zones.

4. For the repayment of any money borrowed from any other fund, or any money which has been advanced or which may be advanced by the City Council from any other fund with the intent that reimbursement be made from the Special Parking Revenue Fund.

5. For the payments of principal, interest, redemption premiums, prepayments, reserve fund replenishments, and certificate payments on any bonds, notes, other evidences of indebtedness, and certificates of participation (collectively, Financings) issued or incurred for the purposes specified in this Article and for the purpose of paying any related financing costs, including, but not limited to, bond insurance, credit enhancement, and costs of issuance. While any Financings are outstanding, first consideration for the use of money in the Special Parking Revenue Fund shall be given to the payments for the Financings, and second consideration to payments of the costs of operations and maintenance.

6. After paying, or setting aside cash for the payments of, the: (a) Financings as provided in subsection 5.; (b) costs of operations and maintenance and costs of activities in the preceding subsections 1. through 4., including the funding required for a 5-year Parking Operations and Maintenance Plan, proposed and updated annually or more often by the Department of Transportation and approved by Council, that includes the necessary maintenance, upgrades, technology and repairs of parking structures, meters, and related assets; and (c) establishment and replenishment of a contingency account for the Special Parking Revenue Fund, any residual money in the Special Parking Revenue Fund may be determined by the Council to be surplus funds for the fiscal year, beginning with Fiscal Year 2007-08, and at the direction of the Council may be transferred immediately to the Reserve Fund for any general governmental purposes. The Council shall make a determination of a surplus, if any, no later than the end of the third quarter of the subsequent fiscal year.

Notwithstanding any other provision of this section to the contrary, all fees paid to the City by City employees for parking privileges at off-street parking facilities shall be deposited in the City Employees Ridesharing Fund, as established by section 5.344 of this Code.*

* **Note:** This paragraph, added by Ord. No. 174,054 in 2001, was inadvertently removed from this section when the Administrative Code was republished in 2002.

SECTION HISTORY

Based on Municipal Code, Secs. 88.09 and 88.59.

Added by Ord. No. 143,157, Eff. 5-4-72.

Amended by: New Para. 5 added, former Para. 5 number changed to Para. 6, Ord. No. 148,168, Eff. 5-3-76; Para. 5, Ord. No. 149,963, Eff. 8-20-77; First Para., Ord. No. 165,007, Eff. 8-5-89. Renumbers Subsec. 6 as 8 and Subsecs. 6. and 7. added, Ord. No. 168,235, Eff. 10-16-92; Item 9 added, Ord. No. 170,606, Eff. 8-17-95; Para. 2 amended, Para. 10 added, Ord. No. 172,281, Eff. 12-14-98; In Entirety, Ord. No. 172,695, Eff. 8-9-99, Oper. 7-1-00; Para. 2, amended, Last Unnumbered Para. added, Ord. No. 174,054, Eff. 8-6-01; Subsec. 6. added, Ord. No. 176,072, Eff. 8-10-04; First Unnumbered Para. and Subsec. 5. amended, Subsec. 7 added, Ord. No. 180,460, Eff. 2-8-09; Subsec. 7 amended, Ord. No. 180,723, Eff. 7-13-09, Oper. 6-30-09; Subsec. 7 amended, Ord. No. 181,337, Eff. 11-12-10; Subsec. 7 amended, Ord. No. 182,145, Eff. 7-12-12; Subsec. 6 deleted and former Subsec. 7 amended and renumbered as Subsec. 6, Ord. No. 182,251, Eff. 10-23-12.

Sec. 5.118. "Incidental Expenses" - Defined.

"Incidental Expenses," as referred to in Section 5.117 include, but are not limited to:

(a) Preliminary investigation, study, planning and mapping of proposed prospective off-street parking areas and contemplated vehicle parking districts, as described in the Streets and Highways Code of the State of California, hereinafter referred to as **"Parking Districts"**;

(b) Compensation for architects, engineers, drafter, attorneys, financial consultants and other persons supplying services necessary or convenient for the aforesaid preliminary investigation or for the preparation of documents and petitions in connection with Parking Districts;

(c) The cost of title searching, description writing, appraisal fees, partial reconveyance fees, surveys and sketches incident to securing properties or easements for properties or rights of way in connection with public parking.

SECTION HISTORY

Based on Municipal Code, Sec. 88.09.1.

Added by Ord. No. 143,157, Eff. 5-4-72. (Formerly Sec. 5.118 in Art. 3.)

Sec. 5.119. Advances From Special Parking Revenue Fund.

Monies may be advanced from the Special Parking Revenue Fund for the purposes described in Section 5.117 of this Code including incidental expenses, as defined in Section 5.118, upon or by order of the City Council upon such conditions as said Council may impose, provided, however, that in the absence of Council order to the contrary, monies as advanced shall be returned to the Special Parking Revenue Fund from any monies realized from the payment of assessments, sale of bonds or from any other means of financing the acquisitions and improvement of off-street parking facilities in connection with the vehicle parking districts formed pursuant to the provisions of the Streets and Highways Code of the State of California.

SECTION HISTORY

Based on Municipal Code, Sec. 88.09.2.

Added by Ord. No. 143,157, Eff. 5-4-72. (Formerly Sec. 5.119 in Art. 3, with changes.)

EXHIBIT M**Required Insurance and Minimum Limits**Name: Destination CrenshawDate: 10/29/2024Agreement/Reference: City of LA Funding - Public right of Way Agreement

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

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)WC Statutory

EL _____

☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act**General Liability**☐ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)**Professional Liability** (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____**Pollution Liability**☐ _____☒ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime InsuranceOther: Sent to DavidHirano @ CAO

*To comply with Insurance & Bond requirements, contractor's broker/agent MUST submit their evidence of insurance and/or bonds on the City's designated site for insurance and bond compliance and tracking:

KwikComply (<https://kwikcomply.org/>).

1) CITY CLERK FOR PLACEMENT ON NEXT
 MOTION REGULAR COUNCIL AGENDA TO BE POSTED

#52

On November 25, 2019, the City entered into a contract (C-134516) with the nonprofit Destination Crenshaw to design and construct the Destination Crenshaw Project (Project). The FY 2023-24 Adopted Budget provides an additional \$13 million for the project, which must be reflected in the existing contract to allow payment of the funds.

I THEREFORE MOVE that the Council APPROVE the attached Fourth Amendment to Contract No. C-134516 between the City of Los Angeles and the Destination Crenshaw nonprofit, as substantially presented, to increase the contract ceiling amount by \$13,000,000 for an amended total amount of \$46,807,000 and replace the payment schedule of the contract with the revised Exhibit F - Project Budget and Payment Schedule.

I FURTHER MOVE that the Council, subject to approval of the Mayor, establish a new capital project entitled "Destination Crenshaw," and within Capital Improvement Expenditure Program Fund No. 100-54 AUTHORIZE the appropriation of \$13,000,000 to a new account entitled "Destination Crenshaw" from the following sources of funds for payments associated with Contract No. C-134516:

- a. \$5,997,979 transfer from Capital Improvement Expenditure Program Fund No. 100-54, Sankofa Park Account No. 00Y954;
- b. \$3,714,776 transfer from Capital Improvement Expenditure Program Fund No. 100-54, K-Line Pedestrian Linkage Account No. 00Y971;
- c. \$1,639,147 transfer from General City Purposes Fund No. 100-56, Council Community Projects Account No. 000903 (Destination Crenshaw, CD 8);
- d. \$477,314 in reimbursement transfers from Cultural Affairs Department Fund No. 100-30, Crenshaw Arts District Account No. 009878 (Source Fund No. 480), as approved by the Cultural Affairs Department upon receipt and review of project invoices;
- e. \$1,170,784 in reimbursement transfers from the Park and Recreational Sites and Facilities Fund No. 209, Various Recreation and Parks Facilities Account No. 88Y210 (CD 8 Trees and Green Space Restoration Project), as approved by Recreation and Parks upon receipt and review of project invoices; and

I FURTHER MOVE that the City Administrative Officer be authorized to make any technical corrections or clarifications to the above fund transfer instructions in order to effectuate the intent of this Motion, including any corrections and changes to fund or account numbers.

PRESENTED BY:

MARQUEECE HARRIS-DAWSON
 Councilmember, 8th District

SECONDED BY:

Heath Gold

MPZ
 AUG 30 2023

ORIGINAL

**FOURTH AMENDMENT TO CONTRACT C-134516
BETWEEN
CITY OF LOS ANGELES
AND
DESTINATION CRENSHAW**

This Fourth Amendment to Contract Number C-134516 ("Agreement") between the City of Los Angeles, a municipal corporation ("City"), acting through its Department of Public Works, Bureau of Engineering ("BOE") and Destination Crenshaw, a 501 (c)3 non-profit agency ("Consultant"), collectively referred to as "Parties" or individually as "Party", is entered into with reference to the following:

WHEREAS, the Parties entered into Agreement C-134516 on November 25, 2019, whereby the Consultant agreed to receive public funding to construct Destination Crenshaw projects;

WHEREAS, the construction cost for materials and labor has increased since the 2018 construction estimate. According to the Associated General Contractors of America, between January 2020 to July 2021, prices of all materials and services for new construction performed by contractors has gone up 26.3% on a national average (AGC, August 2021), and 13% in California (California Department of General Services, 2022). The California Department of General Services also reported that new construction costs in California went up 15.22% from June 2021 to June 2022;

WHEREAS, the construction cost of Sankofa Park has increased approximately \$17M after Consultant was able to solidify the full scope of the project following completion of design and with material costs increases and other cost increases associated with storm drain relocation; and

WHEREAS, the Fiscal Year 2023-24 Adopted Budget by the City provides for additional funding for the project, which must be reflected in the existing contract to allow for payment of these funds in the start of the Fiscal Year.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Contract No. C-134516 is attached hereto as Exhibit 1 and incorporated herein by reference. The terms and conditions of Contract No. C-134516, and as has been subsequently amended including First Amendment, Supplemental Agreement, and the Third Amendment to Contract C-134516 effective on or about May 23, 2023, shall be the terms and conditions of this Amendment, except as expressly modified herein.

2. Section 103 Contract Administration and Representatives of the Parties

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

3. Section 106 of Contract No. C-134516 is hereby amended to read substantially as follows:

§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, parks and parklets, improved facades for historic businesses, more than 800 new tree plantings, additional landscape and streetscape improvements, and hundreds of locations for commissioned artwork.

- LACMTA Funding (\$14,500,000): 100% cost to complete construction of Sankofa Park per the 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; and,
- 2019 State Funding (\$10,000,000): 100% installation of 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; and,
- 2019 City Funding (\$1,500,000): Design fees; and,
- 2022 State Funding (\$6,500,000): Construction management, installation of public art commissions and exhibition and digital media (wayfinding signage/digital); and,
- 2022 City Funding (\$1,000,000): Artwork installation; and,
- 2023 City Funding- ARRA (\$307,000): Design and construction of the parking lot (excluding the bioswale and bioretention systems in the public parking lot at 54th and Crenshaw Boulevard; and,
- 2023 City Funding (\$13,000,000): Supplemental funding for Sankofa park and/or the 1.3 miles of street improvements and pocket parks

4. Section 107 – Compensation, of the Agreement is hereby amended to add the following additional funding:

§107 Compensation

The total compensation for this Agreement shall not exceed \$46,807,000 for the scope of the Project and all other work described in the Agreement. 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 and all work described in this Agreement for the City's review and approval. The Consultant will be compensated based on the Payment Schedule, attached hereto as Exhibit F and Exhibit J.

1. 2019 State (\$10,000,000) – 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 as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures;
2. 2019 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) – 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.
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 Approved Cost Estimate Attachment 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. 2023 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 54th and Crenshaw Boulevard as set forth by this Amendment 3.
7. 2023 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. The City shall authorize the expenditure of an amount not to exceed \$46,807,000 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.
9. The City's liability under this Agreement shall only be to the extent of the present City appropriation to fund the contract.
10. 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.
11. 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 Fourth

Amendment. To the extent that said services were performed in accordance with the terms and conditions of this Fourth Amendment, those services are hereby ratified, with payments due, if any, following the effective date of this Fourth Amendment.

12. Except as otherwise amendment herein, all other provisions of the Agreement, as previously amended, remain the same.

13. Exhibit F - PAYMENT SCHEDULE of the Agreement will serve as the Payment Schedule for Advanced Payments 1 through 4.

14. Exhibit J - PAYMENT SCHEDULE of the Agreement is attached hereto and incorporated into this Amendment 4 to serve as the Payment Schedule for Advanced Payments 5 and beyond.

15. Exhibit K - Revised 2022 State Grant Allowable Cost Revision of the Agreement is hereby attached hereto and incorporated into this Amendment 4

[Signature page follows]

DRAFT

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

THE CITY OF LOS ANGELES

By: _____

Ted Allen, P.E.
City Engineer

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO,
City Attorney

DESTINATION CRENSHAW

By* _____

By: _____

Adena Hopenstand
Deputy City Attorney

Title: _____

Date: _____

Date: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

NOTE: If Consultant is a corporation, two signatures are required.

By: _____

Date: _____

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

City Agreement Number: _____

Council File Number: _____

Contract No. C-134516-Amendment 4
Attachment
Revised Exhibit F (August 26, 2023)

[illegible][illegible]

Exhibit J- Payment Schedule for Advanced Payments 5 and Retention Payment Upon Completion (August 23, 2023)

[illegible]

Abstract

* FUTURE PAYMENTS	
December 2019	\$ 3,680,000
April 2021	\$ 1,827,888
September 2021	\$ 2,724,640
Total Payments:	\$ 8,232,528

Minor Amendment to move \$2,500,000 in funds from line items "CONCRETE" & "WEATHERED STEEL" to increase the amount to \$2,628,419 for "GENERAL CONDITIONS" and \$798,282 for "EXHIBITION & DIGITAL MEDIA". All items are located in the Construction Section and there are no changes to the project scope. Approved by Ron Benny 5/5/2023

Exhibit A-1: Cost Estimate
Project Name: Destination Crenshaw
Grantee: City of Los Angeles

Grant No. GF2156-0

PROJECT ELEMENT	Total Amount	General Fund Grant	Funding Source (LA City)	Funding Source (Destination Crenshaw)
1. NON-CONSTRUCTION COST				
Administration & Development	\$11,711,764	\$104,588	\$1,018,375	\$10,588,801
Community Engagement & Communications	\$5,461,748	\$91,000	\$1,300,000	\$4,070,748
Park Maintenance	\$3,750,000	\$0	\$0	\$3,750,000
Sub Total Non-Construction	\$20,923,512	\$195,588	\$2,318,375	\$18,409,549
CONSTRUCTION COST				
2. SANKOFA PARK CONSTRUCTION				
Site demolition	\$160,000	\$0	\$0	\$160,000
Site work	\$796,448	\$0	\$0	\$796,448
Erosion control	\$54,362	\$0	\$0	\$54,362
Construction fence	\$38,442	\$0	\$0	\$38,442
Concrete (site)	\$1,468,707	\$0	\$0	\$1,468,707
Concrete (structural)	\$2,400,300	\$0	\$0	\$2,400,300
Reinforcing steel	\$740,408	\$0	\$0	\$740,408
Weathered steel	\$3,431,028	\$0	\$0	\$3,431,028
Shade structures allowance	\$454,000	\$0	\$0	\$454,000
Lighting	\$2,224,170	\$0	\$0	\$2,224,170
Waterproofing	\$200,000	\$0	\$0	\$200,000
Plumbing	\$184,400	\$0	\$0	\$184,400
Paving	\$79,250	\$0	\$0	\$79,250
Landscape/irrigation	\$587,050	\$0	\$0	\$587,050
Security	\$45,000	\$0	\$0	\$45,000
Painting/finishes	\$15,651	\$0	\$0	\$15,651
Site furnishing - bench top	\$50,000	\$0	\$0	\$50,000
General requirements (survey, Covid safety, etc)	\$401,364	\$0	\$0	\$401,364
Subcontractor default insurance	\$202,246	\$0	\$0	\$202,246
Traffic control	\$211,917	\$0	\$0	\$211,917
Material escalation	\$149,812	\$0	\$0	\$149,812
School traffic assistance	\$429,933	\$0	\$0	\$429,933
Preconstruction for future phases	\$90,000	\$0	\$0	\$90,000
Workforce development	\$274,000	\$0	\$0	\$274,000
Photography	\$4,489	\$0	\$0	\$4,489
Artwork infrastructure	\$175,000	\$0	\$0	\$175,000
Parking per union agreement	\$144,000	\$0	\$0	\$144,000
Pavers	\$925,100	\$0	\$0	\$925,100
Permanent fiber relocation	\$200,000	\$0	\$0	\$200,000
Schedule acceleration	\$200,000	\$0	\$0	\$200,000
Storm drain removal	\$50,000	\$0	\$0	\$50,000
Contractor contingency - 2%	\$334,430	\$0	\$0	\$334,430
General conditions (Construction Management)	\$2,628,419	\$2,628,419	\$0	\$0
Bonds & insurance	\$408,137	\$0	\$0	\$408,137
Contractor's 5% fee	\$987,903	\$0	\$0	\$987,903
Sub Total Sankofa Park Construction	\$20,745,966	\$2,628,419	\$0	\$18,117,547
3. OTHER CONSTRUCTION				
Public Art Commissions	\$14,179,566	\$2,877,711	\$1,569,175	\$9,732,680
Design & Engineering	\$5,826,676	\$0	\$3,444,390	\$2,382,286
Land Acquisition & Entitlements	\$500,000	\$0	\$0	\$500,000
Exhibition & Digital Media (Wayfinding Signage / Digital)	\$9,252,568	\$798,282	\$0	\$8,454,286
Sub Total Other Construction	\$29,758,810	\$3,675,993	\$5,013,565	\$21,069,252
Total Construction	\$50,504,776	\$6,304,412	\$5,013,565	\$39,186,799
Contingency (not to exceed 10% of grant)	\$2,074,597	\$0	\$0	\$2,074,597
Grand Total	\$73,502,885	\$6,500,000	\$7,331,940	\$59,670,945

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.

**Overhead costs are allowable and generally limited to 15% of total direct costs of the grant. In -service payroll may not include a "billable rate" or administrative cost allocation.



JOURNAL

BOARD OF PUBLIC WORKS

DECEMBER 08, 2023
10:00 AM

Edward R. Roybal BPW Session Room
Room 350 City Hall
200 North Spring Street
Los Angeles, California 90012

Members: Aura Garcia, President
M. Teresa Villegas, Vice President
Dr. Michael R. Davis, President, Pro-Tem
Vahid Khorsand
Susana Reyes

(Dr. Fernando Campos, Executive Officer 213-978-0261)

Agendas, minutes, and other board meeting related documents are available online at the BPW website at <http://bpw.lacity.org> or via link below.

Click [here](#) for the entire agenda packet / documents

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities. Assistive listening devices are available at the meeting; upon advance notice, other accommodations, such as sign language interpretation, and translation services can be provided. Contact the Executive Officer's office at 213-978-0262. TDD available at 213-978-2310.

INTERPRETATION AND TRANSLATION REQUESTS

Language translation and interpretation may be provided upon requests. To ensure availability, requests need to be submitted to the BPW Secretariat Office at least three working days before the meeting by dialing (213) 978-0262 or emailing: bpw-ram@lacity.org. La traducción del lenguaje puede ser proporcionada bajo solicitud. Para asegurar la disponibilidad, la solicitud puede ser sometida al BPW Oficina del Secretario por lo menos tres días laborables antes del día de sesión llamada al (213) 978-0262 o enviando un correo electrónico a: bpw-ram@lacity.org.

Written material supporting agenda items can be reviewed prior to each Board meeting at the public counter, 200 North Spring Street Room 355, between the hours of 8:00 a.m. and 4:00 p.m.

PUBLIC INPUT AT BOARD MEETINGS:

An opportunity for the public to address the Board on public interest items will be provided for up to two (2) minutes per person for a cumulative total of twenty (20) minutes. Testimony shall be limited in content to matters which are within the subject matter jurisdiction of the Board. The Board may not take any action on matters discussed during the Public Comment period.

The Board will also provide an opportunity for the public to address the Board on agenda items before or during consideration of the item for up to two (2) minutes per person for a cumulative total of up to ten (10) minutes.

In conformity with the Governor's Executive Order N-29-20 (March 17, 2020) and due to concerns over COVID-19, the Board meeting will be conducted entirely telephonically.

Members of the public who wish to offer public comment to the Board should submit written comments via Google form at <https://bit.ly/DPWCommentForm> or call 1 669 254 5252 and use Meeting ID No. 161 637 1032. Press # again when prompted for participant ID.

Please click the link below to join the webinar:

<https://www.zoomgov.com/j/1616371032>

VOTING AND DISPOSITION OF ITEMS

Items require a majority vote of the entire membership of the Board (3 votes) for approval.

Any member of the Board may move to "reconsider" any vote on any item on the agenda, except to adjourn, suspend the Rules, or where an intervening event has deprived the Board of jurisdiction, providing that said member originally voted on the prevailing side of the item. The motion to "reconsider" shall only be in order once during the meeting, and

once during the next regular meeting. The member requesting reconsideration shall identify for all members present the Agenda number, meeting date and subject matter previously voted upon. A motion to reconsider is not debatable and shall require an affirmative vote of three members of the Board.

The Board rules provide that all items adopted by the Board will not be distributed or presented to the Mayor, or other designated office, until the adjournment of the regular Board meeting following the date of the Board action. A motion to send an item "forthwith", if adopted by three (3) votes, suspends these rules and requires the Board Secretariat to forward the matter to the Mayor, or other office, without delay.

NOTICE TO PAID REPRESENTATIVES:

If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code 48.01 et seq. More information is available at ethics.lacity.org/lobbying. For assistance, please contact the Ethics Commission at (213) 978-1960 or ethics.commission@lacity.org.

CALL TO ORDER

ESTABLISH QUORUM

GENERAL PUBLIC COMMENTS

Board will hear public testimony on non-agenda items under the Board's jurisdiction.

DISPOSITION: RECEIVED PUBLIC COMMENTARY

NEIGHBORHOOD COUNCIL COMMENTS

Discussion with Neighborhood Council representatives on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Public Works (LAAC 22.819, Ordinance 184243).

DISPOSITION: NO COMMENTARY

APPROVAL OF MINUTES

WEDNESDAY, NOVEMBER 22, 2023

**APPROVED – MOVED BY COMMISSIONER GARCIA, SECONDED
BY COMMISSIONER DAVIS**

DISPOSITION: APPROVED (ALL AYES)

PRESENTATION

AGENDA ITEM(S)

BUREAU OF SANITATION

(1)

BPW-2023-0707
CD ALL

**COST SHARING AGREEMENT AMENDMENT – SOUTHERN CALIFORNIA
STORMWATER MONITORING COALITION FY 2019-24 COST-SHARING AGREEMENT**

Recommending the Board:

1. APPROVE the request for funding ceiling limit increase of \$22,000 for participating in the Southern California Stormwater Monitoring Coalition Fiscal Year 2019-24 Cost-Sharing Agreement; and
2. NOTIFY the Bureau of Sanitation, Watershed Protection Division, when the ceiling increase is approved.

(MA-080-19010685)

DISPOSITION: REPORT ADOPTED, FORTHWITH

**MOVED: Susana Reyes
SECONDED: Michael Davis**

**AYES: Garcia, Davis, Khorsand, Reyes 4; NAYS: NONE 0; ABSENT:
Villegas 1;**

JOINT REPORT(S)

(2)

BPW-2023-0711
BOE + BCA

CD 8

**CONTRACT AMENDED AND RESTATED AGREEMENT – DESTINATION CRENSHAW
– DESTINATION CRENSHAW OUTDOOR MUSEUM PROJECT**

Recommending the Board:

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

1. APPROVE the Contract Amended and Restated Agreement between the City of Los Angeles and Destination Crenshaw;
2. AUTHORIZE the President or two members of the Board to execute the Amended and Restated Agreement; and
3. AUTHORIZE the City Engineer, or designee, to make any technical or accounting changes as necessary to effectuate the intent of this Amended and Restated Agreement.

(W.O. E1908269, C-134516)

DISPOSITION: REPORT ADOPTED – * AS AMENDED, REFERRED TO MAYOR, FORTHWITH+

MOVED: Michael Davis

SECONDED: Vahid Khorsand

AYES: Garcia, Davis, Khorsand, Reyes 4; NAYS: NONE 0; ABSENT: Villegas 1;

2. AUTHORIZE the City Engineer, or designee, to make any technical*~~or~~ accounting changes as necessary to effectuate the intent of this Amended and Restated Agreement.

***4. AUTHORIZE the City Engineer, or designee, to make accounting changes, subject to concurrence by the Executive Officer or Director of accounting, as necessary to effectuate the intent of this Amended and Restated Agreement.**

COMMUNICATIONS

(3)

BPW-2023-0708

STOP NOTICE – CMB STRUCTURES INC.

CMB Structures Inc., is transmitting a Stop Notice in the amount of \$31,150, for storm drain structures for Mladen Buntich Construction Co. Inc. in connection with the Emergency Sewer and Storm Drain 2022-2027 Project.

(C-141945, Communication No. 122613 – Filed November 10, 2023)

DISPOSITION: RECEIVED, FORTHWITH

MOVED: Aura Garcia

SECONDED: Michael Davis

AYES: Garcia, Davis, Khorsand 3; NAYS: NONE 0; ABSENT: Villegas, Reyes 2;

ORAL REPORT(S)

(4)

BPW-2023-0709

Status Update on Major Upcoming Street Improvement Projects
- Bureau of Street Services

DISPOSITION: RECEIVED

(5)

BPW-2023-0710

Grant Funded Programs & Projects Update
- All Bureaus + Board of Public Works

DISPOSITION: RECEIVED

ADJOURNMENT

*****END*****

TRANSMITTAL		
TO Council	DATE 06/28/2024	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT
<p>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)</p> <p>Approved, ED3 Waived, and Transmitted for further processing.</p> <div> _____ MAYOR (Carolyn Webb de Macias for)</div>		

***Sent to Mayor and City Council simultaneously to avoid delay.**

BPW-2024-0395

Department of Public Works

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

June 28, 2024
CD No 8

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
TH
Executive Officer
Board of Public Works

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

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

June 28, 2024
Page 3

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

Department of Public Works
Bureau of Engineering
Bureau of Contract Administration
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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

Funding Breakdown for Amended Agreement	Amount
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
Sub-Total	\$49,457,000
Internal City Expenditures	(\$ 281,350)
Total Funding:	\$49,175,650

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
Total Available for Contract					\$49,457,000	\$49,175,650
						*Internal City Expenditures
*Less Expended and Transferred		100	54	00S713	\$0	\$ 281,350
Total						\$49,457,000

*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

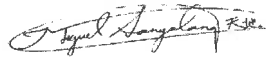
for Ted Allen



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 54th 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. 54th 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. 50th 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 50th 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 54th 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 54th 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 54th 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 50th 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
- 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, 3rd 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,

§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 administering 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 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

* Previous Payments:	
December 2019	\$ 2,389,966.00
January 2020	\$ 1,902,316.00
April 2021	\$ 2,758,410.00
September 2021	\$ 2,212,517.77
	Total Payments: \$

Funding Breakdown:	
LA Metro	\$ 14,500,000
State - 2019	\$ 9,718,550
State - 2022	\$ 8,800,000
City of Los Angeles	\$ 1,500,000
City of Los Angeles - 2021	\$ 1,000,000
ARPA Funding	\$ 307,000
City of Los Angeles-2023	\$ 13,000,000
City of Los Angeles- 2024	\$ 2,660,000
Total Funding:	\$ 49,178,650

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, 8th District

SECONDED BY:



ORIGINAL

sl

1

PK MAY 29 2024

TRANSMITTAL NO. 2



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.

A handwritten signature in black ink, appearing to be "J Foster", written over a horizontal line.

Jason Foster
President & COO
Destination Crenshaw

[illegible]

Funding Breakdown:		
LA Metro	\$	14,500,000
State-2019	\$	9,110,000
State-2020	\$	6,500,000
City of Los Angeles	\$	1,500,000
City of Los Angeles - 2021	\$	1,500,000
ARPA Funding	\$	307,900
City of Los Angeles-2023	\$	13,000,000
City of Los Angeles- 2024	\$	2,650,000
Total Funding:	\$	40,117,600
Contract Balance	\$	8,799,500

Previous Payments:	
December 2018	\$ 5,860,800.00
January 2019	\$ 5,860,800.00
February 2019	\$ 5,860,800.00
March 2019	\$ 5,860,800.00
April 2019	\$ 5,860,800.00
May 2019	\$ 2,765,337.87
June 2019	\$ 2,765,337.87
July 2019	\$ 2,765,337.87
August 2019	\$ 2,765,337.87
September 2019	\$ 1,667,256.23
October 2019	\$ 1,667,256.23
November 2019	\$ 1,667,256.23
December 2019	\$ 1,667,256.23
January 2020	\$ 1,667,256.23
February 2020	\$ 1,667,256.23
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May 2026	\$ 1,667,256.23
June 2026	\$ 1,667,256.23
July 2026	\$ 1,667,256.23
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May 2027	\$ 1,667,256.23
June 2027	\$ 1,667,256.23
July 2027	\$ 1,667,256.23
August 2027	\$ 1,667,256.23
September 2027	\$ 1,667,256.23
October 2027	\$ 1,667,256.23

**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, 20 22.

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
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). 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", is written over a horizontal line.

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. 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, 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

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

BY: Berlinda Fontenot-Jamerson
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

TRANSMITTAL NO. 5

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.

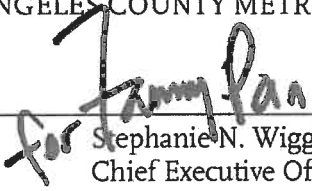
FTIP#: LA9919198
Subregion ID: CC

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: 
Stephanie N. Wiggins
Chief Executive Officer

Date: 11/7/2023

APPROVED AS TO FORM:


DAWYN R. HARRISON
County Counsel

By: 
Deputy

Date: 4/27/23

GRANTEE:

CITY OF LOS ANGELES

By: 
~~Connie Llanos~~ Laura Rubio-Cornejo
Interim General Manager

Date: 11/3/2023

APPROVED AS TO FORM:

By: Kevin Dufner for Michael Nagle
Hydee Feldstein Soto
City Attorney

Date: 10/20/23

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, 9th 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 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 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

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	
SUM PROG LACMTA FUNDS	\$ -	\$ -	\$ 80,000	\$ 320,000	\$ -	\$ -	\$ 400,000	100%
OTHER NON LACMTA FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
SUM NON-LACMTA FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ 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#: 9200000000M420102

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
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
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
Total Measure M	\$20,000	\$20,000	\$20,000	\$20,000	\$10,000	\$10,000	\$75,000	\$75,000	\$250,000
SUM PROG LACMTA FUNDS:	\$20,000	\$20,000	\$20,000	\$20,000	\$10,000	\$10,000	\$75,000	\$75,000	\$250,000
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total LOCAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING									
FY2023-24 and FY2024-25	\$20,000	\$20,000	\$20,000	\$20,000	\$10,000	\$10,000	\$75,000	\$75,000	\$250,000

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Active Transportation FLM and Mobility Hubs Program - Funding Agreement Projects - FA#: 9200000000M420102
 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
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
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
Total MEASURE M	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
SUM PROG LACMTA FUNDS:	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total LOCAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY2025-26 and FY2026-27	\$75,000	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
TOTAL LACMTA FUNDS	\$95,000	\$95,000	\$20,000	\$20,000	\$10,000	\$10,000	\$75,000	\$75,000	\$400,000
TOTAL NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$95,000	\$95,000	\$20,000	\$20,000	\$10,000	\$10,000	\$75,000	\$75,000	\$400,000

**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
TOTAL BUDGET COST	\$400,000		\$400,000

ESTIMATED PROJECT COSTS:

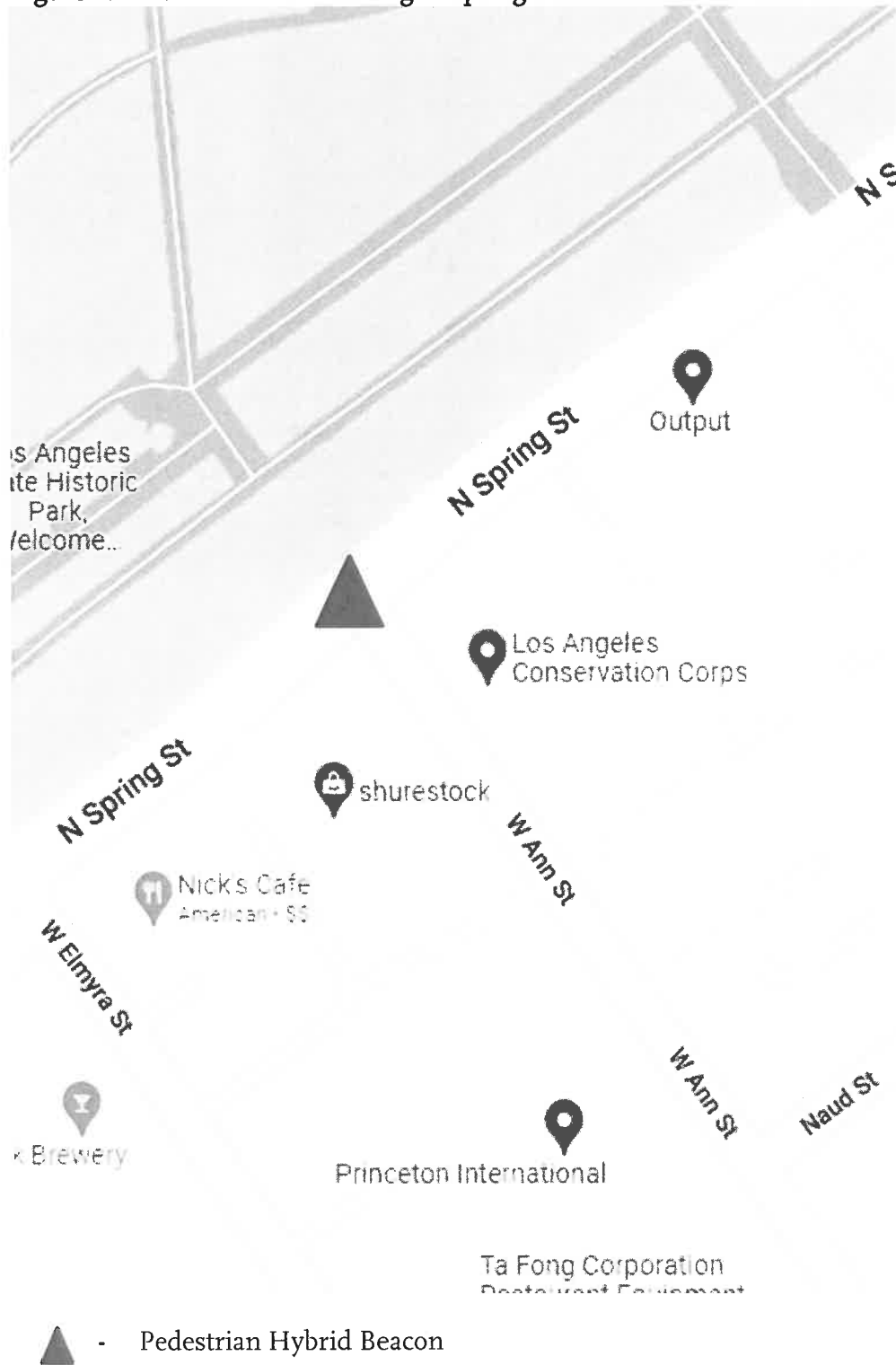
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
PS&E	N/A	N/A		\$80,000
Construction Support	N/A	N/A		\$40,000
Pedestrian Hybrid Beacon	1	EA	\$280,000	\$280,000
GRAND TOTAL				\$400,000

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 \$	
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
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

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

Grantee Contact / Project Manager	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 2ND AND 3RD 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 re-calculate 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				
Total Project Duration (Months)				

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				
TOTAL				

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: 0.00	Toll Calc Loc:	Toll Method:	Hov acs eg loc:
Uza: Los Angeles-Long Beach-Santa Ana		Sub-Area:	Sub-Region:
CTIPS ID:		EA #:	PPNO:
Program Code: NCN27 - PEDESTRIAN FACILITIES-NEW Stop Loc:			
	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 \$0 \$0 \$0 \$0 \$0 \$0
	RW		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
	CON		\$0 \$320 \$0 \$0 \$0 \$0 \$0 \$0
	SUBTOTAL		\$80 \$320 \$0 \$0 \$0 \$0 \$0 \$0
	TOTAL		\$80 \$320 \$0 \$0 \$0 \$0 \$0 \$0
TOTAL PE: \$80		TOTAL RW: \$0	
TOTAL CON: \$320		TOTAL PROGRAMMED: \$400	
- 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.

Amendment – 2024-25 Second Transportation Construction Projects Report (C.F. 24-0879-S1)

Background: The following amendments to the 2024-25 Second Transportation Construction Projects Report (C.F. 24-0879-S1) are required to:

- Update the Controller's instructions in Attachment 1 for Items A, and B in the report; and,
- For Item E, replace the Measure R funding with the Special Gas Tax Street Improvement Fund and update the Controller Instructions in Attachment 3.
- Includes Controller's instructions for Public Toilets, ATP Cycle 2 Boyle Heights Pedestrian Linkages Project, 7TH Street Streetscape Project and NOS Rehab Unit 10 Mission Road Street Repair Project.

<Amendment>

That the Council, subject to approval of the Mayor, authorize the following:

1. Replace the Controller's instructions for Items A and B in Attachment 1 as follows:

TRANSFER FROM		TRANSFER TO	
Item A	<u>Fund 100/54, CTIEP</u> 00P294, 7th Street Streetscape Improvements	<u>Fund 59C/94, Measure M Local Return Special Fund</u> RSC 5301, Reimb from other Funds	
	\$ 78,779.97	\$ 78,779.97	
Item B	<u>Fund 100/54, CTIEP</u> 00Y984, Westwood Neighborhood Greenway Phase II	<u>Fund 100/40, General Services Department</u> 001101, Hiring Hall Construction 001121, Benefits Hiring Hall Construction 003180, Construction Materials	\$56,720.00 22,370.00 83,767.00 \$ 162,857.00
	\$ 162,857.00		

2. Authorize the Controller to reduce 2024-25 appropriations to the Bureau of Street Services, Fund 100/86, Account No. 94A186 Bureau of Street Services (\$3,088,194.00 within Account No. 003030 Construction Expense and \$2,121,742.38 within Account No. 003040 Contractual Services) by \$5,209,936.38 within the Special Gas Tax Improvement Fund for Pavement Preservation Trucking;

3. Replace the controller's instructions for Item E, in Attachment 3 as follows:

TRANSFER FROM		TRANSFER TO	
Item E	<u>Fund 51Q/94, Measure R Local Return Fund</u> Cash Balance	<u>Fund 100/86, Bureau of Street Services (Fund 51Q/94/94A186)</u> 003030, Construction Expense 003040, Contractual Services	\$ 3,088,194.00 2,121,742.38 \$ 5,209,936.38
	\$ 5,209,936.38		
	<u>Fund 100/54, CTIEP</u> 00V701, Verde Street (2401) Remedial Slope Mitigatio	<u>Fund 100/54, CTIEP</u> 00Y987, Destination Crenshaw	\$ 140,724.69 \$ 140,724.69
	\$ 140,724.69		
	<u>Fund 206/50 Special Gas Tax Street Improvement Fund</u> Cash Balance	<u>Fund 206/50 Special Gas Tax Street Improvement Fund</u> TBD, Destination Crenshaw	\$ 5,209,936.38 \$ 5,209,936.38
	\$ 5,209,936.38		
	<u>Fund 353/94, Special Parking Revenue Fund</u> 94WS09, Parking Studies	<u>Fund 353/94, Special Parking Revenue Fund</u> TBD, Destination Crenshaw	\$ 415,481.30 \$ 415,481.30
	\$ 415,481.30		

Amendment – 2024-25 Second Transportation Construction Projects Report (C.F. 24-0879-S1)

4. Authorize the Controller to appropriate the following transactions:

	TRANSFER FROM		TRANSFER TO	
<i>Public Toilets</i>	<u>Fund 100/56, General City Purposes</u>		<u>Fund 100/86, Bureau of Street Services</u>	
	000628, Additional Homeless Services - CD 14	\$ 499,000.00	003040, Contractual Services	\$ 510,290.61
	000714, Community Services District 14	11,290.61		
		<u>\$ 510,290.61</u>		
<i>ATP Cycle 2 Boyle Heights Pedestrian Linkages</i>	<u>Fund 100/56, General City Purposes</u>		<u>Fund 100/54, CTIEP</u>	
	000A28, Council Projects	\$ 44,000.00	TBD, Boyle Heights Pedestrian Linkages	\$ 58,903.54
	000987, CD 14 Neighborhood Service Enhancements	14,903.54		
		<u>\$ 58,903.54</u>		
<i>7th Street Streetscape</i>	<u>Fund 840/94 Dept. Transportation Trust Fund</u>		<u>Fund 100/54, CTIEP</u>	
	94AE50, LADOT District Engineering Traffic Safety Impr Within CD14	\$ 100,000.00	00P294, 7th Street Streetscape Improvements	\$ 791,778.51
	<u>Fund 682/50 Engineering Special Services Fund</u>			
	50WVKN, DTLA Streetscape Maintenance and Improvements Fund	\$ 235,000.00		
	<u>53P/28, State AB1290 City Fund</u>			
	281214, CD 14 Redevelopment Fund	\$ 456,778.51		
	Subtotal	<u>\$ 791,778.51</u>		
<i>NOS Rehab Unit 10 Street Resurfacing</i>	<u>Fund 47S/14, CLARTS Community Amenities Trust</u>		<u>Fund 682/50 Engineering Special Services Fund</u>	
	143040, Contractual Services	\$ 455,504.41	TBD, NOS Rehab Unit 10 Mission Road Street Repair	\$ 703,788.66
	<u>53P/28, State AB1290 City Fund</u>			
	281214, CD 14 Redevelopment Fund	\$ 2,095.49		
	<u>Fund 43D/50, Street Furniture Revenue Fund</u>			
	50Y14D, Council District 14	\$ 239,169.61		
	50A14D, Council Dist 14	7,019.15		
		<u>\$ 246,188.76</u>		
	Subtotal	<u>\$ 703,788.66</u>		

5. Authorize the Board of Public Works to execute the necessary documentation as required to implement the intent of the transactions; and,
6. Authorize the CAO to make technical corrections, as necessary, to the transactions authorized through this report, as required to implement the intent of those transactions.

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: October 21, 2024

CAO File No. 0640-01399-0142

Council File No.

Council District: All

To: Mayor
Council

From:  Matthew W. Szabo, City Administrative Officer

Reference: City Capital Repair and Infrastructure Projects

Subject: **FISCAL YEAR 2024-25 – SECOND TRANSPORTATION PROJECTS
RELATED CONSTRUCTION PROJECTS REPORT**

SUMMARY

This Office is transmitting for your consideration the Second Transportation-Related Construction Projects Report (CPR) for Fiscal Year (FY) 2024-25, which includes transfers totaling \$18.8 million. The recommendations provide sufficient cash flow for construction activities in the Public Right of Way (PROW), offset funding shortfalls, and authorities needed to complete authorized projects utilizing various capital funds that include, Capital and Technology Improvement Expenditure Program (CTIEP) funds, special fund monies, grant awards, and Municipal Improvement Corporation of Los Angeles (MICLA) financing.

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Authorize the Controller to transfer \$9,530,898 between departments and funds as specified in Attachment 1;
2. Authorize the Controller to transfer \$400,000 between accounts within departments and funds as specified in Attachment 2;
3. Authorize the Controller to transfer \$8,842,121 between accounts within departments and funds as specified in Attachment 3; and,
4. Authorize the City Administrative Officer (CAO) to make technical corrections, as necessary, to the transactions authorized through this report, as required to implement the intent of those transactions.

FISCAL IMPACT STATEMENT

The recommendations stated in this report include transfers, appropriations, and authority for expenditures totaling \$18.8 million. This consists of \$13.6 million from various special funds, \$0.3 million in Grants funding, and \$4.9 million in General Fund within the Capital and Technology

Improvement Expenditure Program (CTIEP) program. All transfers and appropriations are based on existing funds, reimbursements, or revenues. There is no additional General Fund impact for operations and maintenance costs as a result of these recommendations.

FINANCIAL POLICIES STATEMENT

The recommendations stated in this report comply with the City Financial Policies in that appropriations for funds are limited to available cash balances needed to fund ongoing maintenance, programming, project shortfalls, and critical operational needs in the current budget year.

DISCUSSION

This report provides updates on the current activities and financial status of the Capital and Technology Improvement Expenditure Program (CTIEP), capital repair, and infrastructure programs related to transportation in the right-of-way, managed or implemented by City departments. These typically include the Department of Public Works (inclusive of all Bureaus), General Services Department (GSD) and the Department of Transportation (DOT). The report also recommends authorities needed to proceed with scheduled activities, address funding shortfalls, and other implementing authorities required to accomplish the projects addressed within this report.

A. Bureau of Engineering (BOE) - Council District (CD) 14, Seventh Street Streetscape Improvements Project
CTIEP
Attachment No. 1

A transfer of \$78,780 in CTIEP funds is recommended to reimburse for DOT overtime staffing costs related to the Seventh Street Streetscape Improvements project. The project scope will transform Seventh Street from Figueroa Street to Alameda Street into a multimodal corridor with pedestrian, bicycle, and transit improvements, which includes a protected bicycle path, concrete curb ramps, sidewalk, curb and gutter, transit islands, bus pads, corner islands, catch basins, traffic signal and striping enhancements. Phase 1 improvements are along Seventh Street between Figueroa Street and San Pedro Street. Council approval is required to transfer between funds. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an administrative action.*

B. BOE - CD 5, Westwood Greenway Phase II Project
CTIEP
Attachment No. 1

A transfer and appropriation of \$85,386 in CTIEP funds to GSD's budgetary accounts is recommended to construct priority improvements on the north side of the Westwood Greenway Phase II project. The scope of work includes the remote locking and unlocking mechanisms at both north side pedestrian gates, the upgrade of both the north side entrance (Westwood Boulevard) and the south side entrance (Selby Avenue), the fabrication and installation of two new exterior signs at both ends of the north side, and the patch and repair of the north side decomposed granite path. The estimated completion date for the project is November 2024. Council approval is required to transfer between funds and establish appropriations. *Operation and Maintenance (O&M) Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an existing facility.*

**C. BOE - CD 13, Pedestrian Tunnel Closure at Logan Elementary School
CTIEP
Attachment No. 1**

A transfer and appropriation of \$295,675 in CTIEP funds to GSD budgetary accounts is recommended for the Pedestrian Tunnel Closure at Logan Elementary School. The scope of work includes closure of the existing pedestrian tunnel located at the intersection of Montana Street between Logan Street and Lemoyne Street. The project will demolish the entrance and exit of the pedestrian tunnel, place metal decking to close the tunnel, seal the existing stairwells and reconstruct sidewalks to current accessibility standards with full width access to pedestrians. The estimated completion date for the project is March 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an existing facility.*

**D. BOE - CD 13, Pedestrian Tunnel Closure at Rosemont Elementary School
CTIEP
Attachment No. 1**

A transfer and appropriation of \$317,166 in CTIEP funds to GSD's budgetary accounts is recommended to fund the Pedestrian Tunnel Closure at Rosemont Elementary School. The scope of work includes the permanent closure of the existing pedestrian tunnel at the intersection of Rosemont Avenue and Temple Street. The project will demolish the entrance and exit of the pedestrian tunnel, place metal decking to close the tunnel, seal the existing stairwells and provide sidewalks with full-width access to pedestrians. The curb ramp located next to the southern entrance of the pedestrian tunnel will be reconstructed to current accessibility standards. The estimated completion date for the project is March 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an existing facility.*

**E. BOE - CD 8, Destination Crenshaw Project
CTIEP
Measure R Local Return Fund
Special Parking Revenue Fund (SPRF)
Attachment No. 3**

Appropriations of \$5.8 million in CTIEP, Measure R and SPRF funds to dedicated project accounts within the same funds is recommended for the Destination Crenshaw Project. Destination Crenshaw project is a 1.3-mile long community inspired public art and streetscape project celebrating the cultural character of the Crenshaw community. On November 25, 2019, the City entered into a contract (C-134516) with the nonprofit Destination Crenshaw to provide funding to support the Destination Crenshaw project. The

appropriation in CTIEP (\$140,725), is being repurposed from a completed project. Council approval is required to appropriate the funds to the dedicated project accounts. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

**F. BOE - CD 6, Sheldon Arleta Park – Street Improvements
SB1 Road Maintenance and Rehabilitation Program Special Fund
Attachment No. 1**

A transfer and appropriation of \$18,000 in Road Maintenance and Rehabilitation funds to DOT budgetary accounts is recommended for plan review and support for the Sheldon Arleta Park – Street Improvements project. The project scope includes the construction of traffic signals, striping, pedestrian crossing signals, sidewalks, curb, gutter, streetlights, fences, access curb ramps at street corners, and street signage. The estimated completion date for the project is November 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal impact: There is no General Fund impact for operations and maintenance as this is an existing facility.*

**G. BOE - CD 14, ATP Cycle 2 – Boyle Heights Pedestrian Linkage Project
Measure M Local Return Fund
Attachment No. 1**

A transfer and appropriation of \$310,531 in Measure M funds to the Bureau of Street Lighting's (BSL) budgetary accounts is recommended to fund ongoing improvements for the Active Transportation Program (ATP) Cycle 2 – Boyle Heights Pedestrian Linkage project. BSL will install the remaining portion of the street lighting system, including theft mitigation and fortification measures. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact as these costs will be funded by Special Fund monies.*

**H. Bureau of Sanitation (BOS) - CD 1, MacArthur Lake Stormwater Capture Project
Measure W Local Return Fund
Attachment No. 2**

An appropriation of \$400,000 within the Measure W Fund to an established dedicated project account for the MacArthur Lake Rehabilitation Project is recommended for technical support during CEQA certification, bid and award, additional design submittals, a coordination workshop, and contingency. This project is part of the Measure W Regional Program and was approved in Round 1 (2020-21) for a total funding of \$20,043,718 to be disbursed over a period of five years. An appropriation within the fund is required for continuity of work until funds from the regional program are received. The scope of work includes the diversion, capture, and treatment of portions of wet weather stormwater flows and 100 percent of dry weather flows from the existing underground storm drain. Flows captured will be used to

offset potable water use at the park. The project is currently in the design phase and is estimated to be completed in November 2027. Council approval is required to appropriate the funds to a dedicated project account. *O&M Fiscal Impact: There is no anticipated General Fund impact for operations and maintenance as these costs will be funded by special funds.*

I. BOS - CD 7, Sylmar Channel Project
Measure W Local Return Fund
Attachment No. 3

An appropriation of \$2,317,104 within the Measure W Fund to a new dedicated project account to address the funding shortfall of the design phase for the Sylmar Channel Project. The project is a Regional Round 4 Project from the Los Angeles County Measure W, Safe Clean Water Program. The project scope proposes improvements to the existing Sylmar Channel and the implementation of green street elements. The project also improves water quality in the Sylmar Channel and increases water supply within the Upper Los Angeles River Watershed while capturing and infiltrating 206.2 acre-feet of runoff annually. Total funding of \$10,014,617 was awarded and will be disbursed over five years. In Year 1 of the project (FY 2023-24), funding of \$790,584 was received. The Project is currently in the design phase and the budgeted cost for design exceeds the Year 1 funding amount. The estimated completion date for the project is November 2030. Council approval is required to appropriate the funds to a dedicated project account. *O&M Fiscal Impact: There is no anticipated General Fund impact for operations and maintenance as these costs will be funded by special funds.*

J. BOS - CD 14, Wilmington Anaheim Green Infrastructure Corridor Project
Measure W Local Return Fund
Attachment No. 3

An appropriation of \$300,000 from the Operation and Maintenance - TMDL Compliance Projects Account to a new project account within the Measure W Municipal Fund is recommended to address a funding shortfall of the design phase for the Wilmington Anaheim Green Infrastructure Corridor Project (Project). The Project is a Regional Round 4 Project from the Los Angeles County Measure W, Safe Clean Water Program and is designed to treat runoff from a 173-acre area in the Wilmington Neighborhood and provide water resilience by capturing 160 acre-feet of surface runoff each year. Captured flows will be diverted to an underground storage tank planned at the Wilmington Recreation Center and discharged to a water reclamation plant for recycling. This project will help alleviate flooding in the area, improve water quality and increase water supply. The Project was approved for a total funding of \$10,274,500 which will be disbursed over a period of five years and has received Year 1 (FY 2023-24) funding in the amount \$513,200. The Project is currently in the planning phase and the budgeted cost for both design and CEQA services exceeds the Year 1 funding amount. The project is estimated to be completed in October 2030. Council approval is required to appropriate the funds. *O&M Fiscal Impact: There is no anticipated General Fund impact for operations and maintenance as these costs will be funded by special funds.*

**K. Bureau of Street Lighting (BSL) - CD 14, Hollenbeck Park Beautification and Improvements Project
CTIEP
Attachment No. 1**

A transfer of \$160,531 in CTIEP funds to the Street Lighting Maintenance Assessment Fund (SLMAF) account is recommended for reimbursement of staff costs for work performed on the Hollenbeck Park Beautification and Improvements project from January 2024 to March 2024. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an administrative action.*

**L. BSL - CD 6, Arleta-Weidner Street Lighting Project
Community Development Trust Fund
Attachment No. 1**

An appropriation of \$10,000 in Community Development Trust Funds to BSL budgetary accounts is recommended for the Arleta-Weidner Street Lighting project. These funds will be used to finalize the plan, purchase materials and start/complete construction. The project will construct 33 new street lights in a low/moderate residential area. The benefiting neighborhoods will have a modern LED lighting system that provides uniform lighting levels on the street and sidewalk. The project was completed in July 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

**M. BSL - CD 4, Pedestrian Hybrid Beacon at Magnolia Boulevard and Tyrone Avenue
Street Furniture Revenue Fund
Attachment No. 1**

An appropriation of \$15,000 in Street Furniture Revenue Fund monies to BSL budgetary accounts is recommended to fund design costs for a pedestrian High Intensity Activated Crosswalk (HAWK) beacon signal at the intersection of Magnolia Boulevard and Tyrone Avenue. The estimated project completion date is June 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs will be funded by Special Fund monies.*

**N. BSL - CD 6, Solar Lighting Project
SB1 Road Maintenance and Rehabilitation Program Special Fund
Attachment No. 1**

A transfer and appropriation of \$400,000 from the Road Maintenance and Rehabilitation Program Fund to the BSL's budgetary accounts is recommended for the installation of remote monitoring antennas, six new poles, six Fonroche units, and one Cuesta Sol unit set to replace an existing LED light that is no longer operational due to wire theft. The estimated completion date for the project is June 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no anticipated General Fund impact as these costs will be funded by Special Fund monies.*

**O. BSL - CD (Various), Street Lighting at Existing Pedestrian Crosswalks
Measure M Local Return Fund
Attachment No. 1**

A transfer and appropriation of \$30,000 in Measure M Local Return funds to BSL's budgetary accounts is recommended to fund design costs for street lighting at pedestrian crosswalk design costs at various locations identified by DOT. The estimated completion date for the project is June 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no anticipated General Fund impact as these costs will be funded by Special Fund monies.*

**P. BSL - CD 6, Sun Valley Street Lighting Phase 7
Community Development Trust Fund
Attachment No. 1**

A transfer and appropriation of \$60,000 in Community Development Trust Funds to BSL's budgetary accounts is recommended for the Sun Valley Street Lighting Project. The project will construct 55 new streetlights in a residential area of Sun Valley. The estimated completion date for the project is November 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

**Q. Bureau of Street Services (BSS) - CD Various, Clean California Local Grant Projects
CTIEP
Attachment No. 1**

A transfer and appropriations totaling \$3.7 million in CTIEP funds to BSS budgetary accounts to reimburse construction costs and to the Rail to Rail project account in Measure M is recommended. The Rail to Rail Project Account is used for front funding various projects funded through the Clean California Local Grant. On November 9, 2022, the Council

authorized BSS to deposit grant funds received into the CTIEP fund (CF 21-1169-S1). The grant funded projects include design and construction improvements for various locations throughout the City, including new native plantings, landscape medians, and sidewalk and bus stop improvements. On November 28, 2023, the Council authorized \$2.1 million from Measure M budgeted for the Rail to Rail project to be used as front funding for the grant funded projects and once the City is reimbursed by the grantor to reimburse the originating account (CF 23-0842-S1, Amending Motion 31B). The estimated completion date for these projects is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an administrative action.*

R. BSS - CD 2, Lankershim Plaza Improvements
Street Furniture Revenue Fund
CRA/LA Excess Non-Housing Bond Proceeds
Attachment No. 1

A transfer and appropriations totaling \$288,820 from Street Furniture Revenue Fund and CRA/LA Excess Non-Housing Bond Proceeds to BSS budgetary accounts is recommended for the Lankershim Plaza Improvements. This project includes design and construction improvements including new outdoor furniture, lighting improvements, shade structures, potted landscape, and pavement resurfacing improvements. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

S. BSS - CD 1, Maya Corridor Project
CTIEP
Attachment No. 1

A transfer and appropriation of \$40,000 in CTIEP Fund monies to BSS budgetary accounts is recommended to fund staff salaries, including overtime costs and construction expenses for the Maya Corridor Project. Improvements consist of upgrading two bus stop locations to be Americans with Disabilities Act (ADA) compliant, 12 new tree well saw cuts with adjacent colored sidewalks, and the completion of civil engineering design for curb ramps along the corridor. On July 29, 2022, City Council approved \$2,496,157 in CTIEP funds for this project (C.F. 20-0600-S83). The estimated completion date for the project is December 2026. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal impact: There is no General Fund impact for operations and maintenance as this is an existing facility.*

**T. BSS – CD Various, Pavement Preservation - Access Ramps
Street Damage Restoration Fee Fund
Attachment No. 1**

A transfer and appropriation of \$500,000 from the Street Damaged Restoration Fee Fund to BSS budgetary accounts is recommended for costs associated with the Pavement Preservation - Access Ramps Program. The Pavement Preservation - Access Ramps Program focuses on bringing access curb ramps into compliance with the ADA. BSS expects to complete reconstruction of 200 access curb ramps this fiscal year. The estimated completion date for the project is June 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

**U. BSS - CD 9, Woodlawn Avenue Triangle Median Safety Improvement Project
Transfer of Floor Area Rights (TFAR) Public Benefit Trust Fund
Attachment No. 1**

A transfer and appropriation of \$30,000 from the Transfer of Floor Area Rights (TFAR) / Public Benefit Payment Trust Fund to BSS budgetary accounts is recommended to cover construction costs associated with improvements at Woodlawn Avenue and Maple Avenue. The improvements consist of a raised median island, driveway reconstruction, and access curb ramps. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

**V. BSS – CD 6, Parthenia Street and Sepulveda Boulevard Streetscape & Safety
Improvement Project
CRA/LA Excess Bond Proceeds
Attachment No. 1**

A transfer and appropriation of \$280,000 from the CRA/LA Excess Non-Housing Bond Proceeds to BSS budgetary accounts is recommended to cover design and construction costs associated with improvements at Parthenia Place and Columbus Ave. The project is funded by \$2 million in taxable CRA/LA Excess Bond Proceeds, and BSS is the lead department to design and construct the project (C.F. 14-1174-S61). Improvements will consist of constructing a roundabout, accessibility improvements, and landscaping at or near the vicinity of the intersection. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as*

these costs are funded by Special Fund monies.

**W. BSS – CD 8 and 9, Broadway South: A One Infrastructure Project
SB 1 Road Maintenance and Rehabilitation Program Special Fund
Attachment No. 1**

A transfer of \$573,562 in SB1 Road Maintenance and Rehabilitation Program Special Funds to various departmental budgetary accounts is recommended to cover salaries and construction expenses for the Broadway South: A One Infrastructure Project. BSS is the lead department to design and construct the project. BOE will conduct the environmental review on the project and DOT will review Active Transportation Project plans. The estimated completion date for the project is May 2030. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

**V. BSS – CD Various, Concrete Streets Program
Measure M Local Return Fund
Attachment No. 1**

The transfer and appropriation of \$2,100,000 from Measure M Local Return Fund and SB1 Road Maintenance and Rehabilitation Program to BSS budgetary accounts is recommended to fund anticipated expenditures for the Concrete Streets program. BSS will complete approximately 105,000 square feet of concrete panel repair this fiscal year. The estimated completion date for the project is June 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

**Y. BSS – CD 8, 67th Street and West Boulevard Civil Improvements Project
Transportation Grants Fund
Attachment No. 1**

A transfer of \$202,371 in Transportation Grants Fund to various departmental budgetary accounts is recommended for design and staffing costs associated with the 67th Street and West Boulevard Civil Improvements Project. The project management will be for consultant design oversight and design will be provided by BSL. The project was funded by the California Air Resources Board (CARB) grant and BSS is the lead department to manage the project. The estimated completion date for the project is February 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

**Z. BSS – CD Various, 2016 Earmark ADA Access Ramps, DOT – Citywide Pedestrian Improvement Project
Transportation Grants Fund
Attachment No. 1**

An appropriation of \$10,000 from the Transportation Grants Fund to the BSS salary account is recommended for the work associated with the Citywide Pedestrian Improvements for the 2016 Earmark ADA Access Ramps. The scope includes providing construction support during the construction of seven intersections. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

**AA. DOT - CD14, Council District 14 AB 1290 Funds
AB 1290 Fund
Attachment No. 3**

A transfer and appropriation of \$458,874 from the Measure R Local Return Fund to the CD 14 Redevelopment Fund Account within AB 1290 Fund is recommended to ensure that the funds are reverted to its original funding source. On February 11, 2014, the City Council approved the transfer of up to \$1 million from the CD 14 Redevelopment Fund Account within the AB 1290 Fund to a new account, Downtown LA Streetcar – AB 1290 in the Measure R Fund (C.F. 11-0329-S10). In the 2023-24 Third Financial Status Report, \$458,874 in uncommitted funds from the Downtown LA Streetcar account was reverted to the Measure R cash balance (C.F. 23-0600-S116). Therefore, this transaction will ensure that the funds are returned to the original source, which is the CD 14 Redevelopment Fund Account within the AB1290 Fund. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an administrative action.*

By: Daisy Bonilla
Administrative Analyst

APPROVED:


for City Administrative Officer

MWS:DFB:06250040

Attachments

ATTACHMENT 1
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 BUDGET ADJUSTMENTS
TRANSFERS BETWEEN DEPARTMENTS AND FUNDS

ITEM DEPARTMENT/PROJECT		FUND/ACCOUNT	TRANSFER FROM		TRANSFER TO	
			AMOUNT		AMOUNT	
A	PW: Bureau of Engineering 7th Street Streetscape Improvement	Fund 100/54, CTIEP 00P294, 7th Street Streetscape Improvements	\$ 78,779.97	Fund 100/94, Transportation RSRC 5301, Reimb from other Funds	\$ 78,779.97	
B	PW: Bureau of Engineering Westwood Greenway Phase II Project	Fund 100/54, CTIEP 00Y984, Westwood Neighborhood Greenway Phase II	\$ 85,386.00	Fund 100/40, General Services Department 001014, Salaries Construction Projects 003180, Construction Materials	\$ 32,562.00 52,824.00 85,386.00	
C	PW: Bureau of Engineering Pedestrian Tunnel Closure at Logan Elementary School	Fund 100/54, CTIEP 00Y977, Pedestrian Tunnel Closure at Logan Elementary School	\$ 295,675.00	Fund 100/40, General Services 001014, Salaries, Construction Projects 001101, Hiring Hall Construction 001121, Benefits Hiring Hall Construction 003180, Construction Materials	\$ 22,046.00 143,295.00 55,114.00 75,220.00 295,675.00	
D	PW: Bureau of Engineering Pedestrian Tunnel Closure at Rosemont Elementary School	Fund 100/54, CTIEP 00Y978, Pedestrian Tunnel Closure at Rosemont Elementary School	\$ 317,166.00	Fund 100/40, General Services 001014, Salaries, Construction Projects 001101, Hiring Hall Construction 001121, Benefits Hiring Hall Construction 003180, Construction Materials	\$ 23,935.00 150,792.00 64,625.00 77,814.00 317,166.00	
F	PW: Bureau of Engineering Sheldon Arleta Park - Street Improvements	Fund 59V/50, Road Maintenance and Rehabilitation Program Special Fund 50SKZW, Sheldon Arleta Park Sidewalk Improvement - Sheldon St	\$ 18,000.00	Fund 100/94, Department of Transportation 001010, Salaries General	\$ 18,000.00	
G	PW: Bureau of Engineering ATP Cycle 2 - Boyle Heights Pedestrian Linkage	Fund 59C/94, Measure M Local Return Special Fund 94WV63, Active Transportation Program Project Funding Gaps	\$ 310,531.00	Fund 100/84, Public Works - Street Lighting 001010, Salaries General 006020, Operating Supplies 008780, St. Lighting Improvements and Supplies	\$ 93,060.00 78,381.00 139,090.00 310,531.00	
K	PW: Bureau of Street Lighting Hollenbeck Park Beautification & Improvements Project	Fund 100/54, CTIEP 00W916, Clean CA-Hollenbeck Park Adjacent & I-5 FWY Adj Beautifi	\$ 160,530.33	Fund 347/50, SLMAF RSC 5301, Reimb from Other Funds	\$ 160,530.33	
L	PW: Bureau of Street Lighting Arleta -Weidner Street Lighting (formerly Pacoima Arleta CD 6)	Fund 424/21, Community Development Trust 21Y184, Bureau of Street Lighting	\$ 10,000.00	Fund 100/84, Public Works - Street Lighting 001010, Salaries General 006020, Operating Supplies	\$ 5,000.00 5,000.00 10,000.00	
M	PW: Bureau of Street Lighting Pedestrian Hybrid Beacon/HAWK at Magnolia Blvd And Tyrone Ave	Fund 43D/50, Street Furniture Revenue Fund 50Y184, PW-STREET LIGHTING	\$ 15,000.00	Fund 100/84, Public Works - Street Lighting 001090, Overtime General	\$ 15,000.00	
N	PW: Bureau of Street Lighting Solar Lighting	Fund 59V/50, Road Maintenance And Rehabilitation Program Special Fund 50AZDT, Solar Lighting	\$ 400,000.00	Fund 100/84, Public Works - Street Lighting 001010, Salaries General 001090, Overtime General	\$ 100,000.00 300,000.00 400,000.00	
O	PW: Bureau of Street Lighting Street Lighting at Existing Pedestrian Crosswalks	Fund 59C/94, Measure M Local Return Fund 94WV25, Street Lighting at Existing Pedestrian Crosswalks-VisionZero	\$ 30,000.00	Fund 100/84, Public Works - Street Lighting 001090, Overtime General	\$ 30,000.00	
P	PW: Bureau of Street Lighting Sun Valley Street Lighting Phase 7	Fund 424/21, Community Development Trust 21A421, Sun Valley Street Lighting Phase 7	\$ 60,000.00	Fund 100/84, Public Works - Street Lighting 001010, Salaries General	\$ 60,000.00	
Q	PW: Bureau of Street Services Clean CA Grant Projects	Fund 100/54, CTIEP 00W915, Clean CA-Creating Urban Habitat & Biodiversity thru Median 00W916, Clean CA-Hollenbeck Park Adjacent & I-5 FWY Adj Beautificn 00W917, Clean CA-Martin Luther King Jr. Equity & Connectivity thru	\$ 461,779.82 1,808,051.42 1,455,245.73 3,725,076.97	Fund 100/86, Public Works - Street Services 001090, Overtime General 001100, Hiring Hall Salaries 003030, Construction Expense	\$ 591,399.97 150,000.00 883,677.00 1,625,076.97	
		Subtotal		Fund 59C/94, Measure M Local Return Fund 94YV90, Rail to Rail	\$ 2,100,000.00	
				Subtotal	\$ 3,725,076.97	

ATTACHMENT 1
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 BUDGET ADJUSTMENTS
TRANSFERS BETWEEN DEPARTMENTS AND FUNDS

ITEM	DEPARTMENT/PROJECT	TRANSFER FROM		TRANSFER TO	
		FUND/ACCOUNT	AMOUNT	FUND/ACCOUNT	AMOUNT
R	Public Works - Street Services <i>Lankershim Plaza Improvements</i>	Fund 43D/50, Street Furniture Revenue Fund		Fund 100/86, Public Works - Street Services	
		50Y186, Bureau of Street Services	\$ 167,400.41	001010, Salaries General	\$ 167,400.41
		Fund 57D/22, CRAWLA Excess Non-Housing Bond Proceeds		Fund 100/86, Public Works - Street Services	
		22Y186, Bureau of Street Services	\$ 121,419.06	001010, Salaries General	\$ 23,013.06
				001090, Overtime General	20,000.00
				003030, Construction Expense	78,406.00
					121,419.06
				Subtotal \$	288,819.47
S	PW: Bureau of Street Services <i>Maya Corridor Project Public Improvements</i>	Fund 100/54, CTIEP		Fund 100/86, Public Works - Street Services	
		00T790, Maya Corridor Streetscape Improvements	\$ 40,000.00	001090, Overtime General	\$ 40,000.00
T	PW: Bureau of Street Services <i>Pavement Preservation - Access Ramps</i>	Fund 41A/50, Street Damage Restoration Fee Fund		Fund 100/86, Public Works - Street Services	
		50AMAR, Pavement Preservation Program Access Ramps	\$ 500,000.00	001090, Overtime General	\$ 40,000.00
				001100, Hiring Hall Salaries	322,000.00
				001120, Benefits Hiring Hall	138,000.00
				Subtotal \$	500,000.00
U	PW: Bureau of Street Services <i>Woodlawn Ave Triangle Median Safety Improvement Project</i>	Fund 55Z/14, Transfer of Floor Area Rights (TFAR) / Public Benefit Payment Trust Fund		Fund 100/86, Public Works - Street Services	
		14186R, Bureau of Street Services	\$ 30,000.00	001010, Salaries General	\$ 16,500.00
				001090, Overtime General	6,000.00
				001100, Hiring Hall Salaries	3,000.00
				003030, Construction Expense	3,000.00
				006020, Operating Supplies	1,500.00
				Subtotal \$	30,000.00
V	PW: Bureau of Street Services <i>Parthenia Street and Sepulveda Blvd Streetscape and Safety Improvement Project</i>	Fund 57D/22, CRAWLA Excess Non-Housing Bond Proceeds		Fund 100/86, Public Works - Street Services	
		22Y186, Bureau of Street Services	\$ 280,000.00	001090, Overtime General	\$ 70,000.00
				001100, Hiring Hall Salaries	121,800.00
				001120, Benefits Hiring Hall	46,200.00
				003030, Construction Expense	28,000.00
				006020, Operating Supplies	14,000.00
				Subtotal \$	280,000.00

ATTACHMENT 1
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 BUDGET ADJUSTMENTS
TRANSFERS BETWEEN DEPARTMENTS AND FUNDS

ITEM		DEPARTMENT/PROJECT	FUND/ACCOUNT		TRANSFER FROM		TRANSFER TO		AMOUNT	AMOUNT			
W	PW: Bureau of Street Services Broadway South: A One Infrastructure Project	Fund 59V/50, Road Maintenance and Rehabilitation Fund (SB1) 50YZBI, Broadway South: A One Infrastructure Project					Fund 100/86, Public Works - Street Services						
							001090, Overtime General		\$	70,606.00			
							001100, Hiring Hall Salaries			214,084.00			
							001120, Benefits Hiring Hall			90,021.00			
							003030, Construction Expense			47,375.00			
							006020, Operating Supplies			5,476.00			
									\$	427,562.00			
X	Public Works - Street Services Concrete Streets Program	Fund 59C/94 Measure M Local Return Fund 94AV02, Concrete Streets					Fund 100/94, Dept. of Transportation						
							001010, Salaries General		\$	11,000.00			
							001090, Overtime General			100,000.00			
									\$	111,000.00			
							Fund 100/78, Public Works - Engineering						
							001090, Overtime General			35,000.00			
									\$	573,562.00			
Y	Public Works - Street Services 67th Street and West Boulevard Civil Improvements Project	Fund 655/94 Transportation Grants Fund 94TT20, CARB STEP Grant Program					Fund 100/86, Public Works - Street Services						
							001090, Overtime General		\$	14,534.00			
							Fund 347/50, SLMAF						
							RSC 530100, Reimb From Other Funds		\$	187,836.54			
									\$	202,370.54			
							Fund 100/86, Public Works - Street Services						
							001010, Salaries General		\$	10,000.00			
Z	Public Works - Street Services 2016 Earmark ADA Access Ramps DOT - Citywide Pedestrian Safety Improvement Project	Fund 655/94 Transportation Grants Fund 94V186, Bureau of Street Services											
									\$	10,000.00			
TOTAL ALL DEPARTMENTS AND FUNDS										\$	9,530,897.28	\$	9,530,897.28

ATTACHMENT 2
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 BUDGET ADJUSTMENTS
TRANSFERS BETWEEN ACCOUNTS WITHIN DEPARTMENTS AND FUNDS

ITEM	DEPARTMENT/PROJECT	FUND/ACCOUNT	TRANSFER FROM	AMOUNT	FUND/ACCOUNT	TRANSFER TO	AMOUNT
H	PW: Sanitation MacArthur Lake Rehabilitation Project	Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund 50V566, Operation and Maintenance - TMDL Compliance Projects		\$ 400,000.00	Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund 50YABY, MacArthur Lake Rehabilitation Project		\$ 400,000.00
TOTAL ALL DEPARTMENTS AND FUNDS				\$ 400,000.00		\$	400,000.00

ATTACHMENT 3
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 BUDGET ADJUSTMENTS
NEW APPROPRIATIONS

ITEM DEPARTMENT/PROJECT		TRANSFER FROM		TRANSFER TO	
		FUND/ACCOUNT	AMOUNT	FUND/ACCOUNT	AMOUNT
E	PW: Bureau of Engineering Destination Crenshaw	Fund 100/54, CTIEP		Fund 100/54, CTIEP	
		00V701, Verde Street (2401) Remedial Slope Mitigation	\$ 140,724.69	00Y987, Destination Crenshaw	\$ 140,724.69
		Fund 51Q/94, Measure R Local Return Fund		Fund 51Q/94, Measure R Local Return Fund	
		Cash Balance	\$ 5,209,936.38	TBD, Destination Crenshaw	\$ 5,209,936.38
		Fund 353/94, Special Parking Revenue Fund		Fund 353/94, Special Parking Revenue Fund	
		94WS09, Parking Studies	\$ 415,481.30	TBD, Destination Crenshaw	\$ 415,481.30
		Subtotal	\$ 5,766,142.37	Subtotal	\$ 5,766,142.37
I	PW: Sanitation Sylmar Channel Project	Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund		Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund	
		50V566, Operation and Maintenance - TMDL Compliance Projects	\$ 909,953.00	TBD, Sylmar Channel Project	\$ 2,317,104.00
		50Y566, Operation and Maintenance - TMDL Compliance Projects	1,407,151.00		
		Subtotal	\$ 2,317,104.00		
J	PW: Sanitation Wilmington Anaheim Green Infrastructure Corridor Project	Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund		Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund	
		50V566, Operation and Maintenance - TMDL Compliance Projects	\$ 300,000.00	TBD, Wilmington Anaheim Green Infrastructure Corridor Project	\$ 300,000.00
AA	Department of Transportation CD 14 Redevelopment Fund	Fund 51Q/94, Measure R Local Return Fund		53P/28, State AB1290 City Fund	
		Cash Balance	\$ 458,874.00	2812/14, CD 14 Redevelopment Fund	\$ 458,874.00
TOTAL ALL DEPARTMENTS AND FUNDS			\$ 8,842,120.37		\$ 8,842,120.37

ATTACHMENT 4
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 OPERATIONS AND MAINTENANCE (O&M) COSTS

Page, Attach, and Rec Nos.	2024-25 Second TCPR	Annual O&M Costs	Completion Month/Year	Comments
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CONSTRUCTION PROJECTS SECTION							
A	Seventh Street Streetscape Improvements Project	Pg 3, A1, Rec 1	\$	78,779.97	-	July 2025	There is no General Fund impact for operations and maintenance since this is an administrative action.
B	Westwood Greenway Phase II Project	Pg 3, A1, Rec 1	\$	85,386.00	-	November 2024	There is no General Fund impact for operations and maintenance as this is an existing facility.
C	Pedestrian Tunnel Closure at Logan Elementary School	Pg 4, A1, Rec 1	\$	295,675.00	-	March 2025	There is no General Fund impact for operations and maintenance as this is an existing facility.
D	Pedestrian Tunnel Closure at Rosemont Elementary School	Pg 4, A1, Rec 1	\$	317,166.00	-	November 2024	There is no General Fund impact for operations and maintenance as this is an existing facility.
E	Destination Crenshaw Project	Pg 4, A3, Rec 3	\$	5,766,142.37	-	June 2029	There is no General Fund impact as these costs will be funded by Special Fund monies.
F	Sheldon Arleta Park – Street Improvements	Pg 5, A1, Rec 1	\$	18,000.00	-	November 2024	There is no General Fund impact for operations and maintenance as this is an existing facility.
G	ATP Cycle 2 – Boyle Heights Pedestrian Linkage Project	Pg 5, A1, Rec 1	\$	310,531.00	-	December 2024	There is no General Fund impact as these costs will be funded by Special Fund monies.
H	MacArthur Lake Stormwater Capture Project	Pg 5, A2, Rec 2	\$	400,000.00	-	November 2027	There is no General Fund impact as these costs will be funded by Special Fund monies.
I	Sylmar Channel Project	Pg 6, A3, Rec 3	\$	2,317,104.00	-	November 2030	There is no General Fund impact as these costs will be funded by Special Fund monies.
J	Wilmington Anaheim Green Infrastructure Corridor Project	Pg 6, A3, Rec 3	\$	300,000.00	-	October 2030	There is no General Fund impact as these costs will be funded by Special Fund monies.
K	Hollenbeck Park Beautification and Improvements Project	Pg 7, A1, Rec 1	\$	160,530.33	-	December 2024	There is no General Fund impact for operations and maintenance since this is an administrative action.
L	Arleta-Weidner Street Lighting Project	Pg 7, A1, Rec 1	\$	10,000.00	-	Completed	There is no General Fund impact as these costs will be funded by Special Fund monies.
M	Pedestrian Hybrid Beacon at Magnolia Boulevard and Tyrone Avenue	Pg 7, A1, Rec 1	\$	15,000.00	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
N	Solar Lighting Project	Pg 8, A1, Rec 1	\$	400,000.00	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
O	Street Lighting at Existing Pedestrian Crosswalks	Pg 8, A1, Rec 1	\$	30,000.00	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
P	Sun Valley Street Lighting Phase 7	Pg 8, A1, Rec 1	\$	60,000.00	-	November 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
Q	Clean California Local Grant Projects	Pg 8, A1, Rec 1	\$	3,725,076.97	-	December 2024	There is no General Fund impact for operations and maintenance since this is an administrative action.
R	Lankershim Plaza Improvements	Pg 9, A1, Rec 1	\$	288,819.47	-	December 2024	There is no General Fund impact as these costs will be funded by Special Fund monies.
S	Maya Corridor Project	Pg 9, A1, Rec 1	\$	40,000.00	-	December 2026	There is no General Fund impact for operations and maintenance as this is an existing facility.
T	Pavement Preservation - Access Ramps	Pg 10, A1, Rec 1	\$	500,000.00	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
U	Woodlawn Avenue Triangle Median Safety Improvement Project	Pg 10, A1, Rec 1	\$	30,000.00	-	December 2024	There is no General Fund impact as these costs will be funded by Special Fund monies.
V	Parthenia Street/Sepulveda Boulevard Streetscape & Safety Improvement Project	Pg 10, A1, Rec 1	\$	280,000.00	-	December 2024	There is no General Fund impact as these costs will be funded by Special Fund monies.
W	Broadway South: A One Infrastructure Project	Pg 11, A1, Rec 1	\$	573,562.00	-	May 2030	There is no General Fund impact as these costs will be funded by Special Fund monies.
X	Concrete Streets Program	Pg 11, A1, Rec 1	\$	2,100,000.00	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
Y	67th Street and West Boulevard Civil Improvements Project	Pg 11, A1, Rec 1	\$	202,370.54	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
Z	2016 Earmark ADA Access Ramps, DOT – Citywide Pedestrian Improvement Project	Pg 12, A1, Rec 1	\$	10,000.00	-	December 2024	There is no General Fund impact as these costs will be funded by Special Fund monies.
AA	Council District 14 AB 1290 Funds	Pg 12, A3, Rec 3	\$	458,874.00	-	N/A	There is no General Fund impact for operations and maintenance since this is an administrative action.
TOTAL			\$	18,773,017.65	\$	-	