

MOTION

On November 25, 2019, the City entered into a contract (C-134516) with the nonprofit Destination Crenshaw to design and construct the Destination Crenshaw Project. The contract expired on November 24, 2021, however, construction activities are ongoing along with additional secured funding, necessitating a supplemental agreement to continue the contractor's services. Council approval is necessary for the City to extend the contract; include third-party beneficiary language in the Los Angeles County Metropolitan Transportation Authority Sankofa Park Memorandum of Understanding with the City to Destination Crenshaw; and revise the payment schedule with the contractor.

I THEREFORE MOVE that the Council, with the concurrence of the Mayor, APPROVE the attached Supplemental Agreement to Contract No. C-134516 between the City of Los Angeles, acting through the Bureau of Engineering, and the Destination Crenshaw nonprofit for the design and construction of the Destination Crenshaw Project to:

1. Incorporate minor technical updates;
2. Extend the term of the contract to March 1, 2026;
3. Increase the contract ceiling to \$33.5M;
4. Replace the payment schedule of the contract with the revised Exhibit F – Project Budget and Payment Schedule; and
5. Require the Destination Crenshaw nonprofit to comply with or fulfill all of the City's obligations in Sections 5, 7-15, and 17-19 of Contract No. C-138648 - *Memorandum of Agreement* (Metro Sankofa Park MOA) between the City and Metro (adopted by Council on July 2, 2021 under C.F. 19-0898) and require the Destination Crenshaw nonprofit to accept Metro as a third-party beneficiary of the Supplemental Agreement pursuant to Section 22.1 of the Metro Sankofa Park MOA.

I FURTHER MOVE that the Bureau of Engineering be authorized to make any technical corrections or clarifications to the above instructions and/or attached Supplemental Agreement to effectuate the intent of this Motion.

PRESENTED BY: _____

MARQUEECE HARRIS-DAWSON
Councilmember, 8th District

SECONDED BY: _____

msr

M. D.
MAR 02 2022

ORIGINAL

SUPPLEMENTAL AGREEMENT TO CONTRACT NO. C-134516
BETWEEN THE CITY OF LOS ANGELES
AND
DESTINATION CRENSHAW

THIS SUPPLEMENTAL AGREEMENT to Contract No. C-134516 (hereinafter the "Supplemental Agreement") between the City of Los Angeles, a municipal corporation ("City"), acting through the Bureau of Engineering ("BOE") and Destination Crenshaw ("Contractor") is entered into with reference to the following:

WHEREAS on November 25, 2019, the City and Contractor entered into Contract No. C-134516 ("Contract") whereby the Contractor agreed to receive public funding to construct Destination Crenshaw;

WHEREAS on November 14, 2021, the Contract was amended extending its expiration date to November 24, 2021; and

WHEREAS Contract No. C-134516 expired on November 24, 2021, and the City and Contractor now agree to continue Contractor's services to March 1, 2026 since there is a need for the Contract to continue since construction activities are ongoing;

NOW, THEREFORE, the parties hereby covenant and agree as follows:

1. Contract No. C-134516, as amended, is attached hereto as Exhibit 1 and incorporated herein by this reference. In the event of any conflict between the Contract and this Supplemental Agreement, the terms of this Supplemental Agreement shall prevail. Except as specifically set forth in this Supplemental Agreement, all of the terms and provisions of the Contract shall remain unmodified and in full force and effect. There are no other modifications, express or implied.
2. Section 103 – *Contract Administration and Representatives of the Parties* of the Contract is hereby amended to replace Neil Drucker, Division Manager with Steven Fierce, Division Manager as the City Engineer's Designee.

Attention: Steven Fierce, Division Manager

Phone: 213-485-4402

Email: Steven.Fierce@lacity.org

4. Section 104 – *Service of Notices* of the Contract is hereby amended to replace Neil.Drucker@lacity.org with Steven.Fierce@lacity.org.
5. Section 105 – *Term of the Agreement and Time of Performance* of the Contract is hereby amended to expire on March 1, 2026, unless terminated as provided under §505 *Termination* or extended by a duly approved

amendment or change order to this AGREEMENT and signed by the parties..

6. Section 106 – *Scope of Project* of the Contract is hereby amended to add the following additional funding:

- Additional State Funding (\$6.5M) for pocket park construction, public art work, exhibition and wayfinding signage, owner's representation, and community outreach.
- Additional City Funding (\$1M) for public artwork installation.

7. Section 107 - *Compensation*, first paragraph, of the Contract is hereby amended to delete and replace as follows:

The total compensation for this Agreement shall not exceed \$33,500,000 for the scope of the Project. Under no condition shall the liability of the City, LA Metro, and the State exceed the respective amounts in this section. The CONSULTANT, as the Project Manager, should provide a proposed payment schedule (PAYMENT SCHEDULE) based on their baseline, cost-loaded schedule and deliverables for their project for the City's review and approval. The CONSULTANT will be compensated based on the PAYMENT SCHEDULE, attached hereto as Exhibit F. The use of the Public Funds from the public agencies are as follows:

8. Section 107 - *Compensation* of the Contract is hereby amended to add the following additional funding

4. Additional State (\$6.5M). - Any disbursement of new State Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures.

10. Section 107 - *Compensation* of the Contract is hereby amended to the following additional funding:

5. Additional City (\$1M): - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures.

11. Subsection (A) of Section 107 - *Compensation* of Contract No. C-134516

is hereby amended to read as follows:

A. The City shall authorize the expenditure of an amount not to exceed \$33.5 million in consideration of, and on the condition that the sum be expended in carrying out the purposes set forth in the Scope of Services and for the complete and satisfactory performance of the terms of this Agreement.

12. Exhibit F -- PAYMENT SCHEDULE of the Contract is hereby amended by replacing Exhibit F with the revised Exhibit F attached hereto and incorporated in this Supplemental Agreement.
13. The Contractor agrees to comply with or fulfill all of the City's obligations in Sections 5, 7-15, and 17-19 of Contract No. C-138648- *Memorandum of Agreement* ("Metro Sankofa Park MOA"), attached hereto as new Exhibit H and incorporated in this Supplemental Agreement. Contractor agrees that Metro is a third-party beneficiary of the Supplemental Agreement pursuant to Section 22.1 of the Metro Sankofa Park MOU.
14. Ratification Clause: Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Supplemental Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Supplemental Agreement, those services are hereby ratified.

ATTACHMENTS:

- Exhibit F -- PAYMENT SCHEDULE (Revised)
- Exhibit H -- Contract No. C-138648 - *Metro Sankofa Park MOA*

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

DESTINATION CRENSHAW

CITY OF LOS ANGELES

By: _____

By: _____

Gary Lee Moore, P.E.
City Engineer

Date: _____

Date: _____

Approved as to form:

Attest:

MICHAEL N. FEUER, City Attorney

HOLLY WOLCOTT, City Clerk

By: _____

EDWARD JORDAN
Assistant City Attorney

By: _____

Deputy City Clerk

Date: _____

Date: _____

CONTRACT AMENDMENT

[illegible]