

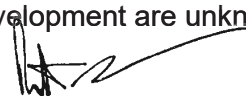
0220-05213-0006

T R A N S M I T T A L

TO City Council	DATE 01-04-22	COUNCIL FILE NO. 19-0987
FROM Municipal Facilities Committee	COUNCIL DISTRICT 11	

The Municipal Facilities Committee (MFC) waived the report from the City Administrative Officer (CAO) on the West Los Angeles Civic Center Redevelopment Project and instructed staff to transmit to the City Council for consideration and approval (CF#19-0987). Council approval of the recommendations would approve a budget for city staff and consultants, and authorize the acceptance of \$1,050,000 for reimbursement of predevelopment activities from West LA Commons, the selected developer of the proposed redevelopment of the West Los Angeles Civic Center.

Fiscal Impact Statement: Approval of the recommendations in the report will recognize a total three-year budget for City staffing and consultant support of \$1,050,000 and approve Year 1 of the City Staff and Consultant Budget of \$594,650, of which \$75,000 is already recognized and included in the Department of City Planning 2021-22 budget. The new receipts to the FY 2021-22 Adopted Budget of \$519,650 will cover staff and consultants costs and will not have an impact on the General Fund. Any potential additional fiscal impact from the future completion of the redevelopment are unknown at this time.



Matthew W. Szabo
City Administrative Officer
Chair, Municipal Facilities Committee

Attachment – West LA Civic Center City Staff and Consultant Budget Report

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: January 4, 2022

CAO File No. 0220-05213-0006
Council File No. 19-0987
Council District: 11

To: The City Council

From: Matthew W. Szabo, City Administrative Officer



Subject: **APPROVAL OF THE CITY STAFF AND CONSULTANT SUPPORT BUDGET OF \$1,050,000 FOR THE PROPOSED WEST LOS ANGELES CIVIC CENTER REDEVELOPMENT PROJECT IN COUNCIL DISTRICT 11**

RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor:

1. APPROVE the West Los Angeles Civic Center Project City Staff and Consultant Budget of \$1,050,000 as detailed in Table 1 of this report;
2. AUTHORIZE the Bureau of Engineering, on behalf of the City, to accept up to \$1,050,000 from West LA Commons, LLC (Developer) for the reimbursement of predevelopment activities on this project for City staff and consultant expenses;
3. AUTHORIZE the Bureau of Engineering to deposit up to \$1,050,000 received from the Developer, into a new account in the Engineering Special Services Fund 682, Dept. 50, entitled "West LA Civic Center Redevelopment Project," and upon review and approval of proper expenditure documentation, disburse said reimbursement funds to the appropriate City Departments and Bureaus;
4. REQUIRE the funded City Departments and Bureaus use the master project, project code, work order, and necessary cost accounting fields to track expenditures under West LA Civic Center Redevelopment Project;
5. APPROVE the Year 1 FY 2021-22 City Staff and Consultant Support Budget and receipt of \$519,650 and appropriate authority as detailed below and in Table 2 of this report:
 - a. APPROPRIATE up to \$182,500 for City staff costs supporting predevelopment activities related to the redevelopment of the West Los Angeles Civic Center to the Departments of

General Services (GSD), Recreation and Parks (RAP), Los Angeles Police Department (LAPD), Los Angeles Public Library (LAPL), and the Bureaus of Engineering (BOE) and Sanitation (LASAN) into the following department funds, accounts, and amounts as detailed below:

Account	Fund/ Dept No.	Account Description	Department / Program	Amount
001010	100 / 78	Salaries, General	BOE Permit Case Management; Design Oversight; Space Planning	\$102,000
001010	100 / 40	Salaries, General	GSD Real Estate and Parking Management	\$31,000
001070	100 / 40	Salaries, As Needed	GSD Parking Management	\$5,500
001010	100 / 70	Civilian Salaries	LAPD Facilities Management	\$19,000
001010	300 / 44	Salaries, General	LAPL Facilities Management	\$ 6,000
001010	100 / 802	Salaries, General	LASAN Brownfields Program	\$10,000
001010	302 / 88	Salaries, General	RAP Real Estate	\$ 9,000
Total FY 2021-22 City Staff Support Budget				\$182,500

- b. ALLOCATE up to \$337,150 for consultant services for Project Management, Financial Feasibility, Phase II Review, Space Planning, and other consultant services as necessary, for FY 2021-2022 as outlined below;

Account	Fund/ Dept No.	Account Description	Department / Program	Amount
TBD	682 / 50	West LA Civic Center Project	BOE Space Planning	\$187,500
003040	100 / 82	Contractual Services	LASAN Brownfields Program	\$6,000
003040	100 / 10	Contractual Services	CAO Asset Management (WLACC Consultants for Project Management, Entitlements, and Financial Feasibility)	\$143,650
Total FY 2021-22 City Staff Support Budget				\$337,150

6. AUTHORIZE the City Administrative Officer or designee, to make any corrections or clarifications to this report as necessary to implement the intent of these actions, and authorize the Controller to implement these instructions.

SUMMARY

In February 2021, the City Council approved a report which authorized the Office of the City Administrative Officer (CAO) to enter into exclusive negotiations with West LA Commons for the Joint City-County West Los Angeles Civic Center Development Project in Council District 11 (C.F. 19-0987). The Council further directed the CAO to, with assistance from other pertinent departments, provide updates during the negotiation period.

This report provides an update on the negotiations for City staff and consultant costs for work that will directly support the redevelopment over the next three (3) years, through the environmental and design phases. We recommend City Council approval of the negotiated West Los Angeles Civic Center (WLACC) City Staff and Consultant Support Budget of \$1,050,000 for

City staff and consultant costs for multiple departments for FY 2021-22. This report also recommends that the Controller establish the necessary Funds and Accounts for receipt of the Developer funds, and the appropriations and mechanisms for cost reimbursements to City departments and consultants.

BACKGROUND

On February 24, 2021, the City Council approved the CAO report and request to enter into an Exclusive Negotiating Agreement (ENA) with West LA Commons, LLC (Developer) for the creation of a mixed use development on the City-owned property at the West Los Angeles Civic Center in Council District 11 (APN 4261-011-911 and a portion of 4261-010-908). The ENA was executed on May 26, 2021 (Attachment A). Since that time, the City Project Management Team (PMT) and its County counterpart at the Los Angeles County Development Authority (LACDA), have been engaged in negotiations with the Developer on the ENA terms, site planning, entitlement path, preparation for the Environmental Impact Report, the re-mapping of the property, and community outreach, among other tasks. Concurrently, the PMT consisting of the CAO and Chief Legislative Analyst (CLA), along with the City Attorney, Department of City Planning (Planning) and Bureau of Engineering (BOE), have worked closely with representatives from impacted City departments and the West LA Commons team on a tentative agreement regarding the scope and funding for the City staff and consultant work.

This major redevelopment will result in improved municipal space, new commercial and retail space, outdoor open space, approximately 926 new housing units, including 348 affordable units and 83 moderate income units, parking and other amenities. As notable as the new commercial, retail, open space and significant new housing planned are, the development will also centralize multiple nearby City staff and services in the redeveloped and modernized complex and provide a centralized government hub consisting of City municipal services, County supervisorial presence as well as continue the State Congressional presence in the complex. The City locations and departments in the table below are among those identified to move from nearby locations to space within the redeveloped complex at 1645 W. Corinth:

CITY-OWNED OR LEASED LOCATIONS IN WLACC (Proposed for Relocation to Civic Hub)		
Location	Departments / Offices Impacted	Leased/ City-Owned
1828 Sawtelle Ave	Department of Building and Safety; City Planning; Office of Finance; Public Works: Bureau of Contract Administration and Bureau of Engineering; Department of Transportation	City-Owned
11620 Wilshire Blvd	Department of Building and Safety	Leased
1575 Westwood Blvd	Department of Transportation	Leased

The existing West Los Angeles Municipal offices at 1645 W. Corinth currently house multiple constituent services and include offices of Councilmember Mike Bonin, Supervisor Sheila Kuehl, Congressman Ted Lieu, the Latino Resources Organization, the Los Angeles Housing Department, and two neighborhood organizations. All are slated for inclusion in the redevelopment. In addition, the Los Angeles Police Department (LAPD) West Los Angeles

Station uses the County-owned surface parking lots that are part of the total project site for parking staff vehicles. LAPD has three fleet vehicles that are currently parked on the surface lots: one bus and two vans.

Following is a discussion of the cost recovery requirement and services, term for the services, and the agreed upon budget for the work.

Cost Recovery Requirement

The City required all proposals to anticipate reimbursement of City support costs in the Request for Proposals (RFP). Section 3.9 of the RFP from which West LA Commons was selected states, in part: “(The City) will require...cost recovery for staff time related to project development, review of the Parties’ respective requirements, transaction expenses, and processing/review of CEQA studies. These costs may include, but are not limited to, the actual cost of (a) in-house staff time (including the Parties’ overhead and administrative costs but excluding in-house costs incurred by County Counsel, City Attorneys, and...project managers) and (b) third party consultation fees (including, but not limited to, consultants, engineers, architects, outside counsel, and advisors) for the performance of financial analyses, design review (including reviewing plans and specifications for the Proposed Project and engineering and other reports related to the Proposed Project), negotiations, appraisals, document preparation and other reasonable services related to the Proposed Project and the Project Agreements.”

Term for Services

The City PMT worked with the relevant departments to create a projected budget for staff and consultant costs through the ENA period, May 26, 2021 to November 26, 2022. If the approved options of four (4) 90-day extensions are exercised, which is likely due to County negotiations on its courthouse, the ENA period could be extended until November 26, 2023. Consequently, the budget for the services is projected through November 26, 2023 and across three (3) fiscal years: FY 2021-22, FY 2022-23, and FY 2023-24.

Consultant and Staff Services

Consultant Services – Through negotiations, City PMT determined that the consultant services required to support the project should include Project Management, Financial Feasibility, Phase II Environmental Review, Space Planning, and other services as necessary. Certain consultant services costs, some already underway, are being shared with the County, with 50 percent paid each by the City and County. Of the costs listed above, shared consultant costs include the project management, financial feasibility, and other costs such as historic resources consulting, as necessary. Consultant areas and amounts are included in the *Budget* section of the report.

City Staff Services - The project will result in reconfigured improved municipal space, relocation and centralization of impacted staff within the area, so assistance is required from multiple departments to plan for the impacts, interim and final relocation. City entities such as Los Angeles Sanitation and Environment (LASAN) and Planning will provide integral environmental and planning/permitting interface, oversight and support throughout all phases of the project.

Budget

The City PMT negotiated with West LA Commons a capped budget of \$1,050,000, which is codified in Section 1.4 of the ENA (Attachment A). The table below lists the City entities to be reimbursed, consultant service areas and total projected budget of \$1,050,000 for the three year timeframe. The budget scope/components are preliminary and include a \$68,000 contingency. It is noted that Planning amounts are included for reference as the developer will pay the estimated entitlement fees directly to Planning. Those funds are already accounted for in Planning’s FY 2021-22 Adopted Budget.

Table 1: West LA Civic Center Project City Staff and Consultant Support Budget FY 2021 through- FY 2024	
Department and Scope	Amount
BOE: Permit Case Management (\$44,000); Project Management, Space Planning and Design Oversight (\$160,000)	\$ 204,000
GSD: Real Estate (\$62,000); Parking Management (\$11,000)	\$ 73,000
LAPD: Facilities Management; space planning; public safety input	\$ 38,000
LAPL: Facilities Management review of design and operation	\$ 12,000
LASAN: Brownsfield Program	\$ 10,000
RAP: Real Estate and Facilities Management	\$ 18,000
Subtotal West LA City Staff Support excluding Planning	\$ 355,000
Planning: Plan check; permit reviews (\$150,000 already accounted for in budget)	\$ 150,000
Subtotal City Staff Support	\$ 505,000
Consultant Support - Description	Amount
CAO: Project Management; Entitlements; Financial Feasibility and Historic Consulting	\$ 221,000
BOE: Space Planning Consultant	\$ 250,000
LASAN: Phase II Review	\$ 6,000
Subtotal Consultant Support	\$ 477,000
Contingency	\$ 68,000
Total West LA City Staff Support + Consultant Support + Contingency Budget	\$1,050,000

Process for Deposit of Funds and Reimbursements to the City

The City and Developer agreed on November 17, 2021 that instead of providing the funds exclusively on a reimbursement basis, West LA Commons would deposit the Year 1 funding of \$519,650 upon Council approval of this report, as City Departments have incurred costs since July 1, 2021. The Developer will make additional deposits with the City in \$100,000 increments (“the Deposit”) which shall not accrue interest per Section 1.4 of the ENA, “City Consultant Cost Deposit”. Whenever the Deposit balance falls below \$50,000, the Developer will replenish the account so that the City may cover its expenses, promptly, following written notification from the City.

The City PMT, with direct assistance from BOE, will document consultant and staff costs incurred under the ENA, track spending against the budget, and periodically update the estimated budget. Per the ENA, the City reserves the right to make changes to the budget, as long as the total expenditures do not exceed the cap. For FY 2021-22, we anticipate that \$594,650 will be utilized based on the workplan for predevelopment and design. The following table identifies the Departments, funds and accounts that need to be authorized for FY 2021-22.

Table 2: West LA Civic Center City Staff and Consultant Support Budget Year 1 FY 2021-22	
Department and Accounts	Amount
BOE: Permit Case Management (\$22,000); Project Management, Space Planning and Design Oversight (\$80,000)	\$102,000
GSD: Real Estate (\$31,000); Parking Management (\$5,500)	\$36,500
LAPD: Facilities Management; space planning; public safety input	\$19,000
LAPL: Facilities Management review of design and operation	\$6,000
LASAN: Brownsfield Program	\$10,000
RAP: Real Estate and Facilities Management	\$9,000
Subtotal City Staff Support excluding Planning	\$182,500
*Planning: Plan check; permit reviews included in FY 2021-22 Adopted Budget	\$ 75,000
Year 1 FY 2021-22 Subtotal City Staff Support	\$257,500
Consultant Support Budget FY 2021- 22	
Description	Amount
CAO: Project Management and Entitlement, Financial Feasibility and Historic Consulting Services	\$ 143,650
BOE: Space Planning Consultant	\$ 187,500
LASAN: Phase II Consultant Review	\$ 6,000
Year 1 FY 2021-22 Subtotal Consultant Support	\$ 337,150
TOTAL YEAR 1 FY 2021-22 CITY STAFF AND CONSULTANT SUPPORT BUDGET	\$594,650

**Total Year 1 Budget \$519,650 requires approval; Amount EXCLUDES \$75,000, already in FY 2021-22 Adopted Budget*

Council approval of the report recommendations will acknowledge the projected three-year West LA Civic Center City Staff Support Budget of \$1,050,000 to fund City staff time and consultant costs in multiple departments and approve the FY 2021-22 Budget of \$594,650.

FISCAL IMPACT STATEMENT

Approval of the recommendations in the report will recognize a total three-year budget for City staffing and consultant support of \$1,050,000 and approve Year 1 of the City Staff and Consultant Budget of \$594,650, of which \$75,000 is already recognized and included in the Department of City Planning 2021-22 budget. The new receipts to the FY 2021-22 Adopted Budget of \$519,650 will cover staff and consultants costs and will not have an impact on the General Fund. Any potential additional fiscal impact from the future completion of the redevelopment are unknown at this time.

FINANCIAL POLICIES STATEMENT

The actions recommended in this report comply with the City's Financial Policies in that approval of the report will result in the recovery of certain funds to offset City staff support costs dedicated to the redevelopment of the West LA Civic Center Project.

MWS:YC/JVW/EB
Doc Id: 15220005

Attachment A: Executed ENA between City of Los Angeles and West LA Commons

EXCLUSIVE NEGOTIATING AGREEMENT

BY AND BETWEEN

THE CITY OF LOS ANGELES

AND

WEST LA COMMONS, LLC

This Exclusive Negotiating Agreement (the “Agreement”) is entered into as of this 26th day of May, 2021 by and between the City of Los Angeles acting through the Office of the City Administrative Officer (the “City”), and West LA Commons, LLC, a Delaware limited liability company (the “Developer”), as such term is more fully defined in Section 1.3), with reference to the following facts:

RECITALS

A. The City owns in fee certain real properties located at 11401 – 11409 W. Iowa Avenue, 1653 - 1657 S. Purdue Avenue, 1640 - 1652 S. Purdue Avenue, 11343-11359 W. Iowa Avenue, 1645 - 1667 Corinth Avenue, 11342 – 11358 W. Idaho Avenue, 11343 – 11353 W. Idaho Avenue, 1619 S. Corinth Avenue, and 11332 – 11338 W. Santa Monica Avenue, Los Angeles, California 90025 (Assessor Parcel Numbers 4261-011-911, and a portion of 4261-010-908), which are improved sites, and collectively commonly known as the West Los Angeles Civic Center (the “Site”), as particularly described in the attached Legal Description as Exhibit A, and set forth in the attached Site Access Map as Exhibit B, each of which are incorporated herein by this reference.

B. The improvements that comprise the Site include the West Los Angeles Civic Center Building, the Felicia Mahood Multipurpose Center, the paved parking lot at the corner of Iowa and Purdue, the parking lot between Corinth, Iowa and Purdue, open space, including a bandshell, and the portion of Purdue used as a private drive, all as identified on the Site Access Map.

C. On November 5, 2019, the County of Los Angeles (“County”) authorized the execution of a Lease-to-Purchase agreement with the Judicial Council of California for the purchase of the property located at 1633 Purdue Avenue, Los Angeles, California 90025, commonly known as the West Los Angeles Courthouse (Assessor Parcel Numbers 4261-011-908, -909, -910, -913, -914, -915) (“County Property”) which is located adjacent to the Site and subsequently began pursuing its redevelopment.

D. In furtherance of these efforts and to support a more comprehensive development solution, the City desired to explore opportunities to develop the Site in conjunction with the County’s development of the County Property, in a manner that aligns with the respective public policy goals of both parties.

E. On April 29, 2020, the Los Angeles City Council authorized the execution of a Memorandum of Understanding with the County, as well as the issuance of a joint Request for Proposals to select a qualified development team to create a mixed-use development at the West Los Angeles Civic Center, which will include municipal space, commercial space, housing and retail.

F. On May 15, 2020, the City and the County released a joint Request for Proposals (“RFP”) (as amended pursuant to subsequent Addendums to the Request for Proposals). Four responses were submitted by the due date of September 1, 2020. The responses were scored by a selection panel and a recommendation was made to City Council for the team with the highest score.

G. On February 24, 2021 the Mayor and City Council approved the overall development program and mix of uses for the combined properties and selected the Developer as the developer to exclusively participate in the exclusive negotiation agreement (“ENA”) process. The Developer’s proposal, as it may be modified by subsequent negotiations between the Parties and input provided during the Negotiating Period, defined in Section 1.2, below, shall be referred to in this Agreement as the “Proposed Project.” The City Council has directed City staff to enter into negotiations with the Developer for the potential development and disposition of the Site. For the avoidance of doubt, the “Proposed Project” shall consist only of the development of the Site; the development of the County Property shall be negotiated between Developer and the County pursuant to a separate ENA.

H. The purpose of this Agreement is to establish the process and standards for the negotiation between the City and the Developer (hereinafter each a “Party” and collectively the “Parties”) with regard to the Proposed Project for consideration by City Council and Mayor. If approved by City Council and Mayor, the Parties will execute one or more agreements for disposition (such as a Disposition and Development Agreement, Purchase and Sale Agreement, Covenant Agreement, long-term Ground Lease, and/or other agreements as determined by the Parties) of the Site and development of the approved Proposed Project (“Definitive Agreements”). As more fully set forth in Section 3.1, below, this Agreement does not grant the Developer or any successor the right to acquire the Site, to develop the Proposed Project, or to construct any improvements on the Site.

I. The execution of the Definitive Agreements by the City is subject to and contingent upon the City Council’s approval after compliance with the California Environmental Quality Act (“CEQA”) and the National Environmental Policy Act (“NEPA”), if and as applicable for the Proposed Project.

J. Developer represents that it is owned directly or indirectly by AvalonBay Communities, Inc., a Maryland corporation (“AvalonBay”) and Abode Communities, a California non-profit corporation (“Abode”). It is anticipated that AvalonBay and Abode will likely independently develop certain portions of the Proposed Project and therefore each may request to separately enter into agreements, including, without limitation, separate Definitive Agreements, with the City in order to accommodate the financing and

development of the Proposed Project. The Parties anticipate that separate Definitive Agreements may be entered into and/or assigned to City approved affiliated entities of AvalonBay and Abode.

K. The City and Developer acknowledge that it is anticipated that the Developer will likely enter into an exclusive negotiating agreement with the County concurrently with this Agreement (“County ENA”). The City and Developer acknowledge that if Developer is unable to enter into the County ENA or if the County ENA is terminated without Developer and the County entering into definitive agreements for the development of the County Property, then this Agreement may be terminated by Developer as set forth herein.

L. The County has been designated as the “Lead agency” for the purposes of compliance with environmental review requirements under CEQA for the County Property and the Proposed Project. City is required to comply with CEQA in its capacity as a “Responsible agency,” as defined in Public Resources Code §21069, in connection with the consideration and analysis of the environmental impacts of the development of the Proposed Project. Because the City has not committed to any project, including the Proposed Project, and has not completed environmental review pursuant to CEQA, this Agreement does not constitute or evidence an approval by the City of, or commitment of the City to, any action for which prior environmental review is required under CEQA. The City retains the absolute sole discretion to make decisions under CEQA with respect to the Proposed Project, which discretion includes: (i) deciding not to proceed with development of the Proposed Project, (ii) deciding to proceed with development of the Proposed Project, and (iii) deciding to proceed with any alternative development of any portion of the Site. There shall be no approval or commitment by the City regarding the Proposed Project or the transactions related thereto, or any alternative development of any portion of the Site, unless and until the City, or other agency serving as the Lead Agency with respect to the Proposed Project, considers the environmental impacts of the Proposed Project, in full compliance with CEQA and NEPA, if applicable for the Proposed Project.

WITH REFERENCE TO THE FACTS RECITED ABOVE, City and Developer agree as follows:

ARTICLE 1. RIGHT TO NEGOTIATE EXCLUSIVELY

Section 1.1 Good Faith Negotiations.

a. During the Negotiating Period described in Section 1.2, below, City and the Developer shall diligently and in good faith negotiate the terms of the Definitive Agreements, for the development of the Proposed Project on the Site, and shall cooperate in conducting such Proposed Project feasibility activities as each Party deems reasonably appropriate (the “Negotiations”). During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in the schedule attached as Exhibit C to this Agreement (as the same may be modified in accordance with the

Agreement, the “ENA Schedule of Performance”) to facilitate the negotiation of mutually satisfactory Definitive Agreements.

b. The issues to be addressed during the Negotiations shall include, but will not necessarily be limited to, the following: the uses to be constructed and operated on the Site; the total development costs and financing of the Proposed Project; the nature, timing and amount of financial investment in the Proposed Project by the Developer; the nature and amount of financial contribution for the municipal uses in the Proposed Project by the City; the prerequisites for Developer to apply for and secure Low-Income Housing Tax Credits for one or more of the affordable housing components, access to which is controlled by the Housing Department of the City of Los Angeles (HCIDLA) through its Affordable Housing Managed Pipeline program; the price and terms of the potential long-term lease or other disposal of the Site to Developer; remediation of any adverse Site conditions, including, but not limited to, the presence of hazardous materials; discretionary land use approvals (if applicable) and Developer’s responsibility to obtain all entitlements and environmental clearances; the development schedule for the Proposed Project; marketing and management of the Proposed Project; design and aesthetic considerations of the Proposed Project; Site layout; preliminary design and architectural concepts and plans; the quality and type of construction; and the provision of community benefits and public improvements related to the Proposed Project.

c. As part of the Negotiations, Developer shall make available such additional staffing, consultants and other resources as may reasonably be required for the timely resolution of issues which may arise during Negotiations and for the expeditious review of documents to be prepared by or on behalf of City. It is anticipated that, except as City may otherwise determine, the Negotiations and other meetings between the Parties during the Negotiating Period shall take place at City’s offices or other locations in Los Angeles, or through the use of telephone conference or online meeting software, and, unless otherwise expressly authorized by the City, all draft Definitive Agreements shall be prepared by the City, its attorneys and/or consultants and provided to Developer and Developer’s attorneys and consultants for review and comment. During the Negotiating Period, Developer agrees to participate in a community engagement process, as requested and hosted by the City, in addition to all Developer-initiated community outreach. Any such City or County hosted meetings will update the community on the progress of Negotiations, and will seek community input on Proposed Project design, environmental, and other issues. During the Negotiating Period, Developer agrees to participate in meetings with local stakeholders as requested by the City.

d. Each Party acknowledges and agrees that the other Party shall be deemed to be acting in good faith so long as it makes reasonable efforts to attend scheduled meetings (either in person or telephonically), directs its consultants to cooperate with the other Party, provides information reasonably necessary to the Negotiations to the other Party, and uses commercially reasonable efforts to timely review and return with comments all correspondence, reports, documents, or agreements received from the other Party that require such comments.

Section 1.2 Negotiating Period.

a. Subject to extension due to the extension rights provided in this Section 1.2, the negotiating period under this Agreement shall be eighteen (18) months from the date of execution of this Agreement (“Effective Date”), unless extended pursuant to the provisions of this Section 1.2 (the “Negotiating Period”). If the Definitive Agreements have not been executed by the Parties by the expiration of the Negotiating Period, then this Agreement shall terminate and neither Party shall have any further rights or obligations under this Agreement, except for the indemnifications as set forth in Sections 2.2, 2.3 and 3.4. Notwithstanding the foregoing, the Negotiating Period shall be subject to four (4) extension options of ninety (90) days each, exercisable in accordance with the following:

1. With respect to the first two (2) extension options of ninety (90) days each (for an aggregate total of one hundred eighty (180) days), the Negotiating Period may be extended by either Developer, in order for Developer to complete its environmental review of the Proposed Project, or by City, in each case by delivery of written notice to the other Party at least ten (10) Business Days prior to the then expiration date of the Negotiating Period (as it may be extended).

2. Thereafter, with respect to the remaining two (2) extension options of ninety (90) days each (for an aggregate total of one hundred eighty (180) days), the Negotiating Period may be extended by the City Administrative Officer, in his/her sole discretion, by delivery of written notice to Developer at least ten (10) Business Days prior to the then expiration date of the Negotiating Period. Except as expressly provided in this Section 1.2, the Negotiating Period may be extended only by written amendment to this Agreement, and no other act or failure to act by City or any of its representatives shall result in an extension of the Negotiating Period.

If an extension is not granted or otherwise authorized by this Section 1.2, then this Agreement shall terminate upon the expiration of the Negotiating Period and the Parties shall have no further rights or obligations, except for those rights and obligations that expressly survive the termination of this Agreement.

b. If the Definitive Agreements are executed by both Parties, then upon such execution this Agreement shall terminate, and all rights and obligations of the Parties shall be as set forth in the executed Definitive Agreements.

c. This Agreement may also be terminated if the Parties mutually agree in writing that a successful consummation of the Negotiations is impossible. In addition, the City may terminate this Agreement prior to the issuance of the Notice of Preparation (NOP) for the Proposed Project, or prior to a determination by County that an NOP is not required for the Proposed Project, upon thirty (30) days’ prior written notice to Developer, if the City in good faith determines any of the following: (i) a successful consummation of the transaction contemplated by this Agreement is not likely in City’s reasonable determination, (ii) the Proposed Project is not feasible in City’s reasonable determination, (iii) the Proposed Project is not capable of being financed in a commercially reasonable manner, or (iv) the Proposed Project is not likely to be developed and constructed in a

timely manner in City's reasonable determination, provided, that, if the City terminates this Agreement pursuant to the foregoing, Developer shall be entitled to a return of the remaining balance of the Deposit.

d. In the event that the Developer and the County do not enter into the County ENA within forty-five (45) days of the Effective Date, or if the County ENA is thereafter terminated prior to the expiration date of the Negotiating Period hereunder without Developer and County entering into a definitive agreement for development of the County Property, then Developer shall have the option, exercisable in Developer's sole discretion, to terminate this Agreement provided that, before exercising such option, Developer and the City shall negotiate, in good faith, alternative development proposals for the Site for a period of sixty (60) days, unless such period is extended by written agreement of Developer and City.

e. In the event that County secures and documents an extension of the Purchase Option Deadline, as such term is defined in that certain Lease to Purchase Agreement between the Judicial Council of California and County, dated November 5, 2019, and which is identified as January 31, 2023, and County proceeds to obtain approval from the Board of Supervisors for extension of the term of the County ENA, then City will use diligent, good faith efforts to secure approval from the City Council to extend the Negotiating Period by the same amount of time as the extension of the term of the County ENA. Any such extension of the Negotiating Period shall be documented as an amendment to this Agreement.

Section 1.3 Exclusive Negotiations.

During the Negotiating Period, City shall not negotiate with any person or entity, other than the Developer, regarding development of the Site or any portion thereof, or solicit or entertain bids or proposals to do so. The term "Developer" shall mean West LA Commons, LLC, a Delaware limited liability company, as of the date of this Agreement. Developer acknowledges, however, that City may, from time to time, be contacted by other developers regarding the Site and that such contact is permitted so long as City does not initiate the contact, does not engage in substantive communications, and indicates to such other developers that City has executed this Agreement with the Developer and that City is unable to discuss these Negotiations, or consider or entertain any offer or proposals, or to negotiate with any other developer with respect to the Site until this Agreement expires or is terminated. Notwithstanding the above, the City reserves the right to update the public regarding the project.

Section 1.4 City Consultant Costs Deposit.

a. The Developer acknowledges that the City will expend substantial resources in the negotiation and performance of this Agreement. Within five (5) Business Days of the Effective Date, the Developer shall deposit with the City the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (the "Deposit") which shall not accrue interest. At the City's election, the Developer may provide the Deposit in the form of cash, an irrevocable direct pay letter of credit, a pledged certificate of deposit, an interest

bearing account that is controlled by City, or such other form of security acceptable to City in its sole discretion.

b. During the Negotiating Period, and subject to the limitations on use of the Deposit as set forth in Section 1.4(c), below, whenever the Deposit balance falls below FIFTY THOUSAND DOLLARS (\$50,000.00), Developer will replenish the Deposit up to the maximum original Deposit amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), reasonably promptly following written notice from the City. Notwithstanding the foregoing to the contrary, the requirement for Developer to replenish the Deposit in accordance with this Section 1.4(b) shall be conditioned upon Developer's receipt of reasonably documented evidence of the City's out-of-pocket costs incurred in accordance with Section 1.4(c), below. Application and use of the Deposit funds by the City shall be governed by this Section 1.4.

c. The Parties acknowledge and agree that the Deposit shall only be used by the City to offset the City's staffing costs and third-party costs, and expenses in connection with the Negotiations, preparing the Definitive Agreements, analyzing the financial feasibility of the Proposed Project, and any City-required work to comply with the terms and conditions of this Agreement. The City's staffing costs shall include, but not be limited to, administrative costs directly relating to the review and approval of the Proposed Project by various City departments, exclusive of the Chief Legislative Analyst, City Administrative Officer, and City Attorney, and includes the preparation, coordination, and review of necessary studies (including environmental documents and environmental and economic studies) and the Definitive Agreements ("Staffing Costs"). Third-party costs shall include, but are not limited to, fees and expenses of outside counsel, environmental, soils, geotechnical, traffic, and project management and economic consultants engaged by the City for services relating to the Proposed Project and the preparation of the Definitive Agreements ("Consultant Costs"). City will provide to Developer a non-binding, good faith written estimate of the City's Staffing Costs and Consultant Costs (the "Anticipated City Budget") within ten (10) days of the Effective Date. The City agrees that Developer's responsibility for the payment of Staffing Costs and Consultant Costs shall not exceed One Million, Fifty Thousand Dollars (\$1,050,000.00).

d. Developer acknowledges and agrees that, for administrative efficiency, City may request that Developer receive invoices directly from, and pay such invoices directly to, individual City departments (including, without limitation, the Department of City Planning and the Bureau of Engineering) (the "City Department Invoices"). In such event, Developer will reasonably promptly pay such City Department Invoices and City will not use the Deposit funds for payment of such City Department Invoices (including any Staffing Costs or Consultant Costs reflected therein) unless Developer fails to pay such City Department Invoices within the timeline reasonably required by the individual City departments generating such City Department Invoices and after notice of delinquent payment is delivered to Developer in writing in accordance with Section 3.2 and Developer fails to pay for a period of ten (10) Business Days.

e. To the extent there is a positive balance of Deposit funds remaining at the end of the Negotiating Period or termination of this Agreement other than as provided in

Section 1.4(f), below, and the Definitive Agreements have not been entered into, City shall return the remaining Deposit, less any break-up fees or termination fees due under any contracts between City and third-party consultants that are terminated due to a termination of this Agreement and without interest, to the Developer along with an accounting of the Staffing Costs and/or Consultant Costs and break-up/termination fees, if any, incurred by the City. None of the Deposit funds shall be used as a credit against the lease price for the property, or for any other consideration related to the transaction, except as may be otherwise expressly provided in the Definitive Agreements.

f. If this Agreement is terminated by the City due to an uncured Default, as defined in Section 3.6(a), below, by Developer, then the entire balance of the Deposit remaining at the time of such termination shall be retained by City as liquidated damages, as more fully provided in Section 3.6(c)(2), below.

g. If performance of this Agreement results in execution of the Definitive Agreements, the disposition of the remaining Deposit, if any, shall be as provided for in such Definitive Agreements.

Section 1.5 Definitive Agreement Terms and Conditions.

The essential terms and conditions of the Definitive Agreements to be negotiated and drafted pursuant to this Agreement shall be guided by the following requirements and conditions:

a. The Negotiations shall be based on and guided by, and the Definitive Agreements shall incorporate, the objectives, parameters, development requirements, terms, conditions, and other requirements set forth in the City Council action by which negotiation and execution of this Agreement was approved, any applicable City Design for Development or Development Guidelines, the development plan, and the Proposed Project; provided, however, the City acknowledges and agrees that Developer may propose material changes to the Proposed Project based on market conditions, further site analysis (including environmental disclosures), and information revealed during the Negotiating Period.

b. The Definitive Agreements shall be subject to all applicable ordinances, policies, and requirements of City, as well as State and federal law, including but not limited to compliance with the Standard Provisions for City Contracts, a copy of which is attached as Exhibit D; provided, that, the Parties shall negotiate in good faith the Standard Provisions for City Contracts to the extent such Standard Provisions are not applicable to the Proposed Project.

c. The Definitive Agreements shall contain a scope of development consistent with the Proposed Project plans approved by the City during the entitlement process and analyzed for environmental impacts under CEQA. The Parties acknowledge and agree that, prior to the City Council approval of the Definitive Agreements, the Proposed Project may be modified by the Parties, including, but not limited to, changes to the mix of uses,

total development density, and design, as may be necessary to construct a feasible development project on the Site.

d. The Definitive Agreements shall contain a comprehensive schedule of performance setting forth the respective times in which City and the Developer are obligated to perform their respective obligations, as further detailed in Section 2.9, below (the “Definitive Agreement Schedule of Performance”).

e. The Definitive Agreements shall include provisions describing the financing for the Proposed Project, including a “sources and uses” budget, and a feasible method of financing reasonably demonstrating to City the availability of all funds needed to complete the construction of the Proposed Project. The Definitive Agreements shall require the submittal of documentation of all proposed construction loans and developer equity needed to carry out the proposed method of financing. The Developer agrees to make continuing full disclosure to the City of its proposed methods of financing the Proposed Project.

f. The Definitive Agreements shall set forth the price and terms of and conditions precedent to the sale or lease of the Site by City to Developer.

g. The Definitive Agreements shall provide the terms and conditions for Developer’s assignment of its interests, including assignments of security interests in the property for financing purposes in the Definitive Agreements.

Section 1.6 Covenant Agreement

a. The conveyance of the City’s interests in the Site shall be subject to one or more agreements requiring the development, use, and maintenance of real property for economic development. Such agreements (“Covenant Agreement”) shall require as a condition precedent to the conveyance that one or more use restrictions be imposed on or recorded against the conveyed interest restricting the development and use and requiring the maintenance of such real property so as to insure that the economic development purpose for which the conveyance was made is fulfilled for such period of time as is determined to be appropriate. (“ED Restrictions”) The Covenant Agreement shall either be incorporated into or be an exhibit to the Definitive Agreements.

b. The conveyance of the City’s interest in the Site shall be further conditioned upon lease terms or the recordation of an additional use restriction which shall contain use and rental restrictions setting forth the amount, duration, and affordability levels of the Affordable Housing, which affordability levels shall be consistent with the Developer’s RFP response (“Housing Restrictions” and, collectively with the ED Restrictions, the “Use Restrictions”) unless deviations are otherwise agreed to in writing by the Parties.

c. The Use Restrictions, if recorded, may be recorded either separately or in a single document as agreed upon by the Parties. The Use Restrictions, if recorded together, shall be recorded in first position against the Developer’s fee interest in the Site and shall not be subordinate to any other lien or restriction incurred by the Developer. In the event that the Use Restrictions are recorded separately, the Housing Restrictions

shall be recorded first and the ED Restrictions shall be recorded second, neither of which shall be subject to subordination.

Section 1.7 Confidentiality Agreement

a. The Developer acknowledges that the City will need sufficient, detailed information about the economic feasibility of the Proposed Project to negotiate and make informed decisions about the content and approval of the Definitive Agreements. Generally, all records (documents and materials) submitted by the Developer and received by the City ("Submitted Materials") are considered public records, and are subject to disclosure to the public unless exempt from disclosure pursuant to the Public Records Act (California Government Code section 6250 et seq.) ("CPRA"). If a request under the CPRA is made for any of the Submitted Materials, the City shall promptly notify the Developer and the Parties shall cooperate in good faith to, within the response timeframes set forth in the CPRA, determine whether any of the requested documents are, or information contained therein is, exempt from disclosure under the CPRA. Developer shall have an opportunity, within the CPRA response timeframes, to redact information that is not subject to disclosure under the CPRA and provide such redactions to the City for its review under the conditions set forth in this Section 1.7.

b. The Developer acknowledges and agrees that the City may share Submitted Materials provided by the Developer (e.g., of a financial and potential proprietary nature) with third-party consultants and attorneys who have been engaged to advise the City concerning matters related to this Agreement as part of the negotiation and decision-making process, provided that the City requires such third-party consultants and attorneys to comply with the confidentiality provisions set forth in this Agreement.

c. If the Developer asserts that any portion of Submitted Materials are subject to a legal exception to public disclosure under the CPRA, the Developer may seek to shield certain portions of its documents and reports from disclosure by: (1) clearly labeling the relevant Submitted Materials as "Confidential," "Trade Secrets" or "Proprietary", (2) upon request from the City, providing additional information regarding the legal basis for exception from disclosure under the CPRA, and (3) defending, indemnifying, and agreeing to hold harmless City regarding any claim by any third-party for public disclosure of the withheld portion(s) of the Submitted Materials. Developer and City shall cooperate to retain confidential information submitted by Developer as confidential to the extent permitted by law.

d. City shall notify the Developer to the extent that the City receives a request to disclose any Submitted Materials that are clearly marked as "Confidential," "Trade Secrets" or "Proprietary," and the City's determination regarding whether such documents must be disclosed. If the City determines that there is a legal basis for withholding such such documents, or portions thereof, from public disclosure, the City shall not disclose the documents, or portions thereof, and shall take all reasonable steps to withhold the disclosure of such documents, or portions thereof, unless compelled by court order; provided that the Developer shall defend, indemnify, and hold harmless the City regarding any claim or litigation by any third-party for such public disclosure, and such obligation

shall survive the termination of this Agreement and any expiration of the Negotiating Period.

e. To the extent that the City receives a request to disclose any Submitted Materials, and the City does not identify a legal basis to withhold disclosure of the Submitted Materials, the City shall provide prompt written notice to the Developer, and the Developer shall be given a reasonable opportunity to seek a court order or protective order to preclude the City from disclosing such Submitted Materials, or applicable portion thereof, provided that in such event the Developer shall defend, indemnify, and hold the City harmless regarding any claim or litigation by any third-party, and such obligation shall survive any termination of this Agreement and any expiration of the Negotiating Period.

f. Except as expressly set forth above in this Section 1.7, City shall disclose all Submitted Materials as required by law.

Section 1.8 Identification of Negotiating Representatives.

The Developer's point of contact to negotiate the Definitive Agreements with City shall be: Yolanda Chavez, Assistant General Manager and Jacqueline Vernon Wagner, Chief Administrative Analyst.

The representatives of Developer's development team for the Proposed Project shall be as follows:

- Mark Janda and William Lee, AvalonBay Communities, Inc.
- Sara Tsay and Lara Regus, Abode Communities

Either Party may designate a substitute representative and consultants by giving written notice to the other Party of the name of such substitute representative.

ARTICLE 2. NEGOTIATION TASKS

Section 2.1 Overview.

To facilitate Negotiations, the Parties shall use reasonable good faith efforts to accomplish the tasks set forth in the ENA Schedule of Performance in the timeframe set forth therein so as to support negotiation and execution of mutually acceptable Definitive Agreements prior to the expiration of the Negotiating Period. The dates set forth in the ENA Schedule of Performance for the performance of various tasks by the Developer may be extended by City in its sole, but reasonable, discretion.

Section 2.2 Reports.

a. Developer shall provide City with copies of all final reports, studies, analyses, correspondence, schematic design drawings, and similar documents, prepared or commissioned by Developer related to this Agreement or the Proposed Project, promptly upon their completion and delivery to Developer, all of which reports, studies, analysis, correspondence, drawings and documents shall be prepared and undertaken at

Developer's sole cost and expense (collectively, the "Development Documents"). City shall provide the Developer with copies of all Development Documents prepared or commissioned by City with respect to this Agreement and the Proposed Project promptly upon their completion and delivery to City. Nothing in this Section 2.2 obligates City to undertake any studies or analyses. This provision shall not apply to Development Documents prepared by either Party that are confidential or prepared for internal use only. Any document provided to any Party pursuant to this section shall be without representation or warranty whatsoever, express or implied, by the providing Party and subject to the rights of preparers thereof.

b. Upon City's request and subject to Developer's identification of certain information as confidential or proprietary (including, without limitation, Developer's financial information), Developer shall either provide to, or make such information reasonably available for review by, City, or by City's agents, negotiators and consultants, such detailed information concerning the Proposed Project that City shall reasonably require in order to make informed decisions about the content and approval of the Definitive Agreements.

c. Developer acknowledges that all Development Documents, including, but not limited to, those prepared by Developer's consultants' and contractors', submitted to City pursuant to this Agreement shall become the property of City, and will be subject to the disclosure requirements of the CPRA as provided in Section 1.7, above. Further, notwithstanding anything herein to the contrary, in the event that this Agreement expires or is terminated without the Parties entering into the Definitive Agreements, City shall release Developer and its contractors and consultants from liability for any future actions of City or any of its successors and assigns in connection with the usage of the Development Documents from and after the date of expiration or termination of this Agreement and City shall similarly require a release of liability from any third-party to which it provides any Development Document.

Section 2.3 Test, Surveys and Site Access.

a. During the Negotiating Period, subject to the consent or approval of any owners of property not owned by Developer or City, Developer may conduct such tests, surveys, and other analyses of the Site as Developer deems necessary to determine the feasibility of the Proposed Project, and shall complete such tests, surveys, and other analyses as reasonably promptly as possible within the Negotiating Period, all at Developer's sole cost and expense. City shall provide to Developer, its agents, consultants, contractors, subcontractors, employees, officers and representatives the right to enter onto the Site and to conduct such tests, surveys, and other procedures (the "Tests") after entering into a written "Right of Entry" agreement with City. Each Right of Entry shall have a specified time limit and authorized activities. Developer shall indemnify and hold harmless City from any loss, cost, or damage (including, without limitation, reasonable attorneys' fees) arising out of any such entry (whether such property is owned by City or any third-party) by Developer, agents, consultants, contractors, subcontractors, employees, officers or representatives. Notwithstanding the foregoing to the contrary, the foregoing indemnity, defense and hold harmless obligations do not apply to (a) any loss,

liability, cost, claim, damage, injury or expense to the extent arising directly from the grossly negligent acts or omissions or willful misconduct of the City, or (b) any diminution in value in the Site arising from or relating to the mere discovery of pre-existing physical conditions or hazardous substances at the Property, except to the extent Developer aggravates such pre-existing physical condition or hazardous substances.

b. The term “hazardous substances” as used herein shall mean any material or substance that is (a) a “hazardous substance” pursuant to Paragraph 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), Paragraph 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321; (b) a “hazardous waste” pursuant to Paragraph 1004 or Paragraph 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §6903, 6921; (c) a toxic pollutant under the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (d) a “hazardous air pollutant” under Paragraph 112 of the Clean Air Act, 42 U.S.C. §7412; (e) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §1802(4); (f) toxic or hazardous pursuant to regulations promulgated under the aforementioned laws; or (g) a risk to the environment under any other applicable federal, state or local laws, ordinances or regulations.

c. Prior to making any entry upon property owned by City pursuant to this Agreement, Developer shall deliver to City documentation of certain insurance requirements as prescribed by City’s Risk Manager, which are set forth on Exhibit E of this Agreement, naming City as additional insureds. The insurance policy shall cover all liability and property damage arising from the presence of Developer, its agents, consultants, contractors, subcontractors, employees, officers or representatives on the Site during the conduct of the Tests. Each incident of site access requires permission from the City Departments that control the part of the Site for which access is required as set forth on the Site Access Map. As of the Effective Date, those City Departments include the Department of General Services, the Department of Recreation and Parks and the Los Angeles Police Department. The City’s representative listed in Section 1.8 is the contact for coordination for site access.

Section 2.4 Environmental Review.

a. Within the time set forth in the ENA Schedule of Performance, the Developer shall prepare and submit to City such plans, specifications, drawings, and other information, as specified by City, that are reasonably necessary to undertake the environmental review process as, required by the California Environmental Quality Act (“CEQA”) and the National Environmental Policy Act (“NEPA”), if and as applicable for the Proposed Project. All environmental documentation required by CEQA and NEPA, as applicable, will be prepared at Developer’s sole cost and expense.

b. During the Negotiating Period and subject to the Developer providing the necessary information to City, the City Planning Department shall coordinate with other departments of the City to, if necessary, assist the Developer in conducting the required environmental review.

Section 2.5 Planning Approvals.

Developer acknowledges that the Proposed Project requires approvals and entitlements from the City. During the Negotiating Period, Developer shall submit site plans and designs for the Proposed Project to City and the appropriate City departments for their review within the time set forth in the ENA Schedule of Performance. City shall cooperate with Developer to provide authorization for the Developer to submit and process any land-use permit applications, any other discretionary entitlements, or any other permits necessary for the purpose of seeking approval of the Proposed Project or developing the Proposed Project at the Site.

Section 2.6 Financial Pro Forma.

Within the time set forth in the Definitive Agreement Schedule of Performance, the Developer shall provide the City with a detailed financial pro forma for the Proposed Project containing matters typically contained in such pro forma for other similar types of projects as the Proposed Project, including without limitation, a detailed development cost budget and a detailed operating income and expense estimate (“Financial Pro Forma”). The Financial Pro Forma is intended to provide the initial basis for determining the financial feasibility of the Proposed Project in connection with the negotiation of the Definitive Agreements. The Parties acknowledge that the Financial Pro Forma will continue to be refined in accordance with the Definitive Agreements.

Section 2.7 Financing Commitments.

Developer shall use good faith efforts to provide City, prior to entering into the Definitive Agreements, with executed written commitments (to the extent feasible) for construction and permanent financing for the Proposed Project. For the affordable housing components of the Proposed Project, Developer will provide a financing plan for each noting the various sources of public funding contemplated for those components, and the timeline to secure those sources once all land use approvals are secured.

Section 2.8 Community Outreach Program.

The Developer shall present to the City for its approval, the Developer’s proposed plan for conducting outreach to various community groups and stakeholders for educating and soliciting input from the public with respect to the Proposed Project, and for informing the City Council and other regulatory agencies about the Proposed Project during the Negotiating Period (“Community Outreach Program”). The Community Outreach Program must be in substantial accordance with the proposed outreach plan submitted by the Developer in its RFP response. The response should include, without limitation, a plan for use of outreach tools (e.g., mailers, brochures, forums educating the public, and a budget for publicizing the Proposed Project), along with the Developer’s strategy for publicizing the Proposed Project and for keeping the appropriate regulatory agencies apprised of the development status of the Proposed Project. The City may suggest reasonable revisions or changes to the proposed Community Outreach Program, which Developer shall implement unless implementation is financially infeasible, in which case

the Developer shall provide the City with documentation illustrating why it cannot implement the City's requested changes. During the Negotiating Period, the Parties shall mutually agree upon the proposed Community Outreach Program, and no Party shall unreasonably withhold, condition, or delay its consent to revisions or changes. The Developer agrees and acknowledges that maintaining professional working relations with the City's constituents, the public, and regulatory agencies, is critical to the City.

Section 2.9 Schedule.

Developer and City shall negotiate a detailed Definitive Agreement Schedule of Performance to be incorporated into the Definitive Agreements which shall include at a minimum but not be limited to the following:

- time for submittal of construction plans to City;
- time for satisfaction of all conditions precedent to conveyance/delivery of possession of the Site;
- closing of construction financing, as applicable;
- time for commencement of construction of the Proposed Project;
- date for completion of construction; and
- opening considerations and continuing operation of the Proposed Project.

Section 2.10 Progress Reports.

Upon reasonable notice, as from time to time requested by City, Developer shall prepare and deliver written progress reports (City acknowledging that meeting minutes will be sufficient as a written progress report) including financing and leasing activities, advising City on studies being made, and matters being evaluated by Developer with respect to this Agreement and the Proposed Project. City shall not request regular written reports more frequently than once each month. Special or ad hoc reports may be requested in addition to monthly reports.

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement.

This Agreement shall not obligate either Party to enter into the Definitive Agreements or to enter into any particular agreement. City and Developer do not intend this Agreement to be a purchase agreement, option, or any similar definitive contract, or to be bound in any way by this Agreement except to negotiate exclusively and in good faith, as provided above or as otherwise specified by this Agreement. By execution of this Agreement, City is not committing itself to or agreeing to undertake acquisition, disposition, or exercise of control over any property, or to approve any particular development project, nor is Developer committing itself to undertake the acquisition, or

Attention: Economic Development Division
200 N. Main Street, 9th Floor
Los Angeles, CA 90012

Developer: AvalonBay Communities Inc.
2050 Main Street, Suite 1200
Irvine CA 92614
Attention: Mark Janda
Email: Mark_Janda@avalonbay.com

With copy to: Abode Communities
1149 S. Hill Street, Suite 700
Los Angeles, CA 90015
Attention: Robin Hughes
Email: RHughes@abodecommunities.org

AvalonBay Communities Inc.
4040 Wilson Road, Suite 1000
Arlington, VA 22203
Attention: Legal Department
Email: legal@avalonbay.com

Mayer Brown LLP
350 S. Grand Avenue, 25th Floor
Los Angeles, CA 90071
Attention: Edgar Khalatian
Email: ekhalatian@mayerbrown.com

Bocarsly Emden LLP
633 West Fifth Street, 64th Floor
Los Angeles, CA 90071
Attention: Nicole Deddens
Email: ndeddens@bocarsly.com

Any such notice shall be deemed received on the date that it is actually received, unless it is received after 6:00 p.m. on a Business Day or on any day other than a Business Day, in which case it shall be deemed to have been received on the next following Business Day.

Section 3.3 Costs and Expenses.

The City anticipates that following execution of this Agreement, and through the Negotiating Period and preparation of the Definitive Agreements, the City, as well as certain consultants and attorneys for the City, will devote substantial time and effort in reviewing documents, proposals, plans, and meeting with the Developer, each other, and other necessary third-parties. The City acknowledges that the Developer will also expend substantial time and financial resources hereunder, and the Parties are willing to engage

in all of these activities subject to the terms and conditions set forth in this Agreement. Except as otherwise provided in this Agreement, each Party shall be responsible for and bear their respective costs and expenses incurred during and as a result of performing their activities, obligations, and negotiations pursuant to this Agreement.

Section 3.4 No Commissions.

City shall not be liable for any real estate commissions or brokerage fees that may arise from this Agreement or any Definitive Agreement that may result from this Agreement. City represents that it has engaged no broker, agent, or finder in connection with this transaction. Developer shall defend and hold City harmless from any claims by any broker, agent, or finder retained by the Developer.

Section 3.5 Use of Proposed Project Images.

Developer hereby consents to and approves the use by City of images of the Proposed Project, its models, plans, and other graphical representations of the Proposed Project and its various elements prepared by Developer or its contractors, consultants or agents (“Proposed Project Images”) in connection with marketing, public relations, special events, websites, presentations, and other uses undertaken by City in connection with the Proposed Project during the Negotiating Period. Such right to use the Proposed Project Images shall not be assignable by City to any other Party (including, without limitation, any private party) without the prior written consent of Developer. Developer shall obtain any rights and/or consents from any third-parties necessary to provide these Proposed Project Image use rights to City. In the event that the Parties enter into Definitive Agreements, City’s right to use the Proposed Project Images shall be as set forth in the Definitive Agreements.

Section 3.6 Default and Remedies.

a. Default. The occurrence of any one or more of the following events shall constitute a breach under this Agreement (each a “Breach”): (a) the failure of a Party to perform any material obligation, or to comply with any material covenant, restriction, term, or condition of this Agreement, (b) the failure by a Party, due to an act or failure to act by that same Party and not attributable to an Unavoidable Delay, as defined in Section 3.6(b), to meet the milestones set forth in the ENA Schedule of Performance, unless otherwise modified and agreed to in writing by the Parties, or (c) any material representation or warranty made by a Party proves to be intentionally false or misleading in any material respect at the time made. A Breach shall become a default under this Agreement (“Default”) if the Developer fails to cure the Breach within the following time periods: (i) for all monetary Breaches, five (5) Business Days after receipt of written notice of such monetary breach, unless otherwise modified and agreed to in writing by the Parties, (ii) for all non-monetary Breaches, twenty (20) Business Days, unless otherwise modified and agreed to in writing by the Parties, after receipt of written notice (“Cure Notice”) from the aggrieved Party specifying such non-monetary Breach in reasonable detail, delivered in accordance with the provisions of this Agreement, and (iii) for any non-monetary Breach that is not reasonably susceptible to cure within the twenty

(20) Business Day period, then, provided that the Party in Breach has promptly notified the other Party in writing of such and has commenced to cure such Breach upon receipt of the Cure Notice and shall continue to diligently pursue such cure to completion, the cure period shall be extended by the amount of time reasonably necessary to cure such Breach but in no event longer than forty (40) Business Days after receipt of the Cure Notice by the Party committing the Breach, unless extended further by City in its sole discretion (the "Outside Date").

b. Unavoidable Delay. If a Party fails to perform within the time required hereby and such failure is due to a claimed Unavoidable Delay (as defined below), then the Party claiming the delay shall have the right to extend such period equal to the duration of the Unavoidable Delay, but in no event beyond the Outside Date. The duration of the Unavoidable Delay shall be deemed to commence only after written notice of such claimed Unavoidable Delay is delivered by the aggrieved Party, provided that if written notice of such Unavoidable Delay is given within five (5) Business Days after the commencement of the delay, then the date of the commencement of the Unavoidable Delay shall be retroactive to the actual commencement date of the delay. A written notice of claimed Unavoidable Delay must reasonably specify: (i) the nature of the delay; (ii) the date the delay commenced and (if not ongoing) ended; and (iii) the reason(s), with sufficiently reasonable detail, such delay is an Unavoidable Delay. Upon the documentation of an Unavoidable Delay pursuant to this Section 3.6.b, the Outside Date shall be automatically extended by the period of the Unavoidable Delay, provided, however, under no circumstances may the extension period be for more than forty (40) Business Days as a result of the Unavoidable Delay without the written consent of both the Developer and City, which either Party may grant or withhold in such Party's sole discretion.

The term Unavoidable Delay shall mean a delay that materially impacts the ability of a party to perform and that is caused by war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics or pandemic; quarantine restrictions or "shelter in place" orders imposed by an applicable governmental authority due to COVID-19 or other pandemic or epidemic of similar nature or scope; freight embargoes; lack of transportation; governmental restrictions or priority; third-party litigation; severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; or any other causes beyond the control and without the fault of the Party claiming an extension of time to perform.

c. Remedies.

1. In the event of an uncured Default by City, Developer's sole remedy shall be to terminate this Agreement, upon which Developer shall be entitled to the return of the remaining balance of the Deposit. Following such termination and the return of the balance of the then remaining Deposit, neither Party shall have any further right, remedy, or obligation under this Agreement, except as otherwise provided herein.

2. In the event of an uncured Default by Developer, City's sole remedy shall be to terminate this Agreement and to retain the Deposit, or remaining portion thereof, as liquidated damages and not as a penalty. It is agreed that said amount constitutes a reasonable estimate of the damages to City pursuant to California Civil Code Section 1671 et seq. City and Developer agree that it would be impractical or impossible to presently predict what monetary damages City would suffer as a result of Developer's Default hereunder. Developer desires to limit the monetary damages for which it might be liable therefore and Developer and City desire to avoid the costs and delays they would incur if a lawsuit were commenced to recover damages or otherwise enforce City's rights. Following the termination of this Agreement, neither Party shall have any right, remedy, or obligation under this Agreement, except as otherwise stated herein.

d. Except as expressly provided in this Agreement, neither Party shall have any liability to the other for damages or otherwise for any Default, nor shall either Party have any other claims with respect to performance under this Agreement. Each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity and expressly waives any rights to consequential damages or specific performance from the other Party under this Agreement (except as otherwise expressly provided in this Agreement).

Section 3.7 Waiver of Default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any Default shall not operate as a waiver of said Default or of any subsequent Default, or of any rights or remedies in connection therewith. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies shall not prevent such Party from exercising its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

Section 3.8 Assignment.

The Parties acknowledge and agree that City entered into this Agreement in reliance on AvalonBay's and Abode's unique abilities to develop the Proposed Project; consequently, Developer shall have no right to assign its rights or duties under the Agreement, without prior written consent of City, which prior written consent shall not be unreasonably withheld by City for a requested assignment to affiliated entities of Developer, to the extent necessary to accommodate the financing and development of the Project. City may require Developer to submit supporting documentation for any such requested transfer. An affiliated entity of Developer is one under the Control of Developer. "**Control**" means the possession, directly or indirectly, or the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. Without limiting the generality of the foregoing, a person or entity shall be deemed to Control any entity in which it owns, directly or indirectly, a majority of the ownership interests. "Controlling" and "Controlled" shall have correlative meanings to Control. For the avoidance of doubt, City's consent and notice to City shall not be

required if a direct or indirect owner of Developer (a “**Parent Entity**”) consolidates with or merges with any other entity and either such Parent Entity is the continuing or surviving entity of such consolidation or merger, or if such Parent Entity is not the continuing or surviving entity, then the surviving or continuing entity succeeds to all or substantially all of such Parent Entity's assets. Any permitted assignment of this Agreement shall be in writing, in form and substance reasonably satisfactory to City, and shall be executed by the assignee who shall therein and thereby assume this Agreement and all of the agreements, terms, obligations, liabilities, covenants and conditions hereof on the part of Developer to be performed after the effective date of such assignment. Developer shall deliver to City a duplicate original of such assignment and assumption, in recordable form, before the same shall be effective. This Section 3.8 shall apply to each assignee of this Agreement, and each assignee shall have the right to assign this Agreement only in accordance with the provisions of this Section 3.8.

Section 3.9 Conflict of Interests.

No member, official, or employee of City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested, provided, that, the City acknowledges and agrees that (i) AvalonBay shall be under no duty to investigate whether any member, official or employee of City owns any stock, ownership or other beneficial ownership interest in AvalonBay or its publicly traded affiliates and (ii) AvalonBay shall have no liability whatsoever hereunder to the extent that a member, official or employee of City owns any stock or ownership interest in AvalonBay or any of its publicly traded affiliates.

Section 3.10 Warranty Against Payment of Consideration for Agreement.

Developer warrants that it has not paid or given, and will not pay or give, any third-party any money or other consideration for obtaining this Agreement. The Parties understand and agree that Developer has retained legal counsel and consultants in connection with this Agreement, and that such is not a violation of this Section 3.10.

Section 3.11 Non-liability of Officials, Officers, Members, and Employees.

No member, official, officer, consultant, attorney, or employee of City or the Developer shall be personally liable under this Agreement, including without limitation, in the event the Negotiations under this Agreement do not result in the Definitive Agreements for any reason, and/or in the event of any Default or breach of this Agreement, and/or for any amount which may become due under this Agreement.

Section 3.12 Developer's Obligation to Refrain from Discrimination.

Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color,

religion, creed, national origin, ancestry, sex, sexual orientation, age, disability, medical condition, or marital status, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site nor shall Developer, itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases, or vendors of the Site.

Section 3.13 Developer's Obligation Toward Equal Opportunity.

Developer shall not discriminate against any employees or applicant for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, disability, medical condition, or marital status. Developer shall conform to City's Equal Opportunity Policies regarding fairness in hiring.

Section 3.14 No Attorneys' Fees.

Neither Party in any action to enforce this Agreement shall be entitled to recover attorneys' fees and costs from the other Party (including fees and costs in any subsequent action or proceeding to enforce or interpret any judgment entered pursuant to an action on this Agreement). Each Party shall bear its own costs and fees.

Section 3.15 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce the provisions of this Agreement shall be filed in the Superior Court of the County of Los Angeles.

Section 3.16 Neutral Interpretation.

This Agreement is the product of the negotiations between the Parties, and in the interpretation and/or enforcement hereof is not to be interpreted more strongly in favor of one Party or the other.

Section 3.17 Entire Agreement.

This Agreement constitutes the entire agreement of the Parties regarding the Proposed Project and supersedes and replaces any prior agreements or understandings relating to the subject matter of this Agreement.

Section 3.18 Counterparts.

This Agreement may be executed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument. Unless otherwise prohibited by law or City policy, an electronic or scanned signature shall have the same force and effect as an original ink signature. For the purposes of this Agreement, "electronic signature" is an electronic identifier, created by computer, attached or affixed to or logically associated with an electronic record, executed or adopted by a person with the intention of using it to have the same force and

affect as the use of a manual signature, and “scanned signature” is a manual signature that has been placed on a document that has been scanned into an electronic record.

Section 3.19 Business Day.

The term “Business Day” means any day other than (a) a Saturday or Sunday or (b) a holiday observed by the City and as specified in its adopted Holiday Policy, as amended from time to time. Any performance required under this Agreement on a day that is not a Business Day shall be postponed until the next Business Day.

Section 3.20 Parties.

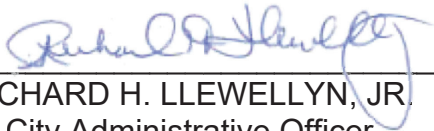
For purposes of this Agreement, the term “Parties” shall be defined as City and Developer and the term “Party” shall be defined as either City or Developer.

(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

WEST LA COMMONS, LLC
a Delaware limited liability company

By: 
RICHARD H. LLEWELLYN, JR.
City Administrative Officer

By: AvalonBay Communities, Inc., a
Maryland corporation, its member

By: _____
Mark Janda
Senior Vice President

By: WEST LA AC, LLC, A California
limited liability company, its member

By: Abode Communities, a California
nonprofit corporation, its sole member

By: _____
Lara Regus
Senior Vice President, Development

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____
Curtis S. Kidder
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business License Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

Agreement Number: C

City Final: 05-17-21

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

WEST LA COMMONS, LLC
a Delaware limited liability company

By: _____
RICHARD H. LLEWELLYN, JR.
City Administrative Officer

By: AvalonBay Communities, Inc., a
Maryland corporation, its member

By: _____
Mark Janda
Senior Vice President

By: WEST LA AC, LLC, A California
limited liability company, its member

By: Abode Communities, a California
nonprofit corporation, its sole member

By: _____
Lara Regus
Senior Vice President, Development

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

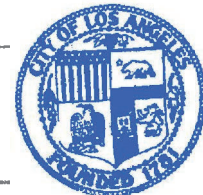
HOLLY L. WOLCOTT, City Clerk

By: _____
Curtis S. Kidder
Assistant City Attorney

By: _____
Deputy City Clerk

Date: 5-25-21

Date: 6-2-21



City Business License Number: _____
Internal Revenue Service Taxpayer Identification Number: _____
Agreement Number: C- 138393

Exhibits to be attached:

- Exhibit A Legal Description of the Site
- Exhibit B Site Access Map
- Exhibit C ENA Schedule of Performance
- Exhibit D Standard Provisions for City Contracts
- Exhibit E Form Gen 146 - Insurance Requirements

EXHIBIT A
Legal Description of the Site

THE LAND REFERRED TO HEREIN BELOW IS SITUATED LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 11, 12, 13, 14, 15, 16 AND 17 IN BLOCK 6 OF GILLIS' SUBDIVISION OF A PORTION OF THE BARRETT VILLA TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 83 PAGE 27, MISCELLANEOUS RECORDS OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF THE 15 FOOT ALLEY SHOWN IN BLOCK 6 OF GILLIS' SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 83 PAGE 27 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN THE SOUTHWESTERLY PROLONGATIONS OF THE SOUTHEAST LINE OF LOTS 10 AND 13 IN SAID BLOCK AND SUBDIVISION, TOGETHER WITH THE SOUTHWEST ONE-HALF OF SAID 15-FOOT ALLEY LYING WITHIN THE NORTHEASTERLY PROLONGATIONS OF THE SOUTHEAST LINE OF LOT 18 AND THE NORTHWEST LINE OF LOT 16 IN SAID BLOCK AND SUBDIVISION.

PARCEL 3:

THE SOUTHWESTERLY 3 FEET OF LOT 6, MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LOT, AND ALL OF LOTS 7 AND 8 OF TAFT'S SUBDIVISION, OF THE NORTHWESTERLY PORTIONS OF BLOCKS 4 AND 5 OF THE BARRETT VILLA TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 78 PAGES 83 AND 84 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOT 5 IN BLOCK "A" OF THE W. R. CHAPMAN TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTHEASTERLY 4 FEET, FRONT AND REAR THEREO

PARCEL 5:

LOTS 6 AND THE NORTHEASTERLY 4 FEET OF LOT 5 IN BLOCK "A" OF THE W. R. CHAPMAN TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

LOTS 1 THROUGH 6 AND 18 THROUGH 23 IN BLOCK "B" OF THE W. R. CHAPMAN TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM SAID LOT 21, EXCEPT THE NORTHEASTERLY 7 FEET THEREOF, THE RIGHT TO EXTRACT OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LOCATED 500 FEET BELOW THE SURFACE OF SAID REAL PROPERTY, PROVIDED THE EXTRACTION THEREOF AND THE ACCESS TO REMOVE SAME FROM SAID REAL PROPERTY CAN BE ACCOMPLISHED FROM OTHER LANDS AND IN SUCH MANNER THAT THE SURFACE OPENING OF THE WELL, HOLE OR SHAFT, OR ANY MEANS OF REACHING OR REMOVING SAID OIL, GAS OR OTHER HYDROCARBON SUBSTANCES IS NOT LOCATED ON SAID REAL PROPERTY AND DOES NOT PENETRATE ANY PART OR PORTION OF SAID REAL PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS PROVIDED IN FINAL ORDER IN CONDEMNATION RECORDED JUNE 22, 1962 AS INSTRUMENT NO. 5816.

PARCEL 7:

LOTS 1 THROUGH 4 INCLUSIVE IN BOULEVARD "A" OF THE W. R. CHAPMAN TRACT, BEING A SUBDIVISION OF A PORTION OF BLOCKS 4 AND 5 OF THE BARRETT VILLA TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO THAT PORTION OF BLOCK 5 OF THE BARRETT VILLA TRACT, AS PER MAP RECORDED IN BOOK 70 PAGES 32 THROUGH 36 OF MISCELLANEOUS RECORDS OF SAID COUNTY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE BARRETT BOULEVARD WITH THE EASTERLY LINE OF SIXTH STREET; THENCE RUNNING FROM SAID POINT OF BEGINNING, SOUTHERLY ALONG THE EASTERLY LINE OF SIXTH STREET, SOUTH THIRTY- FIVE DEGREES (35) THIRTY MINUTES (30) EAST TWO HUNDRED FIFTY-THREE AND FORTY-EIGHT HUNDREDTHS (253.48) FEET; THENCE AT RIGHT ANGLES NORTH FIFTY-FOUR DEGREES (54) THIRTY MINUTES (30) EAST ONE HUNDRED NINETY-FIVE AND EIGHT TENTHS (195.8) FEET; THENCE AT RIGHT ANGLES NORTH THIRTY-FIVE

DEGREES (35) THIRTY MINUTES (30) WEST ONE HUNDRED NINETY-TWO AND TWO-TENTHS (192.2) FEET TO THE SOUTHWESTERLY LINE OF THE BARRETT BOULEVARD; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF THE AFORESAID BOULEVARD, TWO HUNDRED FIVE (205) FEET TO THE PLACE OF BEGINNING.

PARCEL 8:

THE NORTHEAST ONE-HALF OF PURDUE AVENUE, 60 FEET WIDE, FORMERLY KNOWN AS SIXTH STREET, AS SHOWN ON THE MAP OF BARRETT VILLA TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 70 PAGES 32 TO 35 INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS VACATED BY THE CITY COUNCIL OF SAID CITY OF LOS ANGELES IN CITY ORDINANCE NO. 133,507, A CERTIFIED COPY OF WHICH WAS RECORDED JANUARY 31, 1967 AS INSTRUMENT NO. 1998 OF OFFICIAL RECORDS OF SAID COUNTY, BOUNDED AS FOLLOWS:

NORTHWESTERLY BY A LINE PARALLEL WITH AND DISTANT NORTHWESTERLY 521 FEET ALONG THE SOUTHWEST LINE OF SAID PURDUE AVENUE FROM THE NORTHWEST LINE OF IOWA AVENUE, FORMERLY COLORADO AVENUE, AS SHOWN ON THE MAP OF GILLIS' SUBDIVISION, AS PER MAP RECORDED IN BOOK 83 PAGE 27 OF MISCELLANEOUS RECORDS OF SAID COUNTY; SOUTHEASTERLY BY THE SOUTHWESTERLY PROLONGATION OF THE NORTHWEST LINE OF SAID IOWA AVENUE, AS SHOWN ON THE MAP OF SAID GILLIS' SUBDIVISION.

TOGETHER WITH THE SOUTHWEST ONE-HALF OF SAID PURDUE AVE., 60 FEET WIDE LYING WITHIN THE NORTHEASTERLY PROLONGATIONS OF THE SOUTHEAST LINES OF LOTS 10 AND 13 IN BLOCK 6 OF SAID GILLIS' SUBDIVISION.

PARCEL 9:

THAT PORTION OF IDAHO AVENUE, 50 FEET WIDE, AS SHOWN ON THE MAP OF W. R. CHAPMAN TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGE 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS VACATED BY THE CITY COUNCIL OF SAID CITY OF LOS ANGELES UNDER CITY ORDINANCE NO. 111694, A CERTIFIED COPY WAS RECORDED AUGUST 4, 1958 AS INSTRUMENT NO. 2309 OF OFFICIAL RECORDS, LYING WITHIN THE NORTHWESTERLY PROLONGATIONS OF THE NORTHEAST LINE OF LOT 6 AND THE SOUTHWEST LINE OF LOT 1, BOTH IN BLOCK "B" OF SAID W. R. CHAPMAN TRACT.

PARCEL 10:

LOTS 9 TO 15 INCLUSIVE IN BLOCK 7 OF THE GILLIS' SUBDIVISION, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER

City Final: 05-17-21

MAP RECORDED IN BOOK 83 PAGES 27 AND 28 OF MISCELLANEOUS RECORDS, IN
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. APN: 4261-010-908;
4261-012-903

EXHIBIT B Site Access Map

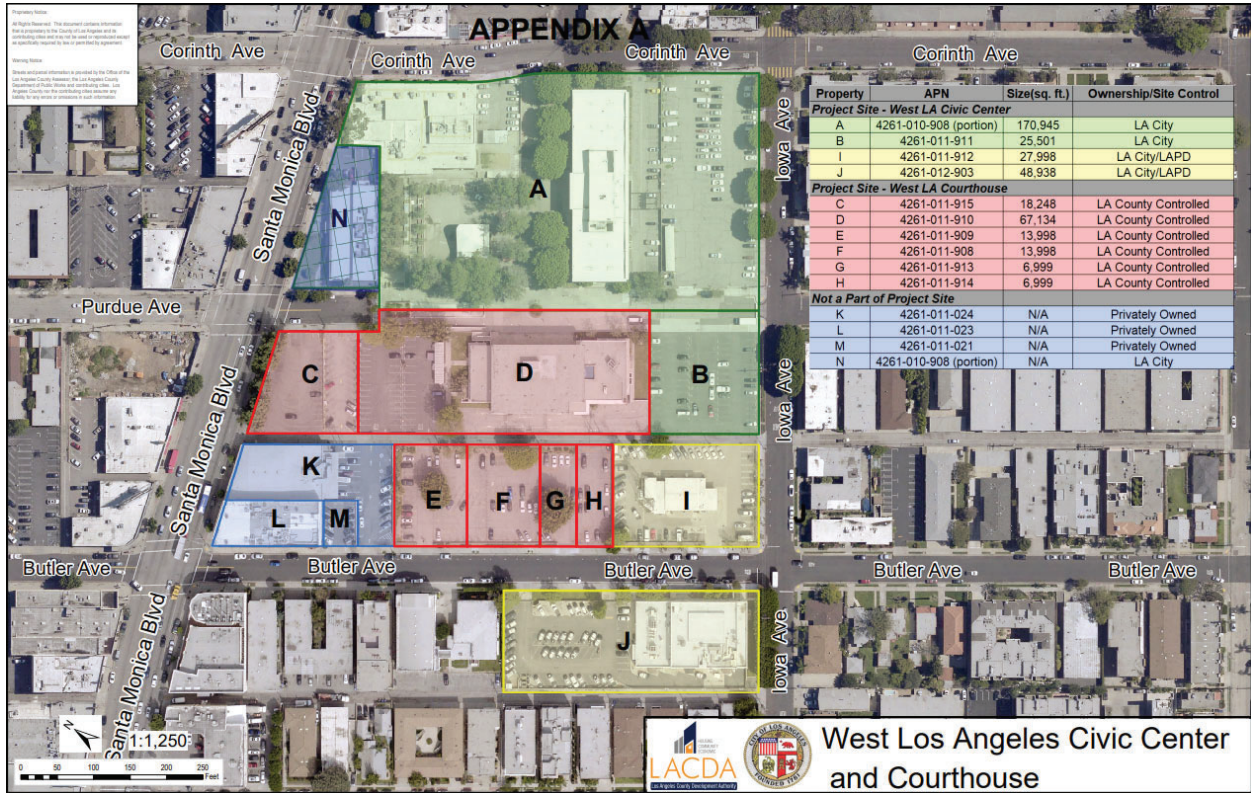


Exhibit C
ENA Schedule of Performance

**West L.A. Commons
Schedule of Performance**

	Task	Date
1.	Project website launch **	May 1, 2021
2.	West LA Sawtelle Neighborhood Council Meeting **	May 2021
3.	E-newsletter #1 launch **	May 18, 2021
4.	Applicant to submit preliminary County entitlement application for informal review **	June 14, 2021 (“Pre-Application Deadline”)
5.	Applicant to submit City pre-application entitlement materials to City **	
6.	County and City concurrence regarding key Project Description parameters	
7.	Direct mail/project brochure drop **	June 15, 2021
8.	Applicant to submit entitlement applications **	One (1) month after Pre-Application Deadline (“Application Deadline”)
9.	E-newsletter #2 **	First (1 st) week of September 2021
10.	Community meeting (Project introduction) **	Second (2 nd) week of September 2021
11.	Design charrette (open space) **	One (1) week before NOP Circulation Date
12.	County and City to finalize and circulate IS and Notice of Preparation (“ NOP ”) for comment	Sixteen (16) weeks after Application Deadline (“ NOP Circulation Date ”)
13.	Farmers Market project info booth **	Week following NOP Circulation Date
14.	County to hold public scoping meeting	Two (2) or three (3) weeks after NOP Circulation Date
15.	E-newsletter #3 **	Five (5) weeks after NOP Circulation Date
16.	NOP circulation period to close	Forty-five (45) days after NOP Circulation Date (“ NOP Circulation Period Close ”)

17.	Farmers Market project info booth **	Second (2 nd) week of February 2022
18.	E-newsletter #4 **	First (1 st) week of March 2022
19.	E-newsletter #5 **	First (1 st) week of June 2022
20.	Farmers Market project info booth **	One (1) week before DEIR Circulation Date
21.	County to circulate draft EIR for public comment	Twenty-six (26) weeks after NOP Circulation Period Close (“ DEIR Circulation Date ”)
22.	Community Meeting (DEIR findings) **	One (1) week after DEIR Circulation Date
23.	County to conduct hearing examiner hearing.	Two (2) or three (3) weeks after DEIR Circulation Date
24.	EIR circulation period to conclude	Forty-five (45) days after DEIR Circulation Date (“ DEIR Circulation Period Close ”)
25.	City mailing hearing notice	Two (2) weeks before FEIR Publication Date
26.	County issue final EIR	Nineteen (19) weeks after DEIR Circulation Period Close (“ FEIR Publication Date ”)
27.	CEQA statute of limitation to expire	Thirty (30) days after notice of determination posted
28.	County to consider certification of EIR as lead agency and consider all Project Agreements and entitlements (“ Certification Consideration ”)	Two (2) weeks after FEIR Publication Date
29.	Joint City Hearing Officer and Advisory Agency hearing (“ City Hearing #1 ”)	Week of Certification Consideration
30.	City Planning Commission hearing (“ City Hearing #2 ”)	Six (6) weeks after City Hearing #1
31.	City PLUM Committee hearing (“ City Hearing #3 ”)	Six (6) weeks after City Hearing #2
32.	City Council hearing	One (1) week after City Hearing #3
33.	City entitlement statute of limitations to expire	Ninety (90) days after notice of determination posted
34.	Applicant to close on County Parcel **	To be determined

*** Denotes Developer / Applicant responsibilities*

EXHIBIT D
Standard Provision for City Contracts
(Begins on the Following Page)

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract 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 Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, 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.

PSC-2. 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 **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** 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.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, 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 **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** 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 **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** 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.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract 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.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and

(2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault

on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **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 Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve

any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

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

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract 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 **CONTRACTOR** 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 Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **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.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** 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 ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its 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 **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for (i) death or injury to any person, including **CONTRACTOR'S** employees and agents, (ii) damage or destruction of any property of either party hereto or of third parties, or (iii) any other damages or losses of any kind or nature arising in any manner by reason of any act, error, omission or willful misconduct by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **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 Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its 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 **CITY**, 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 **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **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 Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure

a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** 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 Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** 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 (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the

Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract 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. **CONTRACTOR** 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 **CITY**. In performing this Contract, **CONTRACTOR** 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 Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract 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 Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR 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, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** 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 **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor 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 Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** 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. **CONTRACTOR** 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. **CONTRACTOR** 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 Contract 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.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **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."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, 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 **CITY** to terminate this Contract 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 Contract is signed. Additionally, a **CONTRACTOR** 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 **CONTRACTOR** 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 Contract:

"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 **CONTRACTOR** 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."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR 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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR 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. **CONTRACTOR** 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, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. 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, **CONTRACTOR** 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 **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'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.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** 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, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** 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 **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the **CITY**. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) as determined in writing by the CAO-RM.

2. **When to submit** Normally, no work may begin until a **CITY** insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **Asneeded Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

Submitting your documents. **Track4LA**[®] is the **CITY'S** online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the **CITY**. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA**[®] advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA**[®] at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted, however ***submissions other than through Track4LA[®] will significantly delay the insurance approval process as documents will have to be manually processed.*** **CONTRACTOR must provide CITY** a thirty day notice of cancellation (ten days for non-payment of premium) AND an Additional Insured Endorsement naming the **CITY** an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the **CITY** is an automatic or blanket additional insured. An endorsement naming the **CITY** an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA**[®], the **CITY'S** online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA**[®] at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the **CITY** has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form

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6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the **CITY** is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of **CITY** premises. Information on two **CITY** insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on **CITY** premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on **CITY** premises; it is not required for simple commuting unless **CITY** is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on **CITY** premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the **CITY**) any workers' compensation paid to an injured employee of the contractor.
10. **Property** insurance is required for persons having exclusive use of premises or equipment owned or controlled by the **CITY**. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle **CITY** funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the **CITY** required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.
12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a **CITY** contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. **CONTRACTOR'S** policies shall cover liability for a data breach in which the **CITY** employees' and/or **CITY** customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the **CITY'S** or **CONTRACTOR'S** electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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 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

Crime Insurance

Other:

Exhibit E
Form Gen 146 - Insurance Requirements

(Begins on the Following Page)

Required Insurance and Minimum Limits

Name: West L.A Civic Center - Right of Entry (ROE)

Date: 02/26/2021

Agreement/Reference: Tests, Surveys and Site Access During ENA

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 \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured party.

\$1,000,000

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 Insurance _____

Other: Submitted to Blair Miller @ CAO (213-473-7598), February 26, 2021

**In the absence of imposed automobile liability insurance requirements, all contractors using vehicles during the course of this contract must adhere to the financial/liability responsibility laws of the State of California.

Required Insurance and Minimum Limits

Name: West L.A Civic Center Development Project

Date: 02/26/2021

Agreement/Reference: Construction and Development Phase

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 \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured party.

\$20,000,000

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)

\$2,000,000

Professional Liability (Errors and Omissions)

\$20,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

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

\$10,000,000

Contractor's Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: Submitted to Blair Miller @ CAO (213-473-7598), February 26, 2021

