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CALIFORNIA

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MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

ELYSE MATSON
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

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http://bpw.lacity.org

December 17, 2025

BPW-2025-0726

The Honorable City Council
Room No. 395
City Hall

FOURTH AMENDED AND RESTATED AGREEMENT – DESTINATION CRENSHAW OUTDOOR MUSEUM PROJECT

As recommended in the accompanying report of the City Engineer and the Director of the Bureau of Contract Administration, which this Board has adopted, the Board of Public Works recommends that the City Council:

1. AUTHORIZE the President or two members of the Board of Public Works to execute the Second Amendment with LA Metro;

2. APPROVE the Fourth Amended and Restated Agreement with Destination Crenshaw between the City of Los Angeles and Destination Crenshaw. Increasing the funding amount from $54,941,792.37 to $73,814,876 and extending the Contract end date from March 1, 2026, to January 1, 2027;

3. AUTHORIZE the Department of Public Works, Office of Accounting, to be INSTRUCTED to create a new appropriation unit entitled "Destination Crenshaw - Metro MAT Cycle 1 Funding" in the Engineering Special Services Fund No. 682, Department No. 50, and to deposit and appropriate the aforementioned grant into the account;

4. AUTHORIZE the President or two members of the Board to execute the Fourth Amended and Restated Agreement with Destination Crenshaw; and

5. AUTHORIZE the City Engineer, or designee, to make any technical or accounting changes as necessary to effectuate the intent of this Fourth Amended and Restated Agreement with Destination Crenshaw and the Second Amendment with LA Metro.

(W.O.: E190269, C-138648, C-134516)

Fiscal Impact.: There is no impact to the General Fund.

Sincerely,

TJ KNIGHT,
Asst. Executive Officer, Board of Public Works

TK:lc

Recyclable and made from recycled waste.

T R A N S M I T T A L

TO	DATE
Board of Public Works	12/16/2025

FROM
The Mayor

REQUEST FOR FOURTH AMENDED AND RESTATED AGREEMENT – DESTINATION CRENSHAW OUTDOOR MUSEUM PROJECT

Approved, ED3 waived, and transmitted for further processing.

MAYOR
(Mitch Kamin for)

BOARD OF PUBLIC WORKS
MEMBERS

STEVE S. KANG
PRESIDENT

JENNY CHAVEZ
VICE PRESIDENT

JOHN GRANT
PRESIDENT PRO TEMPORE

FAITH I. MITCHELL
COMMISSIONER

ERNESTO CARDENAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA

KAREN BASS
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

ELYSE MATSON
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LOS ANGELES, CA 90012

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http://bpw.lacity.org

November 11, 2025

BPW-2025-0726

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012

FOURTH AMENDED AND RESTATED AGREEMENT – DESTINATION CRENSHAW OUTDOOR MUSEUM PROJECT

As recommended in the accompanying report from the City Engineer and the Director of the Bureau of Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE the President or two members of the Board of Public Works to execute the Second Amendment with LA Metro;

2. APPROVE the Fourth Amended and Restated Agreement with Destination Crenshaw between the City of Los Angeles and Destination Crenshaw. Increasing the funding amount from $54,941,792.37 to $73,814,876 and extending the Contract end date from March 1, 2026, to January 1, 2027;

3. AUTHORIZE the Department of Public Works, Office of Accounting, to be INSTRUCTED to create a new appropriation unit entitled "Destination Crenshaw - Metro MAT Cycle 1 Funding" in the Engineering Special Services Fund No. 682, Department No. 50, and to deposit and appropriate the aforementioned grant into the account;

4. AUTHORIZE the President or two members of the Board to execute the Fourth Amended and Restated Agreement with Destination Crenshaw; and

5. AUTHORIZE the City Engineer, or designee, to make any technical or accounting changes as necessary to effectuate the intent of this Fourth Amended and Restated Agreement with Destination Crenshaw and the Second Amendment with LA Metro.

(W.O.: E190269, C-138648, C-134516)

Fiscal Impact: There is no impact to the General Fund.

Sincerely,

TJ KNIGHT,
Asst. Executive Officer, Board of Public Works

TK:lc

BPW-2025-0726

Department of Public Works

Bureau of Engineering
Bureau of Contract Administration
Joint Report No. 1

November 10, 2025
CD No 8

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California
AND REFERRED TO THE MAYOR
NOV 10 2025
AND REFERRED TO THE CITY COUNCIL
Executive Officer
Board of Public Works

EXECUTE THE FOURTH AMENDED AND RESTATED AGREEMENT WITH DESTINATION CRENSHAW, A NON-PROFIT ORGANIZATION, FOR THE IMPLEMENTATION OF THE DESTINATION CRENSHAW OUTDOOR MUSEUM PROJECT (WORK ORDER NO. E190269, CONTRACT NO. C-134516)

RECOMMENDING THE BOARD OF PUBLIC WORKS:

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

1. AUTHORIZE the President or two members of the Board of Public Works (Board) to execute the Second Amendment with LA Metro (Contract No.C-138648).

2. APPROVE the Fourth Amended and Restated Agreement with Destination Crenshaw Contract No. C-134516 (Contract) between the City of Los Angeles (City) and Destination Crenshaw. Increasing the funding amount from $54,941,792.37 to $73,814,876 and extending the Contract end date from March 1, 2026 to January 1, 2027.

3. AUTHORIZE the Department of Public Works, Office of Accounting be INSTRUCTED to create a new appropriation unit entitled "Destination Crenshaw - Metro MAT Cycle 1 Funding" in the Engineering Special Services Fund No. 682, Department No. 50, and to deposit and appropriate the aforementioned grant into the account.

4. AUTHORIZE the President or two members of the Board to execute the Fourth Amended and Restated Agreement with Destination Crenshaw (Transmittal No. 1).

5. AUTHORIZE the City Engineer, or designee, to make any technical or accounting changes as necessary to effectuate the intent of this Fourth Amended and Restated Agreement with Destination Crenshaw and the Second Amendment with LA Metro.

FISCAL IMPACT TO CITY FUNDS

Funding of $15,800,914 of Special Funds for the increase to the City agreement with Destination Crenshaw (Contract No. C-134516) was approved via the First

Transportation-related Construction Projects Report Addendum by the City Council on October 24, 2025 (Council File No. 25-1111) (Transmittal No. 2). There is no impact to the General Fund.

TRANSMITTALS

1. Proposed Fourth Amended and Restated Agreement, which includes (Exhibit N) the Second Amendment with LA Metro (Contract No. C-138648).

2. Council File No. 25-1111 Fiscal Year (FY) 2025-26 First Transportation-related Construction Projects Report Addendum, dated October 17, 2025, approved by Council on October 24, 2025.

3. Destination Crenshaw / Destination Crenshaw Outdoor Museum Project (Project) Implementation / Third Amended and Restated Agreement (Council File 19-0898-S5) (Contract No. C-134516) approved by Board on December 2, 2024 and by Council on December 10, 2024.

4. Council File 20-0504 - Metro Active Transportation (MAT) / Fiscal Years 2021-2025 / Cycle 1 / Awarded Projects, dated October 22, 2025.

5. Destination Crenshaw Amendment Request titled, "LACMTA MAT & Retention Release - Justification of funds allocation", dated June 18, 2025

6. Destination Crenshaw Amendment Request dated October 22, 2025

DISCUSSION

Background

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

The DC Project is an open-air, public art and cultural experience with architectural designs that capture the innovative and trailblazing spirit of Black Los Angeles. Project elements along the 1.3 miles of Crenshaw Boulevard will include new spaces for community programming and gathering, pocket parks, improved facades for historic

businesses, new tree plantings, additional landscape and streetscape improvements, locations for commissioned artwork, planning activities for new broadband infrastructure, new traffic signals and crosswalks.

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

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

To date there have been contract amendments which were followed by Amended and Restated Agreements (CF 19-0898). Council District 8 is supportive of the Project and has worked with the City, and various government entities, to identify all the funding that is granted in this Contract.

Including the proposed funding in this Report, the City of Los Angeles has contributed $37.1 million, LA Metro $18.4 million, and State of California $18.4 million of the estimated $122 million total project cost. Increased funding since 2019 is detailed in the Status of Funding section of this Board Report.

Summary

On December 10, 2024, the Third Amended and Restated Agreement (Transmittal No. 3) added $5,766,142.37 in City funds including general fund, gas tax, and special parking revenue fund through the FY 2024-25 Second Transportation Projects Related Construction Projects Report. The amended agreement increased the funding amount from $49,175,650 to $54,941,792.37.

In summary, if approved, the Fourth Amended and Restated Agreement with Destination Crenshaw will add a total of $18,873,083.63 in funding and increase the funding amount from $54,941,792.37 to $73,814,876 (Transmittal No. 1).

Destination Crenshaw and their project and construction management firm, RMS, are solely responsible for the project management. The Bureau of Engineering (BOE) does not oversee or manage the construction, schedule, or budget of any part of this Project. BOE assists in managing the amendment process to facilitate City approved and authorized funding to Destination Crenshaw, the non-profit organization, to deliver the Project.

Fourth Amended and Restated Agreement

On September 26, 2025, Destination Crenshaw informed the City that the total project cost is estimated at $122 million, including hard and soft costs. Destination Crenshaw requests the amendments summarized below to be able to resume construction on the Project.

Increase Contract Ceiling

Construction stopped in November 2024. Funding passed through this amendment will enable Destination Crenshaw to pay Build Group and PCL outstanding invoices including stop notice payments and remobilize contractors to complete the project. As of October 27, 2025, City has been informed of nine stop notices totaling $1,300,808.

The City funding added to the agreement has been approved by the City Council on October 24, 2025 (Transmittal No. 2) and the LA Metro MAT Funding has been approved by the Metro Board and authorized by the City Council October 22, 2025 (Transmittal No. 4).

The Fourth Amended and Restated Agreement with Destination Crenshaw will add $19.18 million and deduct $307,000 for a total of $18.88 million and increase the funding amount from $54,941,792.37 to $73,814,876.

Pursuant to Section 106 of the Agreement, if additional City Funding becomes available within the Term and is not intended for explicitly detailed tasks in the Amended and Restated Agreement, it may be allocated to further the Project scope of work. Funds must be consistent with the total compensation for this Agreement as specified in Section 107 and limitations on expenditures pursuant to Section 403.

Payment Schedule

In this proposed amendment, the Payment Schedule, Exhibit F of Transmittal No. 01, is revised to include an additional $18.88 million from: additional City Funding, partial retention release, and quarterly reimbursements based on Destination Crenshaw's proposed MAT reimbursement schedule (Transmittal No. 1).

The Payment Schedule is a summary of allowable cost categories according to the grant requirements. It is not a typical payment schedule and is not broken down to the specificity of the schedule of values in the Contractor's bid. Prior to the start of construction using these new funds, Destination Crenshaw will be requested to submit a revised Payment Schedule according to Agreement Section 608 (D).

LA Metro Active Transportation (MAT) Program Funding Cycle 1 and the Crenshaw Boulevard First/Last Mile Improvements

On June 18, 2025, Destination Crenshaw requested a MAT Cycle 1 Funding allocation to support resuming construction at the Sankofa Park Tunnel Lid site (Transmittal No. 5).

In order for the Project to receive MAT funding, a portion of the Phase 2A scope known as "The Tunnel Lid Crossing" becomes the MAT funded scope and referred to as the "Crenshaw Boulevard First/Last Mile Improvements Project". For the Crenshaw Boulevard First/Last Mile Improvements Project, the City identifies the Bureau BOE, with the support of BCA, to replace StreetsLA as the City's Lead Department/Bureau and will obligate them to the conditions and requirements of a Lead Department. BOE will act as the liaison between the City and LA Metro, processing quarterly reimbursement payment requests from Destination Crenshaw. BCA will be responsible for inspection and verification of work completed. LA Metro will be responsible for fiscal controls and verifying allowable expenditures for reimbursement.

The specific scope aligns with the objectives of the LACMTA programs, including city beautification, enhancement of community services, and overall improvement of the quality of life for CD8 residents and all Angelenos. The requested funds are based on direct project costs that have arisen across multiple scopes of work, including but not limited to structural concrete, miscellaneous metals, and electrical services.

BOE, along with BCA and StreetsLA, submitted Council File No. 20-0504 - Metro Active Transport (MAT) / Fiscal Years 2021-2025 / Cycle 1 / Awarded Projects, dated: October 22, 2025 (Transmittal No. 4) for City Council to authorize $3,379,169.89 of MAT Cycle 1 Funding to be reprogrammed from Western/Slauson Station Project to Crenshaw Boulevard First/Last Mile Improvements Project. The City identifies the BOE, with the support of the BCA, to replace StreetsLA as the City's Lead Department/Bureau and will obligate them to the conditions and requirements of a Lead Department. The report is currently in the City Council's Transportation Committee and will be heard shortly after this Board Report. Therefore, Board of Public Works approval will be contingent upon Council Approval.

As a condition of MAT funding, the City is committed to replacing the funds and delivering the Western/Slauson Station Project without fiscal impact to the general fund. The City is currently seeking alternative funding sources through the Surface Transportation Block Grant and Transformative Climate Communities Grant programs.

The Destination Crenshaw First and Last Mile Project constitutes a separate and distinct scope of work under this Agreement. The associated tasks, schedule, and deliverables will be issued through the contract amendment. The MAT Funding is limited to the amount allocated to the City under the MAT Program.

The availability of funds and the period of performance for the Destination Crenshaw First and Last Mile Project are governed by the applicable grant award. Work performed shall be charged only to the MAT Funding and shall not be cross-subsidized by other funding sources within this Agreement. If the MAT Funding is reduced, suspended, or otherwise made unavailable, the City may adjust the scope of services, reduce the work, or terminate MAT-related work upon written notice, without penalty to the City.

Destination Crenshaw shall comply with all program requirements established by Metro and Measure M, including reporting, documentation, invoicing, labor compliance, and audit requirements. Destination Crenshaw shall maintain the Destination Crenshaw First and Last Mile Project as a separate and auditable cost center, with all invoicing clearly identified to the MAT Funding and the associated scope of work.

Partial Retention Release

On June 18, 2025, Destination Crenshaw requested release retention for substantially completed scopes of work that acknowledges the progress made since the contract's original execution in 2018 and the public funding designated to each aspect of the

Destination Crenshaw project (Transmittal No. 5). Destination Crenshaw has proactively paid the retention amount for each completed item due to the increased scope size since the original allocation date. $1,871,022 in retention will remain until project completion. In addition, we will also retain 125 percent from outstanding stop notices.

According to the Payment Schedule (Exhibit F of Transmittal No. 1), the requested Partial retention release is for design consultant design fees, analysis and planning costs, traffic control, and retention released from LA Metro for Sankofa Park.

The partial retention will be used as front-funding for LA Metro MAT Funding to begin work on Crenshaw Boulevard First/Last Mile Improvements Project. A partial release of retention prior to reaching project completion is not the City's standard practice. Retention amount can be released as long as 125% of any stop notice amounts are retained. Council District 8 has been informed about the risk of early release and is supportive of releasing partial retention with this amendment.

Additional City Funding

Destination Crenshaw submitted a request on October 22, 2025 to the City to amend the Agreement to add City funds for eligible costs (Transmittal No. 6). On October 24, 2025, City Council approved appropriations totaling approximately $15.8 million from CTIEP, Measure R Local Return, Raise LA Fund, and Engineering Special Services Fund for construction costs incurred for the Destination Crenshaw Project. There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies (Transmittal No. 2).

Time Extension

Destination Crenshaw requests to extend the agreement from March 2026 to January 2027. The City, however, requires Destination Crenshaw to meet any grant deadlines passed through this report that cannot be extended beyond March 1, 2026. The City reserves the right to withhold or not release funding that has not been reimbursed. The Agreement requires an extension due to a stop in work while the Project secured additional funding to address a shortfall.

Bureau of Engineering Grant Administration
For any public funding added to the Contract, BOE acts under the authority of the Board and City Council prior to amending the existing agreement only for funding already approved by the City Council for the Destination Crenshaw Project.

Destination Crenshaw and their chosen project and construction management firm, RMS, bear sole responsibility for the project's overall management. BOE is not involved in the oversight or management of the construction, schedule, budget, or funding for any aspect of this Project. Furthermore, BOE does not provide fiscal control, audits, or any certification that expenditures are eligible or allowable for reimbursement or disbursement.

For the Crenshaw Boulevard First/Last Mile Improvements scope of work, the City identifies BOE, with the support of the BCA, to replace StreetsLA as the City's Lead Department/Bureau and will obligate them to the conditions and requirements of a Lead Department. BOE will act as the liaison between the City and LA Metro, submitting quarterly reports for MAT Funding reimbursement. LA Metro will be responsible for fiscal controls and verifying allowable expenditures for reimbursement.

Bureau of Contract Administration
BCA will provide verification and acceptance of work related to B and R-permits as well as the Crenshaw Boulevard First/Last Mile Improvements Project.

Anticipated Future Amendments

The LACMTA anticipates transferring two properties to the City. The conditions that LACMTA will pass to the City will pass to DC through a forthcoming Contract amendment.

There is an additional funding gap that remains to complete the project. Additional funding is anticipated early 2026. Funding approvals are in progress.

STATUS OF FUNDING

Table No. 1	
Funding Breakdown	**Amount**
LA Metro Source	$18,379,170
State of California Source	$18,368,650
City of Los Angeles Source	$37,067,056
Total Public Funding:	**$73,814,876**

The source of funds are as follows:

Table No. 2 - Funding Sources					
Year	**Source of Funds**	**Fund No.**	**Department No.**	**Appropriation Unit Account No.**	**Available Authority Contract No. 134516**
2022	LA Metro	100	54	00V851	$14,500,000.00
2019	State - 2019-20 State budget	100	54	00S713	$ 9,718,650.00
2022	Additional State-California Natural Resources Agency	682	50	50RVDU	$ 6,500,000.00
2019	City- City's FY2019-2020 Adopted Budget	100	56	000903	$ 1,500,000.00
2022	Additional City-Park & Recreation Sites and Facilities	209	88	88VAJA	$ 1,000,000.00
2023	Additional City--Capital and Technology Improvement Expenditure Program	100	54	00Y987	$13,000,000.00
2023	City-MICLA**	298	50	50VCPL	$ 307,000.00
June 2024	LA Metro - Measure M (through LADOT)	655	94	94WT4G	$ 500,000.00
June 2024	State of California Public Utilities Commission (CPUC) (through City-Bureau of Street Lighting)	65Q	50	50VUBS	$ 150,000.00
June 2024	State - AB1290	682	50	50YVLO	$ 2,000,000.00

December 2024	City - General Fund*	100	54	00Y987	$ 140,724.69
December 2024	City- Gas Tax	206	50	50AVDU	$ 5,209,936.38
December 2024	City-Special Parking Revenue Fund	363	94	94AS16	$ 415,481.30
Fourth Amended and Restated Agreement as Requested in This Board Report (Below)					
2025	Additional City - Measure R Local Return Fund	51Q	94	TBD	$ 2,988,746.00
2025	Additional City - RAISE LA Fund	67H	50	50CMDC	$ 2,268,430.00
2025	Additional City - Engineering Special Services Fund	682	50	50CVMR	$ 710,159.00
2025	Additional City - CTIEP; General Fund	100	54	00CABK	$ 9,833,579.00
2025 City Funding (Transmittal No.5) Total					**$15,800,914.00**
2023	City-MICLA**	298	50	50VCPL	$ (-307,000)
2025	Additional LA Metro - Measure M, MAT***	TBD	TBD	TBD	$ 3,379,169.89
Fourth Amended and Restated Agreement Total					**$18,873,084.00**
Total Available for Contract					**$73,814,876.00**

* Impact to the General Fund

** $307,000 was previously advanced and will be removed from the total Contract ceiling. The funds are for City in-house construction for a scope of the Destination Crenshaw project. Credit to the City will be reflected in the Payment Schedule.

*** See BPW Recommendation No. 3

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

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

Business Inclusion Program (BIP)
On June 15, 2021, the Mayor's Chief Procurement Officer granted a waiver for this Contract.

Local Business Preference Program (LBPP)
The LBPP is not needed on this Project and will not be applied.

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

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

City Attorney Review
The proposed Fourth Amended and Restated Agreement C-134516 and LA Metro Second Amendment Contract C-138648 have been reviewed and approved as-to-form by the City Attorney's Office.

(SF AV VCA DW)

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Architectural Division

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

Statement as to funds approved by:

Miguel De La Peña, Director
Office of Accounting
Fund Ref. as Stated in the Funding tables
Date: 11/07/2025

Statement as to funds approved by:

Kevin Minne, PE
Assistant General Manager
Department of Transportation
Fund Ref: 51Q in the amount of $2,988,746
Date: 11/7/2025

SF/MSA/11-2025-0171_ARC.pnc

Questions regarding this
report may be referred to:
Marcelino Ascencio, Project Manager
marcelino.ascencio@lacity.org

Respectfully submitted,

11/07/2025 For
Alfred Mata, PE
Interim City Engineer
Bureau of Engineering

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

City of Los Angeles
Department of Public Works

AGREEMENT NO. C-134516

FOURTH AMENDED AND RESTATED AGREEMENT

for the

DESTINATION CRENSHAW PROJECT

Between

CITY OF LOS ANGELES

and

DESTINATION CRENSHAW

TRANSMITTAL NO. 1

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§654 Disclosure of Border Wall Contracting Ordinance

EXHIBITS

EXHIBIT A	Destination Crenshaw By-Laws
EXHIBIT B	Insurance Requirements
EXHIBIT C	Certificate of Compliance with Americans with Disabilities Act
EXHIBIT D	Contractor Responsibility Ordinance
EXHIBIT E	Employer's Use of Criminal History for Consideration of Employment Applications
EXHIBIT F	Payment Schedule and Project Budget
EXHIBIT G	Artist Release Form
EXHIBIT H	Contract No-138648- Metro Sankofa Park MOA
EXHIBIT I	Crenshaw Boulevard Parking Lots and Pocket Parks – LADOT
EXHIBIT K	2022 State Grant and Allowable Cost Estimate
EXHIBIT L	Los Angeles Administrative Code section 5.117 et seq., Guidelines Related to Gas Expenditures for Cities and Counties dated March 2019, and Special Parking Revenue Fund (SPRF) Ordinance.
EXHIBIT M	Additional Insurance Requirement for Surety Bond for Performance and Payment (Labor and Materials) Bonds
EXHIBIT N	Contract No-138648- Metro Sankofa Park MOA Amendment No. 2
EXHIBIT O	Measure R Local Return Guidelines

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the CONSULTANT was selected for the Project due to expertise and resources in designing and implementing projects for the long-term stewardship of public spaces as well as CONSULTANT's unique familiarity with this Project, specifically, both with respect to the community expectations and needs as well as the Project's technical

elements. The Project will build on the past and current efforts of the City, Council District 8, and CONSULTANT to create urban environments and will serve as a living celebration of Black L.A.; and

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

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

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

WHEREAS, on November 25, 2019, the parties entered into an Agreement to memorialize the services of the CONSULTANT; and,

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

WHEREAS, on March 11, 2022, the parties entered into a Supplemental Agreement to continue CONSULTANT's services to March 1, 2026; and,

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

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

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

WHEREAS, on July 23, 2024, the parties entered into a Second Amended and Restated Agreement, adding $2,650,000 from which $281,350 is allocated for B-Permit plan check

and inspection costs in service to the Contract; and

WHEREAS, the CONSULTANT communicated on September 26, 2024 the need for additional funding for construction expenses for which no funding had previously been secured and have been incurred in furtherance of the Destination Crenshaw Project consistent with this Agreement; and,

WHEREAS, on December 20,2024, the parties entered into a Third Amended and Restated Agreement, adding $5,766,142.37 for construction expenses that have been incurred in furtherance of the Project; and,

WHEREAS, On May 14, 2025, the Metro Board approved the recommendation to reallocate the project funding award for the Western/Slauson Project to the Crenshaw Boulevard First/Last Mile Improvements Project, in the amount of $3,379,169.89; and,

WHEREAS, on June 18, 2025, CONSULTANT communicated to City requesting Metro Board approved funding for Crenshaw Boulevard First/Last Mile Improvements Project to be passed through to the Project to complete the tunnel lid crossing scope and to release partial retention for substantially completed scope; and,

WHEREAS, on October 22, 2025, CONSULTANT communicated to City requesting additional $15,800,914 in identified City funding to be used to be used in furtherance of the Project; and,

WHEREAS, On October 29, 2025, City Council approved appropriations totaling $15.8 million from CTIEP, Measure R Local Return, Raise LA Fund, and Engineering Special Services Fund for construction costs incurred for the Destination Crenshaw Project. There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies; and,

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WHEREAS, the City will be self-performing the bioswale scope of work and the total funding is reduced, eliminating the ARRA funding from the Contract total.

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

I. INTRODUCTION

§101 Section Headings and Construction of Provisions and Titles Herein

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

§102 Conditions Precedent to Execution of Contract

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

a. CONSULTANT's documentation of its 501(c)(3) status.

b. CONSULTANT's by-laws, and all amendments thereto, as adopted by the CONSULTANT and properly attested, as applicable, which is attached hereto as *Exhibit A - Destination Crenshaw By-La*ws.

c. Acceptable evidence of self-insurance or evidence of insurance, with original signature(s), covering general liability, professional liability, automobile liability, workers compensation, and others as required in *Exhibit B – Insurance Requirements* (Form Gen. 133 and Form Gen. 146) and *§619 Insurance* of this Agreement as submitted to the City. The evidence of insurance will be reviewed and is subject to approval by the City Risk Manager. Hard copies must also be sent to the Department of Public Works.

    1. Throughout the term of this Agreement, the CONSULTANT must submit to the BOE, hard copies of all proofs of insurance or proofs of renewal of insurance that the CONSULTANT has submitted online to the City Risk Manager.

d. An executed Certification Regarding Compliance with the Americans with Disabilities Act (42 U.S.C. 11201 *et seq.*,), and its implementing regulations which is attached hereto as *Exhibit C – Certification of Compliance with Americans with Disabilities Act (ADA)* and which is incorporated herein by this reference

e. Contractor Responsibility Ordinance Compliance Forms – *Exhibit D*

f. Current and valid Business Tax Registration Certificate required by the City's Business Tax Ordinance to do business within the City or evidence of exemption.

For the term covered by this agreement, the CONSULTANT shall maintain, or obtain as necessary, all such Certificate(s) required of it under the Business Tax Ordinance or evidence of exemption and shall not allow any such Certificate or exemption to be revoked or suspended.

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

§103 Contract Administration and Representatives of the Parties

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

Alfred Mata, PE, Interim City Engineer
Department of Public Works - Bureau of Engineering
1149 South Broadway, 7th Floor
Los Angeles, CA 90015

Attention: Steven Fierce, AIA, Division Manager
Phone: (213) 485-4402
Email: Steven.Fierce@lacity.org

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

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

B. The representative of the CONSULTANT shall be:

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

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

Russ McDaniel, Project Manager
7700 Irvine Center Drive, Suite 800

Irvine, CA 92618
rmcdaniel@rmspm.com

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

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

§104 Service of Notices

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

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

§105 Term of Agreement and Time of Performance

A. Term of Services

The term of this Agreement shall commence on the date of attestation by the City Clerk and expire on January 1, 2027, 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.

If this AGREEMENT is funded in whole or in part by one or more grants, the availability of funds and the period of performance are subject to the applicable grant award. The CITY shall provide written notice to CONSULTANT if the applicable grant funding is reduced, suspended, or terminated, and in such event the CITY may terminate this Agreement or reduce the scope of services accordingly.

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

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

B. Performance shall not commence until the CONSULTANT has obtained the City's approval of all insurance as required by the City (see *Exhibit B – Insurance Requirements*, attached thereto and incorporated herein by reference, and *§619 Insurance*) and the City has received the State and LA Metro funds.

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

§106 Scope of Project

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

Specific funding allocations associated with this Scope of Project includes:

- LA Metro Funding ($14,500,000): 100% cost to complete construction of Sankofa Park per B-Permit including General Conditions, Bonds & Insurance, and Contractor's overhead, profit, and fee. Also included are utility relocations, storm drain relocation and any work to energize and required in order to maintain the project (i.e., water). Additionally, $300,000 in funding will be used to fund Perkins & Will construction document fees;

- 2019 State Funding ($9,718,650): 100% decorative concrete pavers installed on both sides of Crenshaw Blvd for the project limits, construction mobilization for the Project, construction administration; project management, deposit on artwork, community engagement. Of the $10,000,000 2019 State Funding, $281,350 will be used to pay the City for plan check and permit fees and $9,718,650 is available for expenditures in this agreement.

- 2019 City Funding ($1,500,000): Design fees.

- 2022 State Funding ($6,500,000) for pocket park construction, public art work, exhibition and wayfinding signage, owner's representation, and community outreach.

- 2022 City Funding ($1,000,000) for public artwork installation.

- 2023 City Funding – ARRA ($307,000)- is deleted from this Agreement. The funds are for City in-house construction for a scope of the Destination Crenshaw project. Credit to the City will be reflected in the Payment Schedule.

- 2023 City Funding ($13,000,000): for Sankofa park and/or the 1.3 miles of street improvements, to provide additional green space and partial restoration of displaced trees as an equity measure, and as detailed in Department of Cultural Affairs' Schedule 24 Description

- 2024 City Funding – BSL ($150,0000): California Public Utilities Commission Local Agency Technical Assistance Grant ($150,0000): for the Bureau of Street Lighting (BSL) – an analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within communities adjacent to the Crenshaw Boulevard Corridor. Work to be completed by Destination Crenshaw subcontractor HR&A

- 2024 City Funding – LADOT ($500,000): for construction of new traffic signals and crosswalks at Southbound Crenshaw Boulevard and Brynhurst Avenue, Northbound Crenshaw Boulevard to Sankofa Park, and Leimert Boulevard to Sankofa Park.

- 2024 City Funding – AB1290 ($2,000,000): for additional traffic control related costs associated with the Major Transit and Transportation Construction Traffic Management Committee (TCTMC) requirements for construction on and near Crenshaw Boulevard. Funding is for additional K-rail, fencing, traffic control plan consulting, traffic control implementation and TCTMC fees.

- 2024 City Funding – ($5,766,142.37) additional City Funding for furtherance of the Scope of Project to be used for construction of public right of way and public property per approved plans and as consistent with any restrictions for this City Funding or components thereof in Sections 107 and 202.

- 2025 Additional LA Metro Funding ($3,379,169.89) – additional LA Metro Metro Active Transportation Program (MAT) Cycle 1 Funding for furtherance of the scope of the overall Destination Crenshaw Project to be used for construction of public right of way and public property per approved plans towards Crenshaw Boulevard First/Last Mile Improvements as described in LA Metro and City Agreement C-

138648 Second Amendment. The funding will be subject to LA Metro's reimbursement only and subject to adherence to Exhibit N for funding requirements.

- 2025 Additional LA City Funding - ($2,988,746) cash balance within the Measure R Local Return Fund construction costs incurred for furtherance of the scope of the overall Destination Crenshaw Project to be used for construction of public right of way and public property per approved plans.

- 2025 Additional LA City Funding – ($2,268,430) cash balance within the RAISE LA Fund construction costs incurred for furtherance of the scope of the overall Destination Crenshaw Project to be used for construction of public right of way and public property per approved plans.

- 2025 Additional LA City Funding – ($710,159) Engineering Special Services Fund in interest earnings for construction costs incurred for furtherance of the scope of the overall Destination Crenshaw Project to be used for construction of public right of way and public property per approved plans.

- 2025 Additional CTIEP – ($9,833,579) for construction costs incurred for furtherance of the scope of the overall Destination Crenshaw Project to be used for construction of public right of way and public property per approved plans.

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

§107 Compensation

The total compensation for this Agreement shall not exceed $73,814,876 for the scope of the Project. Under no condition shall the liability of the City, LA Metro, and the State exceed the respective amounts in this section. The CONSULTANT, as the Project Manager, should provide a proposed payment schedule (PAYMENT SCHEDULE) based on their baseline, cost-loaded schedule, and deliverables for their project for the City's review and approval. The CONSULTANT will be compensated based on the PAYMENT SCHEDULE, attached hereto as *Exhibit F*.

1. 2019 State ($9,718,650) – Any disbursement of the State Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property, including to front fund expenditures for Sankofa Park construction as set forth under *§401 Allowable and Unallowable Costs and §403 Limitation of Expenditures*;

2. 2019 City ($1,500,000) – Any disbursement of City Funds shall be subject to a determination that such expenditure is consistent with the Project Budget and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property as set forth under *§401 Allowable and Unallowable Costs and §403 Limitation of Expenditures*; and,

3. Los Angeles County Metropolitan Transportation Authority ("LACMTA") ($14,500,000) – The Contractor agrees to comply with or fulfill all of the City's obligations in Sections 5, 7-15, and 17-19 of Contract No. C-138648-Memorandum of Agreement ("Metro Sankofa Park MOA"), attached hereto as new Exhibit H. Contractor agrees that Metro is a third-party beneficiary of the Contract pursuant to Section 22.1 of the Metro Sankofa Park MOA. Any disbursement of the LA Metro Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under *§401 Allowable and Unallowable Costs and §403 Limitation of Expenditures* and allowable costs per Exhibit H.

4. 2022 State ($6,500,000) – Any disbursement of new State Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures and allowable costs per State of California Natural Resources Agency Grant Agreement (attached as Exhibit K). The Contractor agrees to comply with or fulfill all of the City's obligations in State Grant, attached hereto as Exhibit K.

5. 2022 City ($1,000,000) – Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures.

6. 2023 City - ARRA ($307,000) —funding is removed from this Contract

7. 2023 City ($13,000,000) – Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE, Charter section 320, and Section 106.

8. California Public Utilities Commission Local Agency Technical Assistance Grant ($150,0000) for the Bureau of Street Lighting (BSL) – an analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within communities adjacent to the Crenshaw Boulevard Corridor.

9. Additional City Funding ($500,000) – Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE.

10. 2024 City Funding AB1290 ($2,000,000) – Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE.

11. 2024 City Funding ($5,766,142.37) – Any disbursement of new City Funds shall be subject to determination that Consultant (1) has complied with all security/bond requirements according to Exhibit M; and (2) uses special funds consistent with those requirements and cooperate with any audits related thereto according to but not limited to Section 202 Subsections J-L.

12. 2025 Additional LA Metro Funding – ($3,379,169.89) - Any reimbursement of new City Funds shall be subject to LA Metro's reimbursement to City and that Consultant has complied with terms of this agreement and Exhibit N, Amended Metro Funding Agreement.

13. 2025 Additional LA City Funding (Measure R Local Return Fund) – ($2,988,746) Any disbursement of City Funds shall be subject to funding terms in Measure R Guidelines, and be eligible and allowable costs per requirements of this agreement and the funding source. Eligible uses include local street improvements, such as signal synchronization, filling potholes, repairing streets and making neighborhood streets and intersections safer for drivers, bicyclists and pedestrians.

14. 2025 Additional LA City Funding (RAISE LA Fund)– ($2,268,430) Any disbursement of City Funds shall be subject to funding terms, and be for eligible uses and allowable per requirements of this agreement. Eligible uses are related to street and transit amenities, including but not limited to transit access improvements and transmit amenities, pedestrian access and safety, and street trees.

15. 2025 Additional LA City Funding (Engineering Special Services Fund)– ($710,159) Any disbursement of City Funds shall be subject to the Payment Schedule, funding terms, and be eligible and allowable per requirements of this agreement.

16. 2025 Additional LA City Funding – ($9,833,579) Any disbursement of City Funds shall be subject to the Payment Schedule, funding terms, and be eligible and allowable per requirements of this agreement. To be used on public right-of-way capital costs.

A. The City shall authorize the expenditure of an amount not to exceed $73,814,876 in consideration of, and on the condition that the sum be expended in carrying out the purposes set forth in the Scope of Services and for the complete and satisfactory

performance of the terms of this Agreement.

B. The City's liability under this Agreement shall only be to the extent of the present City appropriation to fund the contract.

C. The CONSULTANT shall bear the sole responsibility to complete the promised improvements and to provide any additional funds, if necessary, to comply with the CONSULTANT's obligations under this Agreement. It is understood by both parties that the City makes no commitment to increase funding or to approve reductions in the scope of the Project should conditions change which would impair the completion of the Project in its entirety.

D. Ratification Clause: Due to the need for Consultant's services to be provided continuously on an ongoing basis, Consultant may have provided services prior to the execution of this restated Agreement. To the extent that said services were performed in accordance with the terms and conditions of this restated Agreement, those services are hereby ratified, with payments due, if any, following the effective date of this restated Agreement.

II. DUTIES OF CONSULTANT

§201 Duties and Requirements

A. General Statement of Work to be Performed by CONSULTANT

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

B. General Requirements

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

future disbursements being withheld.

C. Crenshaw Boulevard Parking Lots and Pocket Parks - LADOT

1. LOCATIONS: City and LADOT hereby grants Consultant to use and access the following locations:

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

2. PERMITS AND FEES

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

3. CONSTRUCTION AND ALTERATIONS

a. Consultant shall, at its own expense and with the limited City funds (ARRA funds) expressly allowed for the parking lot at 54th and Crenshaw Boulevard, construct the improvements described in and pursuant to the procedures set forth in Exhibit I, scope including the pocket parks, public parking lots, and all related installations at the Properties.
b. ARRA funds allocated to Consultant shall only be used for construction activity for the parking lot at the 54th and Crenshaw Boulevard site and not the pocket park at that location. ARRA funding shall not be used for the bioswale and bioretention systems in the public parking lot at the 54th and Crenshaw Boulevard site because they serve the pocket park's stormwater runoff .

c. Consultant is solely responsible for managing and supervising the construction of the project at the Properties. Consultant shall have control over construction, scheduling, and coordination of all work.
d. Public safety at the Properties shall be maintained by Consultant during working and non-working hours. Consultant shall address all hazards appropriately and render them safe, such as open trenches, stubs, and uneven pavement. All open trenches must be covered during non-working hours. Consultant shall maintain safe pedestrian and vehicular access at all times.
e. No construction activities shall be allowed at the 50th and Crenshaw Boulevard site until a lease agreement for that site has been fully executed by the City and the property site owner.

4. UTILITIES

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

5. MAINTENANCE

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

d. LADOT shall be responsible for maintaining the public parking lots in a clean, safe, and orderly condition such as sweeping and garbage collection.
e. The provisions of this Subsection 201(C)(5) – Maintenance shall survive the expiration of this Agreement.

6. NOTICES

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

§202 Specific Requirements

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

B. Comply with the requirements delineated for the CONSULTANT in its subcontracts with the Architect for design services and with the General Contractor for construction services. Unless previously approved by the City, the use of standard AIA (American Institute of Architects) Agreement B141 between the Owner and Architect and between the Owner and General Contractor A101, shall be used. Also, the current edition of "Green Book", standard Specifications for Public Works Construction as well as the AIA's "General Conditions of the Contract for Construction," current (2003 or later) edition (AIA Form A 201) shall be cited as part of the contract with the Architect and General Contractor. If the CONSULTANT has already selected and entered into a contract with subcontractors prior to the execution of this Agreement, then the CONSULTANT shall provide a copy of subcontractor contracts to the City upon execution of this Agreement. Upon the execution of this Agreement, all new contracts entered with subcontractors must be approved by the City prior to execution of the subcontractor contract; shall adhere to the terms and conditions set forth in *Section 205 – Subcontracting*, and are superseded by this Agreement in case of conflicting requirements or obligations. The City shall review any such request for new, or modified subcontracts in a timely manner, and that approval shall not unreasonably be withheld.

C. Submit monthly reports, in acceptable form by both parties, to the Department of Public Works Bureau of Contract Administration (Attn: William Benson; Address: 1149 S Broadway, 3rd Floor, Los Angeles, CA 90015) concerning local hiring efforts for the Project. As this is a Public Works project, the CONSULTANT and subconsultants are encouraged to comply with the City's Project Labor Agreement, which promotes workforce development through establishing local hiring and disadvantage worker employment opportunities.

D. Assure that reports, permits, forms, certifications, and other documents required by federal, state, and local requirements be expeditiously submitted to various governing or regulatory bodies to avoid delays in completing the general requirements of this Agreement.

E. Identify and provide corrective action on those issues or barriers that impede or delay the completion of the Project as defined in this Agreement. CONSULTANT shall notify the City, in writing, within 10 working days of discovering those issues or barriers, and provide a corrective action plan of resolution with sub-activities and milestone completion dates.

F. Assure that the Architect and the General Contractor and their respective subcontractors comply with all applicable United States, State of California, County of Los Angeles, and City statutes, rules, regulations, and reporting requirements in the completion of the General Requirements as defined in this Agreement.

G. Designate a person to act as the CONSULTANT's representative prior to the execution of the Architect and General Contractor contracts to carry out the responsibilities of the "Owner" in those contracts.

H. Prepare the proposed plans and specifications so that construction can be completed within the available construction budget and PAYMENT SCHEDULE.

I. Ensure that the General Contractor constructs the Project in conformance with the City's construction standards. The CONSULTANT shall ensure the Project is in full conformance with all applicable local, State, and federal statutes, regulations, and building codes.

J. Obtain and provide evidence of surety bond in Exhibit M for $ 5,209,936.38 as required herein, including as a condition precedent to applicable payment disbursement.

K. Ensure that any funds from a City special fund source and/or funding source with restrictions are utilized for eligible purposes only (including but not limited to use of 2024 City Funding ($5,766,142.37).

    1. For the 2024 City Funding ($5,766,142.37), the CONSULTANT shall adhere to and utilize the funds consistent with the applicable legal requirements (State, County of Los Angeles, and/or City requirements for the funds), including but not limited to Exhibit L and as may be subsequently amended, and Article XIX of the California Constitution and California Street and Highway Code section 2101 et seq., all of which are hereby incorporated by reference.

L. Participate in, cooperate with, and facilitate any audits, including financial and compliance audits, and/or mandatory reporting that may be performed by the City

and/or by other governmental agencies or their representatives, and as associated with funding and/or use of those funds consistent with subsection K above.

§203 Accounting Services

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

§204 Independent Contractor Status

The CONSULTANT is an independent contractor and not an agent or employee of the City. The CONSULTANT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§205 Subcontracting

CONSULTANT shall not use subcontractors to assist in the performance of this Agreement without the prior written approval of the CITY. If the CONSULTANT has already selected and entered into a contract with subcontractors prior to the execution of this Agreement, then the CONSULTANT shall obtain CITY's written approval of the subcontractor within ten (10) business days from the date of execution of this Agreement. Additionally, if the CONSULTANT notifies the City of any future subcontracting agreement prior to the execution of such agreement, the City shall review it, and that approval shall not unreasonably be withheld. The City shall review any such request for new, or modified subcontracts within 10 business days of receipt, and that approval shall not unreasonably be withheld. If the CONSULTANT uses subcontractors, CONSULTANT shall remain responsible for performing all aspects of this Agreement. The CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONSULTANT'S subcontractors, and nothing herein creates any privity of contract between the CITY and the subcontractors. CONSULTANT shall comply with the following:

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

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

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

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

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

III. DUTIES AND POWERS OF THE CITY

The City represents, warrants, and covenants as follows:

A. That it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;

B. That it has the power and authority to carry on its function as a City, to enter into this Agreement, and to consummate the transaction herein contemplated;

C. That all actions to be taken by or on behalf of the City to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

D. That this Agreement is a valid and binding obligation of the City, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

IV. PAYMENT AND FISCAL CONTROLS

§401 Allowable and Unallowable Costs

Allowable Costs

A. To be eligible for payment under this Agreement, expenditures must be made in compliance with all of the principles set forth below:

1. Clearly defined costs for the design, construction or installation of public improvements (including public art) in the public right of way or on publicly owned property;

    a. Clearly defined costs shall specifically identify the public improvement, including details of the location of the improvement;

    b. Should the CONSULTANT propose to use funds under this Agreement for improvements located on privately owned property, the CONSULTANT will be required to obtain approval of the CITY prior to authorizing the use of funds. The CITY will make a determination whether a public benefit is derived from the use of the funds. The CONSULTANT may be required to provide the City with information to assist with the determination.

2. Be necessary and reasonable for the proper and efficient performance of this Agreement. The City shall have final authority to determine in good faith whether an expenditure is "necessary and reasonable." Eligible costs may include, but are not limited to the following:

    a. Public Arts fees, Plan Check fees, Building Permit fees, and construction inspection fees.

    b. Project management costs, including inspection if hired through a documented and competitive process to oversee the design and construction.

3. Conform to the limitations within this Agreement and to any governing statutes, regulations and ordinances including but not limited to the requirements of Section 202, or subsections J-L of Section 202 .

4. Be fully documented and determined to be in accordance with standard accounting procedures.

5. Not to be billed to any other private or government funding source.

6. Costs incurred prior to the date of execution of this Agreement which have been expressly approved by the City, subject to eligibility as set forth in this Agreement.

Unallowable Costs

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

1. Contributions and donations.

2. Travel and entertainment: Costs of travel, amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.

3. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations.

4. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, refinancing of property or of facilities, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, other than those specifically allowed in advance.

5. Membership Expenses: Membership expenses are specifically disallowed.

6. Meeting Attendance: CONSULTANT's staff costs of attending meetings with the City, and/or its consultants, and CONSULTANT's staff and/or subcontractors.

7. Losses: Due to theft, vandalism and/or misconduct of CONSULTANT or subcontractor of any tier.

8. Losses due to delay: Lack of scheduling, coordinating, and monitoring.

9. Subcontracts not approved by the City.

10. Costs incurred prior to the date of execution of this Agreement unless specifically allowed hereunder.

11. Operating license fees.

12. CONSULTANT's program staffing and personnel costs.

13. Non-maintenance equipment costs.

14. Furnishings.

15. Utilities.

16. Personal hygiene products such as: toilet paper, tissue, hand towels, bars of soap,

and liquid soap except for such personal hygiene projects that will be included in the construction General Conditions/General Requirements such as porta-potties.

17. Maintenance or service costs.

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

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

§402 Disbursement

A. Disbursement

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

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

1. Initial Payment - The City shall issue the first initial payment to the Consultant upon execution of the Agreement and in conformance with the PAYMENT SCHEDULE as set forth in *Exhibit F*, subject to receipt of funds from the State and LA Metro and a written drawdown request (invoice) from CONSULTANT that includes evidence of the following:

    a. Fulfillment of bond requirements established by the City. All bonds shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code Sections 11.47 *et seq.*, as amended from time to time;
    b. Evidence of compliance with insurance requirements established by the City Administrative Officer; and,
    c. Evidence of an active Business Tax Registration Certificate (BTRC) for CONSULTANT and the prime contractor hired by CONSULTANT, and,
    d. Fulfilment of standard contracting provisions as set forth in Article 6 - General Terms and Conditions and Standard Contracting Provisions.

2. Periodic Payments - The CONSULTANT shall submit invoices, along with progress reports, and updated PAYMENT SCHEDULES for City's approval. Such progress

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

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

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

- A statement indicating the use of the funds and final close-out fiscal report showing final expenditures, including supporting documents certified by professional accounting firm, RMS and Destination Crenshaw.

B. Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be required by CITY to establish the amount of such invoices for allowable expenses. To expedite the approval process, the CONSULTANT is encouraged to submit draft invoices for review before submitting a final invoice. The submittal shall be certified by licensed accounting firm, RMS and Destination Crenshaw.

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

D. Reimbursement: For project elements subject to reimbursement funding (i.e., MAT Cycle 1 funding), CITY will reimburse CONSULTANT only after the CITY receives the reimbursement from the grant agency. The CONSULTANT is responsible for conforming to all requirements of the grant and CITY reserves the right to withhold funds to fulfill grant obligations.

E. Partial Retention: The Board of Public Works may choose to release partial retention for substantially completed items. If there are stop notices, the Board of Public Works must retain at least 125% of the unpaid stop notices.

§403 Limitation of Expenditures

A. The CONSULTANT shall not expend funds provided under this Agreement prior to the commencement of this Agreement unless specifically allowed hereunder, or subsequent to suspension or termination of this Agreement.

B. Expenditure shall be made in conformance with the PAYMENT SCHEDULE, and shall meet criteria established for “allowable costs” under §401 of this Agreement.

C. Expenditures shall be in direct support of the Project that is the subject of this Agreement, except as expressly authorized. Expenditures for improvements that are on private property (such as facade improvements) shall require one of the following:

   a. A finding of public benefit approved by the City Council prior to the expenditure of any funds on private property; and/or,
   b. A comparable financial benefit provided to the City for any expenditure of funds.

This benefit shall be confirmed in writing by BOE following consultation with the City Attorney prior to commitment to fund improvements on private property.

D. Any payment of funds shall be used exclusively for the activities set forth under this Agreement and shall not be commingled with other funds from other sources administered by the CONSULTANT.

§404 Return of Unexpended Funds and Close-outs

A. Funds granted by the City, determined by the City to be in excess of the amount actually required, shall be immediately returned to the City. If not returned to the City promptly, City may withhold any unpaid amount from future City's future payment to CONSULTANT.

B. On or before the date specified in §*105 Time of Performance* of this Agreement, the CONSULTANT shall submit to the City, a complete and accurate final close-out invoice of costs eligible for payment under this Agreement certified by professional accounting firm, RMS, Destination Crenshaw. Failure by the CONSULTANT to comply with this requirement may result in a unilateral close-out of this Agreement by the City, based on previous invoices filed with the City, and/or the imposition of sanctions as specified in *Article V - Remedies* of this Agreement.

§405 Schedule of Payments

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

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

The CONSULTANT, their Project Management Firm RMS, and Certified Consultant shall certify the Payment Schedule is accurate, is based on the bid Schedule of Values and expenditures are not paid by any other sources outside of this agreement.

§406 Withheld Payments

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

B. Payments to the CONSULTANT may be withheld by the City if the CONSULTANT fails to comply with the provisions of this Agreement.

§407 Audits and Inspections

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

§408 Documentation of Construction Expenditures

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

§409 Maintenance of Records

A. Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of three (3) years, or as may otherwise be required due to the funding source used and/or as consistent with any regulations, statutes, or related guidelines, with the following qualifications:

    1. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

    2. When records are requested and transferred to be maintained by the City, the 3-year retention requirement is not applicable to the CONSULTANT.

B. The retention period starts from the date of the submission of the final expenditure report.

C. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless written authorization to remove them is granted by the City.

D. Any subcontract entered into by CONSULTANT for work to be performed under this

Agreement must include an identical provision.

§410 Reporting Requirement

A. At a minimum quarterly, and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information in both paper documents and electronic files, as the City may request pertaining to matters covered by this Agreement.

B. For any exceptions to the provision of this Section, the CONSULTANT shall have obtained written approval from the City.

C. If the CONSULTANT's reports or other documentation are not submitted as required, the City reserves the right to withhold payments to the CONSULTANT or to impose other sanctions, at the City's sole discretion.

§411 Validity of Financial Documentation Submission

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

V. REMEDIES

§501 Breach

A. In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representations made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that it in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

B. The CONSULTANT's full compliance with the terms of this Agreement will have significant benefits to the City, and to the property and quality of life therein, through the preservation, provision, and protection of open spaces, park, community gathering areas for all residents, public art, and the planting of trees. Because such benefits exceed, to an immeasurable and unascertainable extent, the amount of public monies that the City furnishes under the provisions of this Agreement, the CONSULTANT agrees that payment by the CONSULTANT to the City of an amount equal to the amount of the monies disbursed under this Agreement by the City would be

inadequate compensation to the City for any breach by the CONSULTANT of this Agreement. The CONSULTANT further agrees, therefore, that the appropriate remedy in the event of a breach by the CONSULTANT of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the City. Nothing in this Section shall limit in any way the City's legal or equitable remedies under this Agreement.

§502 Defaults

A. Should the CONSULTANT fail for any reason(s) to comply with the contractual obligations of this Agreement, the City reserves the right to exercise any of the following remedies:

1. Reduce the total budget and funding to conform to the CONSULTANT's actual performance.

2. Suspend project operations in accordance with *§504 Suspension* of the Agreement.

3. Terminate the Agreement in accordance with *§505 Termination* of this Agreement.

4. Recover spent funds.

5. Assume the management of activities covered under this Agreement, either directly or by contract.

B. The City shall provide written notice of default to the CONSULTANT as provided in this Agreement and the CONSULTANT shall have fifteen (15) calendar days to cure the default. In the event the CONSULTANT fails to cure the default within fifteen (15) calendar days, City may avail itself of all right or remedies available at law or equity, including but not limited to those referred to in this Agreement. In the event the CONSULTANT commences to cure default which reasonably requires more than fifteen (15) days to cure and the CONSULTANT diligently pursues curing the default, the CONSULTANT will not be held in default so long as the CONSULTANT is diligently pursuing their actions to cure and completing the cure in a reasonable time period.

§503 Notices of Suspension or Termination

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

§504 Suspension

A. The City may suspend all or part of the project operations for failure of the CONSULTANT to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

B. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

C. Within five (5) working days, the CONSULTANT shall reply in writing setting forth the corrective actions which will be undertaken, subject to written approval.

D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the CONSULTANT is not fully insured in compliance with *§619 Insurance* of this Agreement. Performance shall not resume without the prior written approval of the City.

§505 Termination

A. The parties agree that at any time during the term of this Agreement, the City may terminate this Agreement or any part thereof for material breach as specified in *§501 Breach* of this Agreement, or as specified in *§502 Defaults* of this Agreement, for uncured default upon giving the CONSULTANT written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. In the event that the CONSULTANT ceases to operate (i.e., dissolution of business entity status, declaration of bankruptcy, etc.), the CONSULTANT shall provide to the City copies of all records relating to this Agreement.

C. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the CONSULTANT for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

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

VI. GENERAL TERMS AND CONDITIONS AND CONTRACTING PROVISIONS

§601 General

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

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

§602 Construction of Provisions and Titles Herein

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

§603 Applicable Law, Interpretation and Enforcement

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

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

§604 Competitive Proposal Requirement

A. Upon the execution of Agreement, any new subcontracts entered into by the CONSULTANT exceeding the amount of One Hundred Thousand Dollars ($100,000) shall be let only by competitive proposals, except where using a sole supplier of services or materials, which is justified and approved in advance by the City. The CONSULTANT shall submit to the City evidence that it has received a minimum of three (3) verifiable proposals for such subcontract and justification for selection of the successful proposer or documentation to support the fact of the sole supplier. Consideration shall be given to local proposers and/or proposers with a demonstrated record of hiring local workers. Records shall be maintained by the CONSULTANT

showing the successful proposer or documentation to support the fact of the sole supplier. Records shall be maintained by the CONSULTANT showing the parties solicited and the proposals submitted.

B. This section shall not apply to any subcontracts entered into with Artist(s) for artwork. Any subcontracts entered into with Artist(s) by the CONSULTANT shall comply with the bidding process set forth by the Department of Cultural Affairs.

§605 Compliance with Prevailing Wages Laws

The CONSULTANT warrants and certifies that in the performance of this Agreement, it shall comply and cause its contractors and subcontractors to comply with City and state laws related to the payment of prevailing wages for public works projects. Information concerning prevailing wages can be obtained from the Department of Public Works, Bureau of Engineering, (213) 847-6480. Monitoring of prevailing wages compliance will be conducted by BOE or the Bureau of Contract Administration's Office of Contract Compliance and shall be charged to the CONSULTANT at the rate set by the Bureau of Contract Administration. This charge shall be considered an allowable cost under this Agreement.

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

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

Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 703-4774, Fax (415) 703-4771.

§606 Compliance with Statutes and Resolutions

A. The CONSULTANT warrants and certifies that in the performance of this Agreement, it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County and the City of Los Angeles, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment; the City's anti-discrimination provisions and Affirmative Action Plan; and abatement of Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP), including insuring that all personnel involved in the abatement or removal process of

all ACMs and LBP will wear the necessary, legally-required protective clothing and respiratory gear and that the work done by properly licensed personnel. If during the course of this Agreement, the City receives or promulgates new or revised laws, regulations and/or procedures that apply to the performance of this Agreement, such data shall be submitted to the CONSULTANT for compliance thereto. These conditions shall be made an integral part of any subsequent amendment arising out of new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

B. Applicable statutes, rules, or regulations may include, but are not limited to, the following:

1. Clean Air Act, as amended (42 USC 1857, *et seq.*);
2. Federal Pollution Control Act, as amended (33 USC 1251, *et seq.*);
3. Title VI of the Civil Rights Act of 1964, (42 USC 2000d), and implementing regulations;
4. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 USC 2000e), and implementing regulations;
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (29 USC 794), and implementing regulations issued at 45 CFR, Part 84;
6. The Americans with Disabilities Act (ADA), PL 101-336 and all applicable regulations;
7. The Age Discrimination Act of 1975, as amended, (42 USC 6101, *et. seq.*) implementing regulations;
8. City of Los Angeles Worker Retention and Living Wage Ordinance. Section 10.36 *et seq.*, and Section 10.37 *et seq.*, of the Los Angeles Administrative Code (LAAC).
9. City of Los Angeles Equal Benefits Ordinance. Section 10.8.2.1 *et seq.*, of the Los Angeles Administrative Code.
10. City of Los Angeles First Source Hiring Ordinance. Section 10.44 *et seq.,* of the Los Angeles Administrative Code
11. City of Los Angeles Contractor Responsibility Ordinance. Section 10.40 *et seq.*, of the Los Angeles Administrative Code
12. City of Los Angeles Slavery Disclosure Ordinance. Section 10.41 of the Los Angeles Administrative Code.
13. Iran Contracting Act of 2010 Compliance Affidavit.
14. City Contractors' Use of Criminal History for Consideration of Employment Applications.
15. Disclosure of Border Wall Contracting.
16. Disclosure of Contracts and Sponsorship of the National Rifle Association.

§607 Conflict of Interest

A. The CONSULTANT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the contractor or subcontractor; or where the selection

of contractors or subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or partner, or organization has a financial interest in the subcontract;

2. The subcontractor is an entity or someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such persons would be prohibited by the California Political Reform Act, California Government Code Section 87100 *et seq.* If such person were a public officer, because such person would have a "financial or other interests" in the subcontract.

B. Definitions

1. The term "immediate family" includes but is not limited to those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, son-in-law, and daughter-in-law.

2. The term "financial or other interest" includes but is not limited to:

   a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

   b. Any of the following interest in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity or membership on the board of director or governing body.

C. The CONSULTANT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from an actual or potential subcontractor, supplier, a party to a sub-agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The CONSULTANT shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the CONSULTANT.

E. Prior to obtaining the City's approval of any subcontract, the CONSULTANT shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the CONSULTANT or any of its officers, directors or employees or their immediate family

with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles and State of California regulations regarding conflict of interest.

G. The CONSULTANT warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

H. The CONSULTANT covenants that no member, officer or employee of the CONSULTANT shall have any interest, direct or indirect, in any contract or subcontract of the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The CONSULTANT shall incorporate the foregoing Subsections of this Section into every agreement that it enters into in connection with this Project and shall substitute the term "subcontractor" for the term "CONTRACTOR" or "CONSULTANT."

§608 Construction Subcontracts

A. If the CONSULTANT has already selected and entered into a contract with a construction subcontractor to assist in the performance of this Agreement prior to the execution of this Agreement, then the CONSULTANT shall obtain City's written approval within 10 business days from the date of execution of this Agreement.

B. Applicable labor standard provisions including assurances that the construction subcontractor shall pay all his/her employees based upon prevailing wages and the General Conditions shall be a part of all construction subcontracts awarded pursuant to this Agreement.

C. The construction subcontract shall require the construction subcontractor to comply with the provisions under *§202 Specific Requirements of the CONSULTANT.*

D. Upon award of the construction subcontract, the construction subcontractor shall develop and submit to the CONSULTANT, the Architect, and the City a Proposed PAYMENT SCHEDULE of Work for approval before starting the construction work. The Proposed PAYMENT SCHEDULE of Work shall describe in details the sequence of the construction activities, the dates, the locations, trades and number of workers, materials to be placed, and types of equipment to be used to complete the contract in the form of tabulations or scheduling charts.

E. If the construction subcontractor desires to make a major change in the PAYMENT SCHEDULE after commencing, or if the PAYMENT SCHEDULE fails to reflect the actual progress, the construction subcontractor shall submit to the CONSULTANT,

the Architect, and the City a revised PAYMENT SCHEDULE in advance of beginning revised operations.

§609 Subconsultant/subcontractor Services

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

1. The solicitation for proposals, if required pursuant to Section 604 (or sole source justification).

2. The list of persons or firms to which the solicitation announcement was sent if required pursuant to Section 604.

3. A minimum of three proposals (if required pursuant to Section 604).

4. Specific reasons for the selection of the prospective subcontractor. A resume or job application which fully describes the subcontractor's previous experience, particularly as it relates to the services to be performed under the subcontract.

5. The proposed subcontract which includes the following:

   a. Full description of the work activities that will be performed by the subcontractor.
   b. The length of time the subcontractor will be retained.
   c. The fee to be paid to the subcontractor indicating whether an hourly, rate, weekly rate, or job completion date is to be the basis for payment.

§610 Consultant Personnel

A. The CONSULTANT shall employ persons meeting the qualifications for those positions they hold.

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

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

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

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

§612 Effect of Legal Judgment

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

§613 Claims for Labor and Materials

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

§614 Indemnification

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

§615 Intellectual Property Indemnification

The CONSULTANT, at its own expense, shall defend, indemnify, and hold harmless the City, State, and LA Metro and any of their boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, State, and LA Metro including but not limited to, costs of experts and

consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONSULTANT, or its Subcontractors, in performing the work under this Agreement; or (2) as a result of the City's actual or intended use of any Work Product (as defined in *§618 Ownership and License*) furnished by the CONSULTANT, or its subcontractors of any tier, under this Agreement. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

§616 Intellectual Property Warranty

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

§617 Ownership and License

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

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

While any artwork is installed in the public right of way or on other public property, the City shall have a non-exclusive license to reproduce the artwork for any noncommercial use.

§618 Data Protection

A. The CONSULTANT shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Agreement, including but not limited to customer lists and

customer credit card or consumer data, (collectively, the "City Data"). The CONSULTANT shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the CONSULTANT's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONSULTANT shall begin remediation immediately. The CONSULTANT shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the CONSULTANT until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The CONSULTANT shall cooperate fully with the City, its agents and law enforcement.

B. If the City is subject to liability for any Data Breach or Security Incident, then the CONSULTANT shall fully indemnify and hold harmless the City, State, and LA Metro and defend against any resulting actions.

§619 Insurance

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

§620 Limitations of Corporate Acts

The CONSULTANT shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under *§106 Compensation* herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing. The CONSULTANT shall notify the City immediately in writing of any change in the CONSULTANT's organizational name.

§621 Limitations of Expenditures

A. The CONSULTANT shall not expend funds provided under this Agreement prior to the

commencement of this Agreement, during suspension or subsequent to termination of this Agreement.

B. Expenditures shall be made in conformance with the City approved PAYMENT SCHEDULE, and shall meet criteria established for allowable costs under *§401 Allowable and Unallowable Costs* of this Agreement.

§622 Lobbying Prohibited

A. None of the funds provided under this Agreement shall be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

B. The CONSULTANT and its subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any disclosure form previously filed by the CONSULTANT.

§623 Mandatory Provisions Pertaining to Non-Discrimination in Employment

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

A. The CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, The CONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Affirmative Action Program" provisions of this Agreement.

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

§624 Participation of Minority, Women and Other Business Enterprises

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

§625 Permits

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

§626 Los Angeles City Business Tax Registration Certificate Required

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

§627 Political Activity Prohibited

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

§628 Assignment and Delegation

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

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

§629 Prohibition of Legal Procedures

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

§630 Public Information

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

§631 Restriction on Disbursements

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

§632 Confidentiality

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

§633 Subcontracts

A. For the purpose of this Agreement, subcontracts shall include, but not be limited to, third party agreements, consultant services subcontracts, and subcontracts.

B. Subcontracts entered into in the performance of this Agreement shall:

1. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement. These provisions include, but are not limited to the following

    a. §623 Mandatory Provisions Pertaining to Non-Discrimination in Employment
    b. §640 Child Support Assignment Orders
    c. §641 Living Wage Ordinance
    d. §642 Worker Retention Ordinance
    e. §644 Contractor Responsibility Ordinance
    f. §645 Iran Contracting Act of 2010
    g. §653 Consultant's Use of Criminal History for Consideration of

Employment Applications

2. Specifically prohibit assignment or transfer of interest without prior written approval by the City.

3. Specifically provide proof, when applicable, of the appropriate permits and/or business licenses.

C. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City prior to payment.

§634 Amendments

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

§635 Waivers

A. Waivers of any provision of this Agreement must be in writing and signed by the appropriate authorities of the City or the CONSULTANT.

B. A waiver of a default of any part, term or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

§636 Complete Agreement

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

§637 Number of Originals and Exhibits and Counterparts

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

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

§638 Severability

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

§639 Excusable Delays

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

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

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

§640 Child Support Assignment Orders

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

§641 Living Wage Ordinance

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

§642 Worker Retention Ordinance

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

§643 Access and Accommodations

The CONSULTANT represents and certifies that:

A. The CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. The CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to City-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

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

§644 Contractor Responsibility Ordinance

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

§645 Iran Contracting Act of 2010

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

of 2010 Compliance Affidavit."

§646 Warranty and Responsibility of Consultant

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

§647 Slavery Disclosure Ordinance

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

§648 Restrictions on Campaign Contributions and Fundraising in City Elections

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

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it

changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

§649 Limitation of City's Obligation to Make Payment to Consultant

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

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

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

§651 Compliance with California Public Resources Code Section 5164

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

If applicable, the CONSULTANT shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the City. The CONSULTANT is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of

any Subcontractor) of the CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at the CONSULTANT's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§652 Possessory Interests Tax

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

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

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

§654 Disclosure of Border Wall Contracting Ordinance

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

§656 First Source Hiring Ordinance

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

[Signature page follows.]

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

THE CITY OF LOS ANGELES, a Municipal Corporation	DESTINATION CRENSHAW

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

By: _____
Alfred Mata
Interim City Engineer

Date: _____

By: _____
Jason W. Foster
Destination Crenshaw

Date: _____

By: _____
Steve Kang
President, Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO
City Attorney

By: _____
EDWARD M. JORDAN
Assistant City Attorney

Date: _____

ATTEST:

PATRICE Y.LATTIMORE
City Clerk

By: _____
Deputy City Clerk

Date: _____

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

EXHIBIT A

DESTINATION CRENSHAW

A CALIFORNIA PUBLIC BENEFIT CORPORATION

BY-LAWS

Article I
NAME AND LOCATION

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

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

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

Article II
PURPOSES

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

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

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

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

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

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

Article III
CORPORATION WITHOUT MEMBERS

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

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

Article IV
BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article V
COMMITTEES

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

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

(a) Approve any action that, under the Law or the Articles of Incorporation or these bylaws, also requires approval of the members or approval of a majority of all members;

(b) Fill vacancies on, or remove members of, the Board of Directors or in any committee that has the authority of the Board;

(c) Fix compensation of the directors for serving on the Board or on any committee;

(d) Amend or repeal the Articles of Incorporation or bylaws or adopt new bylaws;

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

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

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

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

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

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

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

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

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

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

(a) The chairperson of the Board;

(b) The treasurer of the corporation;

(c) Any employee of the corporation; or

(d) Any person with a material financial interest in any entity doing business with the corporation.

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

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

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

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

Article VI
OFFICERS

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

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

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

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

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

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

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

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

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

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

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

Article VII
LIABILITY AND INDEMNIFICATION

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

Section 2. Indemnification.

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

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

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

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

Article VIII
GENERAL PROVISIONS

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

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

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

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

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

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

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

Article IX
REVIEW OF CERTAIN TRANSACTIONS

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

(a) The panel of the Board of Directors approving the transaction must be composed entirely of individuals unrelated to and not under the control of the disqualified person or persons involved in the transaction;

(b) The Board of Directors shall consider whether the proposed transaction is reasonable

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

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

Article X
STANDARD OF CARE

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

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

(a) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as in any such case, the director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

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

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

advance.

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

A) Definitions

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

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

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

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

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

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

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

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

B) Procedures

1. Duty To Disclose

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

arrangement.

2. Determining Whether A Conflict Of Interest Exists

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

3. Procedure For Addressing The Conflict Of Interest
In the event that the Board determines that a proposed transaction or arrangement presents a conflict of interest, the Board shall take the following actions:

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

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

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

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

4. Violations of the Conflict of Interest Policy

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

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

5. Records and Procedures

The minutes of the Board shall contain:

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

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

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

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

(b) Has read and understands the policy;

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

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

Section 4. Compensation.

A) Definitions

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

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

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

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

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

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

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

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

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management corporations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

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

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

Article XI
AMENDMENT OF BYLAWS

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

Article XII
CERTIFICATE

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

_____
Secretary

EXHIBIT B

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Destination Crenshaw Date: 10-15-19

Agreement/Reference: Destination Crenshaw Project

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

Limits

✔ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 1,000,000

☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✔ **General Liability** Aggregate coverage only during construction — 5,000,000

● Products/Completed Operations ☐ Sexual Misconduct ____

☐ Fire Legal Liability ____

● $2 million aggregate coverage required post construction

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

✔ **Professional Liability** (Errors and Omissions) — 1,000,000

Discovery Period 12 months following approval of project

✔ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) — ____

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood ____ ● Builder's Risk

☐ Earthquake ____ ● During the course of construction

✔ **Property Coverage - Fine Arts** — ____

● Insurance for the repair and replacement of damaged artwork within Destination Crenshaw

✔ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds — **100% of the contract amount

___ **Crime Insurance** — ____

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

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

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

EXHIBIT C

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and it implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract Number _____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____

SIGNATURE _____

DATE _____

EXHIBIT D

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

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

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department Contract Number

EXHIBIT E

City of Los Angeles
CALIFORNIA

ERIC GARCETTI
MAYOR

NOTICE TO APPLICANTS & EMPLOYEES
FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

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

THESE ARE YOUR RIGHTS…

1. **Employers cannot inquire about or seek information about an Applicant's Criminal History until <u>after</u> a Conditional Offer of Employment has been made to the Applicant*.**

   ✓ This includes job solicitations and applications or during any conversations or interviews

2. **If an Employer decides to rescind an offer of employment based on information discovered during the criminal background check, the Employer is required to perform an Individualized Assessment.**

   ✓ Individualized Assessment - a written assessment that effectively links the specific aspects of the Applicant's Criminal History with risks inherent in the duties of the Employment position sought by the Applicant.
   ✓ If the offer is rescinded, the Applicant must receive:
   - Written notification
   - Copy of the Individualized Assessment, and
   - Copies of any documentation used in the Employer's decision

3. **The Applicant has the right to the Fair Chance Process.**

   ✓ The Applicant has the opportunity to provide information or documentation to an Employer regarding the accuracy of his/her Criminal History or Criminal History Report or that should be considered in the Employer's assessment, such as evidence of rehabilitation or other mitigating factors.
   ✓ The Employer is required to hold the job open for at least five (5) days from the date notification of a rescinded offer of employment to allow an Applicant to submit such documentation, and, the Employer is required to review any documentation in order to reassess their decision.

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

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

City of Los Angeles
CALIFORNIA

ERIC GARCETTI
MAYOR

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

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

ÉSTOS SON SUS DERECHOS…

1. **Los empleadores no deben preguntar al solicitante sobre los antecedentes penales hasta <u>despúes</u> de que se le ha dado al solicitante una oferta condicional de empleo.**

   ✓ Ésto incluye solicitaciones y solicitudes de empleo o durante cualquier tipo de conversaciones o entrevistas

2. **Si el empleador decide revocar la oferta de empleo como resultado de la investigación de antecedentes, el empleador está obligado a realizar una evaluación individualizada.**

   ✓ Evaluación Individualizada – Un análisis por escrito de las funciones y responsabilidades del trabajo, los antecedentes penales del solicitante, y cualquier otro factores que pueden afectar a la decisión de contratación.
   ✓ Si se retiró la oferta, el solicitante debe recibir:
   - Un aviso por escrito
   - Una copia de la evaluación individual, y
   - Copias de todos los documentos que el empleador utilizó a llegar a la decisión

3. **El solicitante tiene el derecho al proceso de la Oportunidad Justa.**

   ✓ El solicitante tiene cinco (5) días desde la fecha cuando recibió el aviso de retiro de oferta para juntar y entregar documentos que muestra la prueba de rehabilitación y/o errores en la investigación de antecedentes. Se requiere que los empleadores examinen cualquier documentación presentada para reexaminar su decisión.

PARA MÁS INFORMACIÓN O ASISTENCIA, PUEDE LLAMAR A:
City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Teléfono: (213) 847-2625 – Email: WagesLA@lacity.org

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

Exhibit F
Fourth Amended and Restated Agreement
November 2025

EXHIBIT F

Phase	Expense	Cost	Source of Fund	Scope of Work	Deliverables	Previous Payments *	Advance #3	Advance #4	Advance #5	Advance #6	Advance #UC No. 1	Advance #7	Advance #8	Payment #9	Payment #10	Payment #11	% Complete	Remaining Contract Retention	Notes
Pre-Construction	Perkins & Will Design Fees	$ 1,500,000	City-2019	- Architectural design	Construction documents progress, meeting attendance,	$ 1,380,000								$ 120,000			100%		*Scope Performed - Partial Release*
		$ -		- Art curation	project coordination, lighting and electrical design,														
		$ -		- Exhibition design	survey, traffic study progress														
Construction	Construction Cost	$ 1,000,000	City - 2021	Cultural Infrastructure			$ 920,000										20%	$ 80,000	*8% held until completion*
Construction	Construction Cost	$ 5,997,979	City - 2023 - CTIEP (Municipal Facilities) Municipal Facilities Projects	Construction of Sankofa Park per approved plans.	- Sankofa Park Construction					$ 5,997,979									
Construction	Construction Cost	$ 3,714,776	City - 2023 - CTIEP (Physical Plant) Street Projects	Construction of K-Line Pedestrian Linkage per approved plans	- Sankofa Park and Tunnel Lid Construction					$ 3,714,776									
Construction	Construction Cost	$ 1,639,147	City - 2023 - Council Community Projects	Construction of Crenshaw Blvd. Tunnel Lid per approved plans	- Tunnel Lid Construction					$ 1,639,147									
Construction	Construction Cost	$ 477,314	City - 2023 - Citywide/Regional Arts Support & Community Cultural Programs	Construction of the Crenshaw Wall construction and public art restoration per approved plans.	- Crenshaw Wall Restoration Construction						$ 477,314								
Construction	Construction Cost	$ 1,170,784	City - 2023 - CTIEP (Municipal Facilities) Municipal Facilities Projects	Purchase and installation of Sidewalk Pavers and Landscaping per approved plans	- Streetscape Construction - Sidewalk Pavers Purchase and Installation						$ 1,170,784								*Can be released with approved expenditures*
		$ -																	
Pre-Construction	Perkins & Will Design Fees	$ 135,390	State - 2019	- Architectural	Construction documents progress, meeting attendance,	$ 124,559											100%	$ 10,831	*8% held until completion*
		$ -		- Structural engineering	project coordination, lighting and electrical design,														
		$ -		- Civil engineering	art curation														
		$ -		- Landscape design															
		$ -		- Exhibition design															
Pre-Construction	Owner's Representative Fees	$ 76,900	State - 2019	Services for July 2019 - Oct 2019	Monthly activity reports	$ 70,748											100%	$ 6,152	*8% held until completion*
Pre-Construction	PCL Construction Fees - Testing, Mapping, Mobilization	$ 95,000	State - 2019	Services for Sept 2019 - Dec 2019	Materials testing, underground utility mapping, and field office set-up	$ 87,400											100%	$ 7,600	*8% held until completion*
Pre-Construction	Artist Fees	$ 1,569,175	State - 2019	25% of first 10 permanent art commissions total budget	Signed contracts from artists	$ 1,278,731	$ 164,910										82%	$ 125,534	*8% held until completion*
Construction	P&W Anticipated Design Fees	$ 150,900	State - 2019	- Architectural design	Permit drawing set progress	$ 127,536	$ 11,292										100%	$ 12,072	*8% held until completion*
				- Structural engineering															
				- Civil engineering															
				- Landscape design															
				- Exhibition design															
Construction	Paver and Landscape Installation	$ 5,499,810	State - 2019	Installation of Sidewalk Pavers and Landscaping per approved plans	Completion of Paver Testing, Paver and Landscaping Installation	$ 1,642,466	$ 1,388,000	$ 1,509,534	$ 778,667									$ 181,143	*8% held until completion*
Construction	Owner's Representative Fees	$ 211,475	State - 2019	Coordination meetings and communication with design team, contractor, and artists	Monthly activity reports	$ 38,452	$ 52,035	$ 52,035	$ 52,035								100%	$ 16,918	*8% held until completion*
Construction	P&W Anticipated Construction Administration Fee	$ 830,000	State - 2019	Respond to requests for information, provide additional drawings / specifications, review construction progress, and art curation / placement	Document information sent in reply to contractor's requests, art placement updates, attend site meetings	$ 108,339	$ 167,760	$ 305,501	$ 182,000								100%	$ 66,400	*8% held until completion*
Construction	Outreach, Engagement, Comms	$ 1,150,000	State - 2019	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activites	$ 670,467	$ 127,000	$ 161,000	$ 99,533								100%	$ 92,000	*8% held until completion*
Construction	Construction Costs	$ 2,746,850	State - 2022	Sankofa Park – General Conditions & Construction Management	Sankofa Park Construction			$ 2,527,102									95%	$ 219,748	** Retention held until completion*
Construction	Public Art Commissions	$ 2,877,711	State - 2022	Design, fabrication, site prep activites, and commission installation	Installed art work			$ 1,500,000	$ 1,147,494								82%	$ 230,217	*8% held until completion*
Construction	Exhibition & Design/Wayfinding	$ 679,851	State - 2022	Design, fabrication, stakeholder engagement, and exhibition installation	Installed exhibition information and wayfinding signage			$ 320,000	$ 305,463								55%	$ 54,388	** Retention held until completion*
Construction	Owner's Representative Fees	$ 69,210	State - 2022	Coordination meetings and communication with design team, contractors, and artists	Monthly activity reports			$ 32,000	$ 31,673								100%	$ 5,537	** Retention held until completion*
Construction	Outreach, Engagement, Comms	$ 126,378	State - 2022	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activites			$ 60,000	$ 56,268								100%	$ 10,110	*8% held until completion*
Construction	Construction Costs	$ -	ARRA	54th Street East Parking Lot Construction	Parking Lot construction at 54th Street East				$ 282,440					$ (282,440)			15%		**Retention delete due to credit*
Pre-Construction	Sankofa Park Design Fees	$ 300,000	LA Metro	- Architectural design	Construction documents progress, meeting attendance,	$ 276,000								$ 24,000			100%		*Scope Performed - Partial Release*
				- Structural engineering	project coordination, lighting and electrical design,														
				- Civil engineering	presentations, approval/permit process management														
				- Landscape design															
Construction	Sankofa Park	$ 14,200,000	LA Metro	Construction of Sankofa Park	Completion of Sankofa Park to include the viewing	$ 3,724,660	$ 3,519,220	$ 3,820,120	$ 2,000,000					$ 1,136,000			100%		*Scope Performed - Partial Release*
				per approved plans	platform, lighting, plaza, seating, utilities, landscaping,														
					irrigation, security, signage														
					Q4 2021 - storm drain construction														
					Q1-Q2 2022 - utilities, footings, retaining walls, and piles														
					Q2-Q3 2022 - concrete columns and slabs														
					Q4 2022 - concrete stairs														
Pre-Construction	Analysis and Planning Costs	$ 150,000	City 2024- BSL (CPUC Local Agency Technical Assistance Grant from State Awarded in November 2022)	analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within the communities adjacent to the Crenshaw Boulevard Corridor District. Work to be completed by Destination Crenshaw subcontractor HR&A	HR&A deliverables and expenditures approved by BSL							$ 125,000		$ 25,000			100%		*Scope Performed - Partial Release*
Construction	Construction	$ 500,000	City 2024- LADOT	construction of new traffic signals and crosswalks at Southbound Crenshaw Boulevard and Brynhurst Avenue, Northbound Crenshaw Boulevard to Sankofa Park, and Leimert Boulevard to Sankofa Park.	retention can be released after LACMTA approves reimbursement to the city							$ 460,000					95%	$ 40,000	*8% held until completion*
Construction	Construction -- Traffic Control / TCTMC	$ 2,000,000	City 2024 - AB1290	Funding is for additional K-rail, fencing, traffic control plan consulting, traffic control implementation	Reimbursement for previous expenses incurred							$ 1,840,000		$ 160,000			100%		*Scope Performed - Partial Release*
Construction	Construction	$ 140,725	CTIEP - 100/54	Construction of Public Right Away and Public Property per approved plans	Sankofa Park and Tunnel Lid Construction per approved plans								$ 140,725				5%		
Construction	Construction	$ 5,209,936	Measure R - 51Q/94	Construction of Public Right Away and Public Property per approved plans	Sankofa Park and Tunnel Lid Construction per approved plans								$ 4,793,141				8%	$ 416,795	*8% held until completion*
Construction	Construction	$ 415,481	SPRF - 353/94	54th Street & 50th Street East Parking Lot Construction	Parking Lot construction at 50th and 54th Street East								$ 415,481				10%		
Construction	Construction	$ 3,379,170	MAT - LACMTA	Construction of Public Right Away and Public Property per approved plans	Tunnel Lid / Crenshaw First-Last Mile construction per approved plans to include crosswalk, lighting, and landscaping										$ 1,554,418	$ 1,554,418		$ 270,334	*8% held until completion*
Construction	Construction	$ 9,833,579	CTIEP - 100/54	-- Construction of Public Right Away and Public Property per approved plans -- Public art design, fabrication, site prep activites, and commission installation -- Respond to requests for information, provide additional drawings / specifications, review construction progress, and art curation / placement -- Design, fabrication, stakeholder engagement, and exhibition installation -- Coordination meetings and communication with design team, contractors, and artists -- Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	- Sankofa Park and Tunnel Lid Construction per approved plans - Installed art work - Construction documents progress, meeting attendance, project coordination, lighting and electrical design, art curation - Installed exhibition information and wayfinding signage - Monthly activity reports - Written and/or photo documentation of all activites									$ 9,833,579					
Construction	Construction	$ 2,268,430	Raise LA Fund - 67H/50	Construction of Public Right Away and Public Property per approved plans	Tunnel Lid and Streetscape construction per approved plans to include crosswalk, lighting, and landscaping and tree installation.									$ 2,268,430					
Construction	Construction	$ 2,988,746	Measure R Local Return Fund - 51Q/94	Construction of Public Right Away and Public Property per approved plans	Tunnel Lid and Streetscape Construction per approved plans to include crosswalk, lighting, and curb ramps									$ 2,988,746					
Construction	Construction	$ 710,159	Engineering Special Services Fund - 682/50	Construction of Public Right Away and Public Property per approved plans	Tunnel Lid and Streetscape Construction per approved plans to include crosswalk, lighting, and landscaping									$ 710,159					
			Partial Retention Release																
	Total Funding Available	$ 73,814,876				**$ 9,529,358**	**$ 6,350,217**	**$ 10,287,292**	**$ 4,935,573**	**$ 11,351,902**	**$ 1,648,098**	**$ 2,425,000**	**$ 5,349,347**	**$ 16,983,474**	**$ 1,554,418**	**$ 1,554,418**		**$ 1,845,779**	
	Total Expenses	$ 73,814,876					$ 15,879,575	$ 26,166,867	$ 31,102,440	$ 42,454,342	$ 44,102,440	$ 46,527,440	$ 51,876,787	$ 68,860,261	$ 70,414,680	$ 71,969,098		$ 73,814,876	
	Balance	$ -																	

Funding Breakdown:

LA Metro	$ 14,500,000
State - 2019	$ 9,718,650
State - 2022	$ 6,500,000
City of Los Angeles	$ 1,500,000
City of Los Angeles - 2021	$ 1,000,000
City of Los Angeles-2023	$ 13,000,000
City of Los Angeles- 2024	$ 2,650,000
City of Los Angeles- 2024	$ 5,766,142
LACMTA - MAT - 2025	$ 3,379,170
City of Los Angeles - 2025	$ 9,833,579
City of Los Angeles - 2025	$ 2,268,430
City of Los Angeles - 2025	$ 2,988,746
City of Los Angeles - 2025	$ 710,159
Total Funding:	$ 73,814,876

EXHIBIT G

CITY OF LOS ANGELES
ARTIST RELEASE FORM

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

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

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

INDEMNIFICATION: The ARTIST shall indemnify, defend and hold the CITY, STATE, and the LA METRO and any of their boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, damages, and expenses, including reasonable attorney's fees, which arise out of the installation and display of the ARTWORK, or arise out of or result from the performance of the ARTWORK.

Name of Artist (type or print legibly): _____

Address: _____

Email: _____ Phone: _____

Inventory of Artwork for display: _____

Artwork installed at: _____

Artist's Signature: _____ Date: _____

Consultant's Signature: _____ Date: _____

CONTRACT SUMMARY SHEET

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

DATE: 7/30/2021

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Public Works- Engineering

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

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

ADOPTED BY COUNCIL: 7/2/2021
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT X
AMENDED AND RESTATED ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT ___

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

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

TOTAL AMOUNT: $14,500,000

PURPOSE OF CONTRACT:

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

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

2. Designation of Representatives.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.29 "TOCs" has the meaning set forth in Recital A.

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

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

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

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

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

5.1 Payment Schedule; Submission of Invoices and Documentation.

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

City shall submit the Invoice and Documentation to:

ACCOUNTSPAYABLE@METRO.NET (preferable)

Or

Mail to:

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

All Invoices and Documentation must contain the following information:

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

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

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

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

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

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

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

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

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

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

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

5.2 Use of Funds.

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

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

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

5.3 Disbursement of Funds.

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

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

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

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

5.3.5 Timely Use of Funds / Programming of LACMTA Funds.

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

i. The submittal of an Expenditure and Reconciliation Report satisfactory to LACMTA with every Advance Payment Invoice; and

ii. Expending the LACMTA Funds for the Allowable Costs and completing the Project no later than twenty-four (24) months following the Commencement Date.

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

6. Real Property Transfer.

6.1 Transfer of the Property.

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

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

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

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

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

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

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

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

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

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

City's Initials

6.3.3 Transit Proximity Waiver.

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

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

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

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

City's Initials

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Damage to LACMTA Facility.

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

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

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

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

18. Indemnity, Warranties and Insurance.

18.1 Indemnity.

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

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

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

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

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

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

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

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

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

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

19. Audit Rights and Inspection of Records.

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

19.1.1 City agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). City's Expenditure and Reconciliation Report submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (to be provided to City) and Office of Management and Budget ("**OMB**") Circular A-87. The allowability of costs for City's contractors, consultants and suppliers submitted to LACMTA through City's Expenditure and Reconciliation Reports shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulations, Subpart 31 (FAR), whichever is applicable. Any use of the LACMTA Funds which is expressly prohibited under this Agreement shall be an ineligible use of the LACMTA Funds and may be disallowed by LACMTA audit. City's records are those records related to the Project and maintained by City in the normal course of City's business and shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering

negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "**City Records**"). City Records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such City Records subject to audit shall also include, without limitation, those City Records deemed necessary by LACMTA to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Project. These City Records must be retained by City for three (3) years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

19.1.2 LACMTA will commence a final audit within six (6) months of receipt of an acceptable final Invoice and Documentation, provided the Project is ready for final audit (meaning all LACMTA Funds have been expended for Allowable Costs, which have been paid by City or Consultant, and such Allowable Costs and related Invoices and Documentation are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization, including actual indirect rates for the period covered by the Agreement period under review).

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

19.2 Audit Rights Related to Consultant. City shall require Consultant (and Consultant shall require all Consultant Parties (defined below)) to comply with the requirements of Sections 19.1 above. City shall require Consultant (and Consultant shall require all Consultant Parties) to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project. Accordingly, City shall require that Consultant:

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

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

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

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

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

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

20. Resolution of Disputes.

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

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

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

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

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

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

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

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

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

21. Default Definitions.

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

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

22. Remedies for Default.

22.1 Remedies for City Default.

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

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

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

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

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

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

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

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

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

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

24. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

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

By: Gary Lee Moore
Electronically signed by 21866
Name: Gary Lee Moore
Title: City Engineer
Date: 07/29/2021

By: Tony M. Royster for TMR
Name: Tony M. Royster
Title: General Manager
Date: 7-30-21

APPROVED AS TO FORM:

MICHAEL N. FEUER
City Attorney

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

ATTEST:

HOLLY L. WOLCOTT
City Clerk

By: O. Smith
Deputy
Date: 7-30-21

[signatures continue on following page]

METRO:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Stephanie Wiggins, Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy

Exhibit A

Destination Crenshaw Rendering

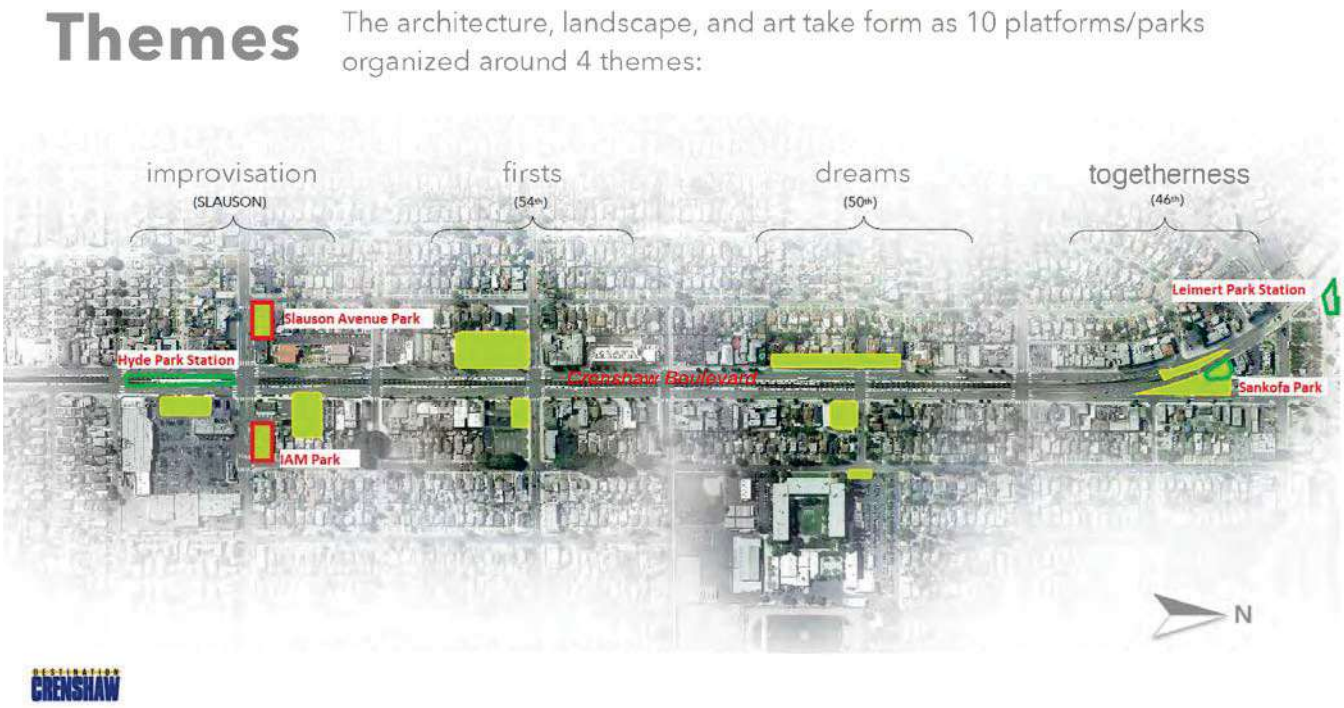
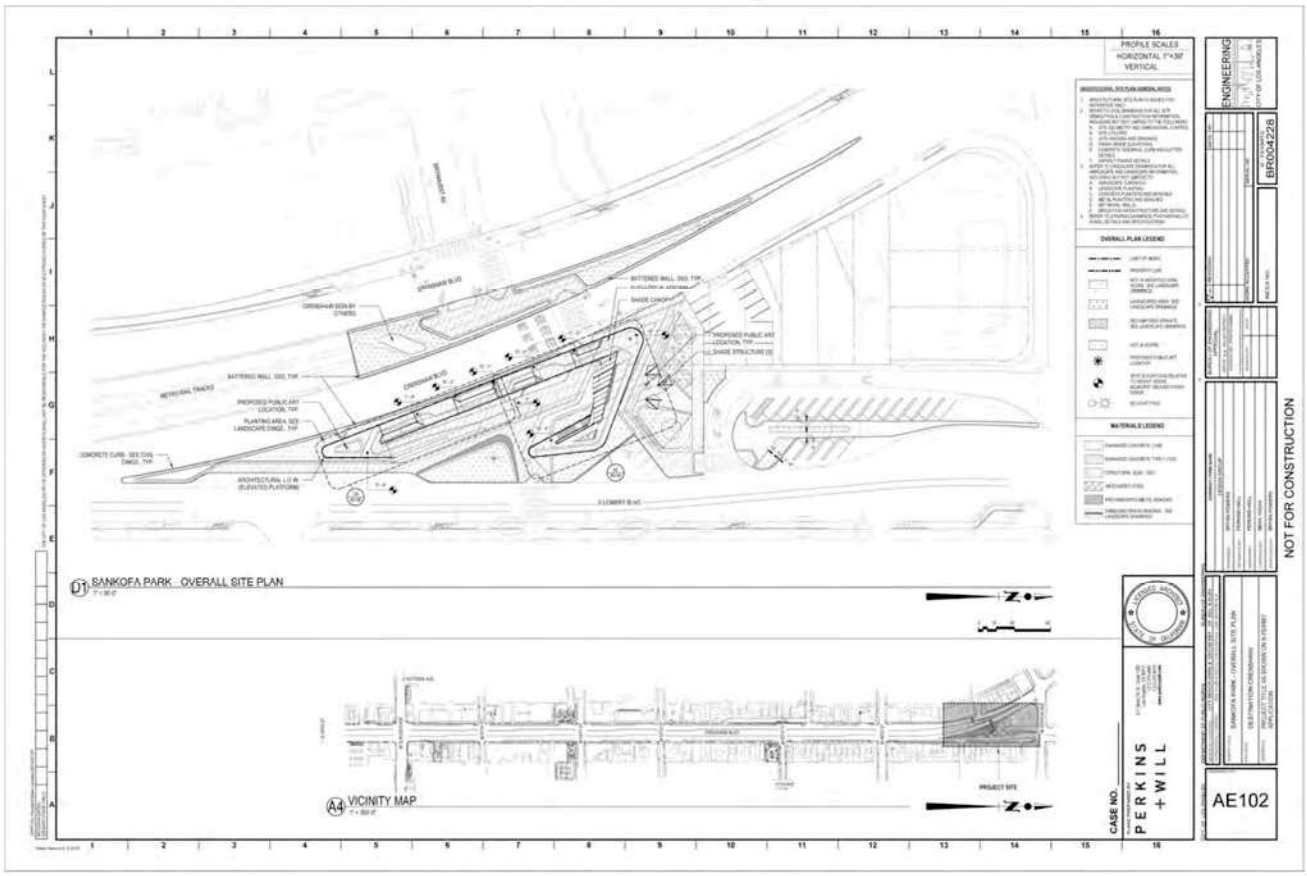


EXHIBIT A
[Destination Crenshaw Rendering]

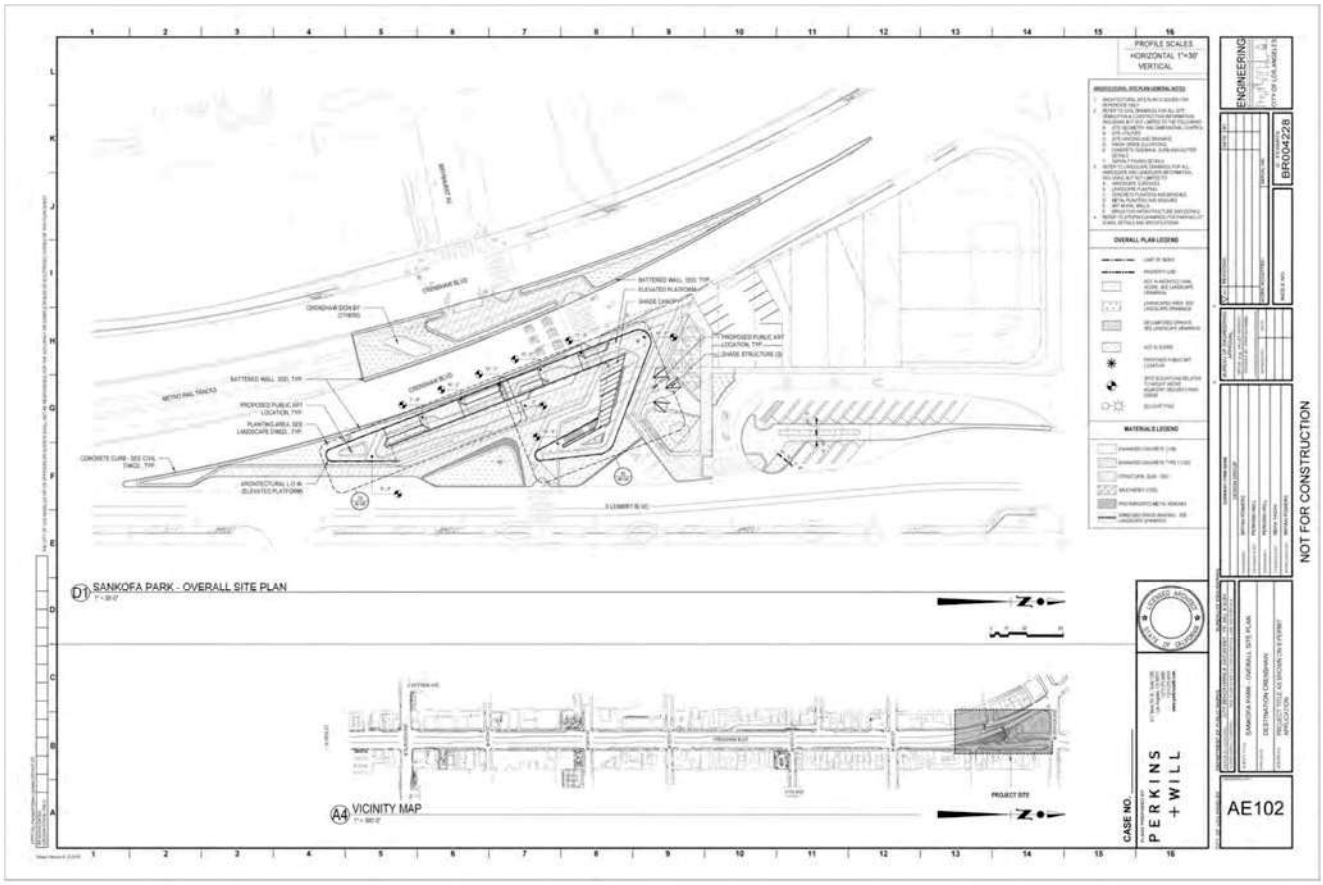
Exhibit B

Sankofa Park Renderings



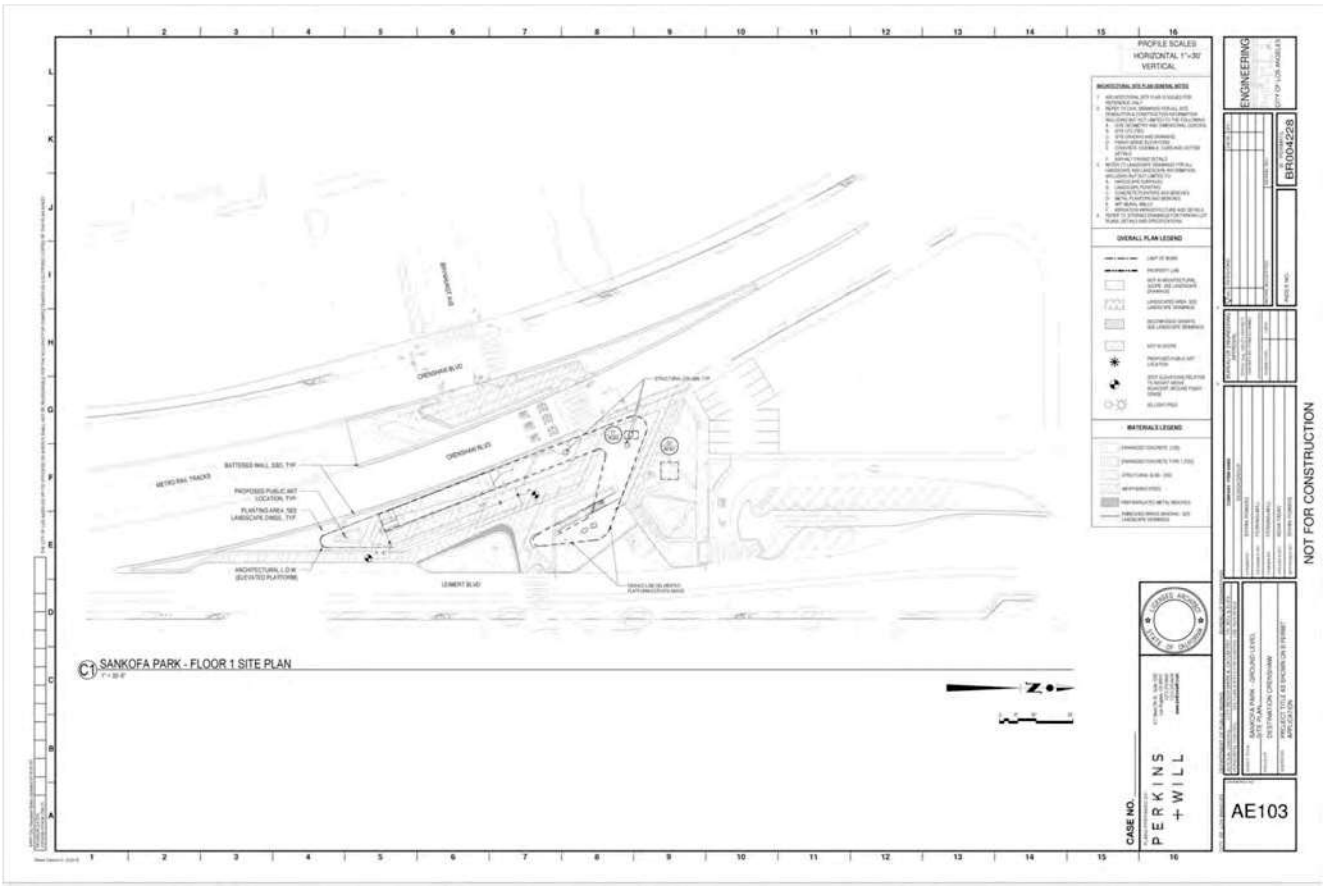
20835908.1
234416-10001

EXHIBIT A
[Destination Crenshaw Rendering]



20835908.1
234416-10001

EXHIBIT B
[Sankofa Park Renderings]



20835908.1
234416-10001

EXHIBIT B
[Sankofa Park Renderings]

EXHIBIT B
[Sankofa Park Renderings]

EXHIBIT B
[Sankofa Park Renderings]

[MISSING IMAGE]

EXHIBIT B
[Sankofa Park Renderings]

EXHIBIT C

LIST OF ALLOWABLE CONSTRUCTION COSTS

[Attached]

EXHIBIT C
LIST OF ALLOWABLE CONSTRUCTION COSTS

Allowable and Unallowable Costs

Allowable Costs

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

Unallowable Costs

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

1. Public art including conceptual design, requisition, installation, selection or commissioning of artists
2. Contributions and donations
3. Travel and entertainment: Costs of travel, amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
4. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations.
5. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, refinancing of property or of facilities, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, other than those specifically allowed in advance.
6. Membership Expenses: Membership expenses are specifically disallowed.
7. Meeting Attendance: City staff costs of attending meetings with the Metro, and/or its consultants, and City's staff and/or subcontractors.
8. Losses: Due to theft, vandalism and/or misconduct of CONSULTANT's staff.
9. Losses due to delay: Lack of scheduling, coordinating, and monitoring.
10. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedure (when competitive bidding is required) unless specifically waived by the City.
11. Operating license fees.
12. City's program staffing and personnel costs.
13. Non-maintenance equipment costs.
14. Furnishings.
15. Utility costs during construction such as water and power.
16. Personal hygiene products such as: toilet paper, tissue, hand towels, bars of soap, and liquid soap.
17. Maintenance or service costs relating to security alarm/security systems.
18. Pension, health, vacation, sick leave, or other benefits for maintenance staff.
19. Interest
20. Legal fees
21. Accounting fees

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

EXHIBIT D

PAYMENT SCHEDULE

[Attached]

CONTRACT AMENDMENT

PROJECT BUDGET AND PAYMENT SCHEDULE

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

Funding Breakdown:

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

* Advance received 11/4/2019.

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

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

EXHIBIT E

FORM OF ADVANCE PAYMENT INVOICE

[Attached]

EXHIBIT E
FORM OF ADVANCE PAYMENT INVOICE

Vendor City of Los Angeles
Address Full Address

Invoice # 12345
Invoice Date: March 30, 2021
MOU # XX12345

Send Invoice to: accountspayable@metro.net

Mailing Address:

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

Terms	**Due Date**
net 30	March 31, 2021

Invoice Description

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

Total $ 576,000.00

EXHIBIT F

FORM OF GRANT DEED

[Attached]

Free recording in accordance with California

Government Code Section 6103

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

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

Attn: E. Amy Benson

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

APN: 5013-023-900

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

GRANT DEED

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

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

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:_____
Name:_____
Title:_____

EXHIBIT F
[Form of Grant Deed]

[remainder of page intentionally left blank]

EXHIBIT F
[Form of Grant Deed]

Attachment 1 to Grant Deed

LEGAL DESCRIPTION

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

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

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

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

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

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

CITY OF LOS ANGELES, a municipal corporation

==========

GRANT DEED

==========

Date: _____, 20__

CERTIFICATE OF ACCEPTANCE

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

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

Date:_____

JOB TITLE: SANKOFA PARK DESTINATION CRENSHAW PROJECT

==========

STANDARD INSTRUMENT

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

By:_____
Louie N. Padua, Authorized Officer

==========

Approved as to Authority: _____, 20__.

By:_____
E. Amy Benson, Authorized Officer

==========

Approved as to description: _____, 20__.

By:_____
Louie N. Padua, Authorized Officer

==========

Approved As To Form.

Michael N. Feuer, City Attorney

By: _____
Sean T. Torres, Deputy City Attorney

Date: _____

==========

Council File No. 19-0898

EXHIBIT G

INTERLOCUTORY JUDGMENT

[Attached]

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

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

Attorneys for Plaintiff
LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

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

MAY 22 2014

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

Received
MAY 15 2014
Filing Window

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,

Plaintiff,

vs.

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

Defendants.

Case No: BC510595

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

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

Action Filed: May 31, 2013

[Parcel No. CR-3801]

EXEMPT FROM FILING FEES – GOV. CODE. § 6103

COPY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED: 5/22/2014

RICHARD E. RICO
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT "A"

LEGAL DESCRIPTION FOR FEE PURPOSES
PARCEL NUMBER CR-3801

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

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

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

CONTAINS: 10, 755 SQUARE FEET.

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

PREPARED BY:

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

August 22, 2011
DATE

EXHIBIT "B"

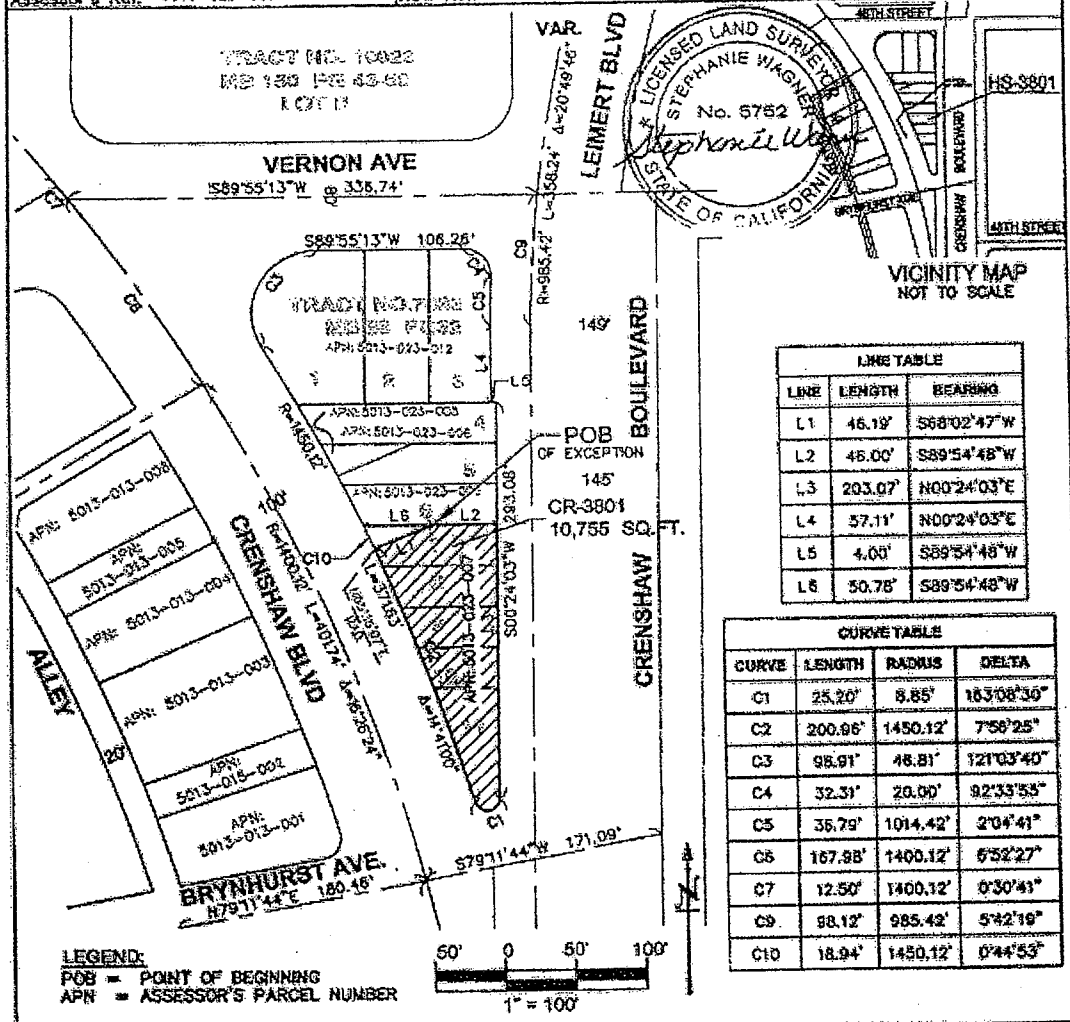
Grantor: SHERRY F. RENDEL, TRUSTEE OF THE REVOCABLE LIVING TRUST OF SHERRY FRANCINE RENDEL DATED 05-28-2005, AS TO AN UNDIVIDED 50% INTEREST, AND EVELIN T. SPIRE, TRUSTEE OF THE EVELIN T. SPIRE 2002 REVOCABLE TRUST, DATED 12-11-2002.

Description: LOTS 7 TO 11 OF TRACT NO. 7483, AS PER MAP RECORDED IN BK. 85 PG.32

Title Report: STEWART TITLE OF CALIFORNIA, INC. NO. 383690

Assessor's Ref: 5013-023-007 ROW Ref: R-137

No.	Date	Revision Description



LEGEND:
POB = POINT OF BEGINNING
APN = ASSESSOR'S PARCEL NUMBER

LINE TABLE		
LINE	LENGTH	BEARING
L1	46.19'	S68°02'47"W
L2	46.00'	S89°54'48"W
L3	203.07'	N00°24'03"E
L4	57.11'	N00°24'03"E
L5	4.00'	S89°54'48"W
L6	50.78'	S89°54'48"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	25.20'	8.85'	163°08'30"
C2	200.96'	1450.12'	7°56'25"
C3	98.91'	46.81'	121°03'40"
C4	32.31'	20.00'	92°33'55"
C5	35.79'	1014.42'	2°04'41"
C6	167.98'	1400.12'	6°52'27"
C7	12.50'	1400.12'	0°30'41"
C9	98.12'	985.42'	5°42'19"
C10	18.94'	1450.12'	0°44'53"

TOTAL AREA OR PROPERTY	CR-3801	REMAINDER PARCEL AREA	ESTATE
10,755 SQ. FT.	10,755 SQ. FT.	0 SQ. FT.	FEE

APPROVED BY: Metro
PROJECT MANAGER — DATE 1-9-12

PREPARED BY: Hatch Mott MacDonald
CHECKED BY: LS: 5762

CRENSHAW/LAX TRANSIT CORRIDOR PROJECT

DATE: 08/22/11
SCALE: 1"=100'
REV. No. DATE:
REV. No. DATE:
PARCEL No. CR-3801

Exhibit H

Billboard Lease

[Attached]

Metro Real Estate Scanning Summary Sheet

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

CBS OUTDOOR

LEASE NO. 20157

ADDENDUM
Crenshaw & Leimert

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

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

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

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

6/30/2017 dl BS SR

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

dl BS SR

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

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

dl

June 30 BS SR

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

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

FOR LESSOR(S):

BY: Evelyn Spire

Lessor
Title

DATE: 6-20-2012

BY: Stacy Rendel

Lessor
Title

DATE: 6/23/12

EXECUTED by the LESSOR in the presence of

EXECUTED by the LESSEE in the presence of

MCL Loc # 0403

83- 959825

Crenshaw & Lomita

RECORDING REQUESTED BY B. W. BROWNE

LEASE NO. 25671

AND WHEN RECORDING MAIL TO

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

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. PAST 11 A.M. AUG 18 1983

FEE $5

FOSTER and KLEISER

Lease 25671

Date October 1 1975

1. The undersigned, as Lessor, hereby leases and grants exclusively to Foster and Kleiser Division of Metromedia, Inc., as Lessee, the property (with free access to and upon same) located in the City of Los Angeles, County of La Angeles, State of California described as:

Crenshaw-Lomita Zone 200

Lots 7-8-9-10-11 Tract 7483

as per map thereof recorded in the Office of the County Recorder of Los Angeles County, State of California, for a term of fifteen (15) years from October 15 19 75, for the purpose of erecting and maintaining advertising signs thereon, including necessary supporting structures, devices, illumination facilities and connections, service ladders and other appurtenances thereon.

2. Lessee shall pay to the Lessor rental in the amount of Two Thousand Four Hundred and 00/100 ($2,400.00) Dollars per year, payable on a (monthly, annually) basis. Prior to construction and for the entire period during which no advertising copy is being displayed on the property by Lessee, the rental shall be Ten ($10.00) Dollars.

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

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

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

6. If Lessee is prevented by law, or government or military order, or other causes beyond Lessee's control, from illuminating its signs, the Lessee may reduce the rental provided by paragraph 2 by one-half (½), with such reduced rental to remain in effect so long as such condition continues to exist.

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

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

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

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

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

EXECUTED by the Lessor in the presence of B. W. Adams who is hereby requested to sign as witness.

WITNESS: B. W. Adams

LESSOR(S)
X Helen Daughtrey
HELEN DAUGHTREY

Address: P. O. Box 76-452
LOS ANGELES, CALIF. 90076

ACCEPTED: FOSTER AND KLEISER
Division of Metromedia, Inc.

By: Joy E. Perrette

Title: Vice President

BWB.

Exhibit I

Form of Assignment and Assumption of Billboard Lease and

Certain Obligations Under the Interlocutory Judgment

[Attached]

ASSIGNMENT AND ASSUMPTION OF BILLBOARD LEASE AND

CERTAIN OBLIGATIONS UNDER THE INTERLOCUTORY JUDGMENT

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

R E C I T A L S :

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

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

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

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

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

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

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

2. Indemnity.

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

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

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

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

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

[Signatures follow on next page]

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

ASSIGNOR:

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

By: _____
Stephanie Wiggins, Chief Executive Officer

APPROVED AS TO FORM

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy

[signatures continue on following page]

ASSIGNEE:

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

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

APPROVED AS TO FORM:

MICHAEL N. FEUER
City Attorney

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

ATTEST:

HOLLY L. WOLCOTT
City Clerk

By:_____
Deputy

Date:_____

Attachment 1

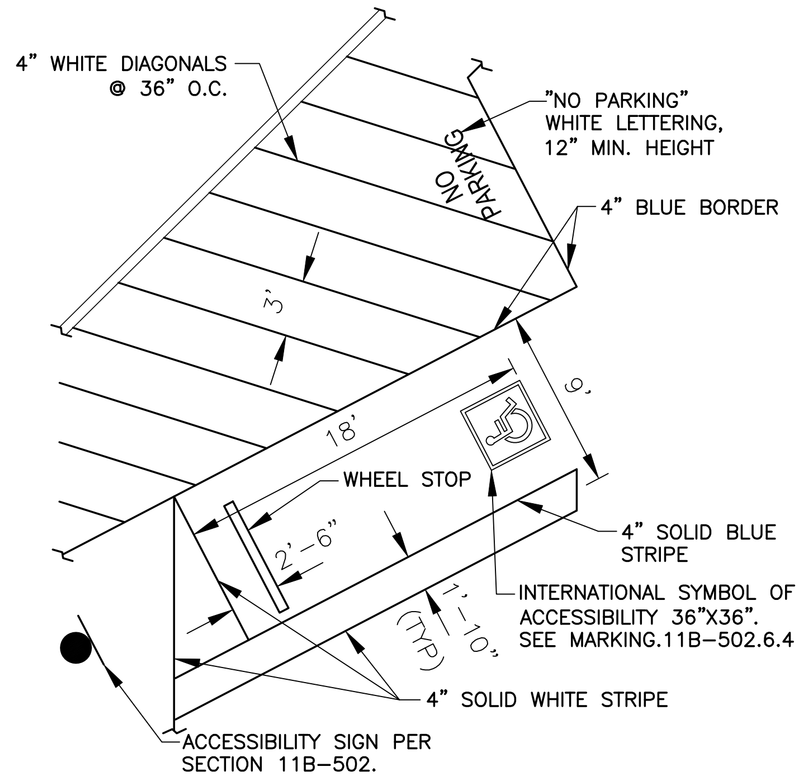
Property

[Attached]

Attachment 2

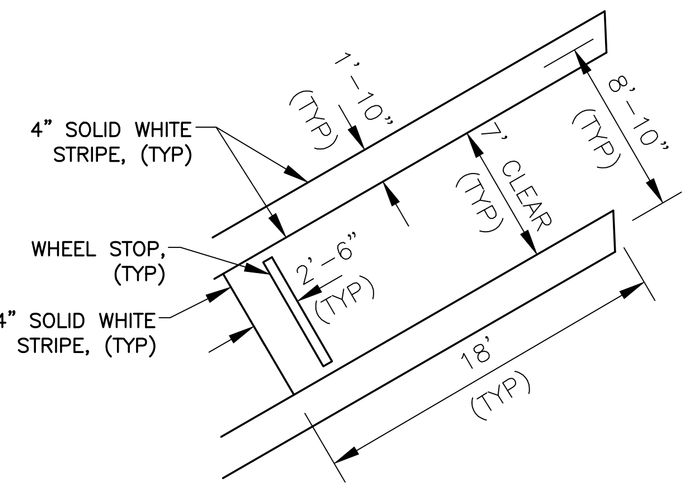
Billboard Lease and Interlocutory Judgment

[Attached]



ADA PARKING STALL WITH SIGN (A GEO-5)

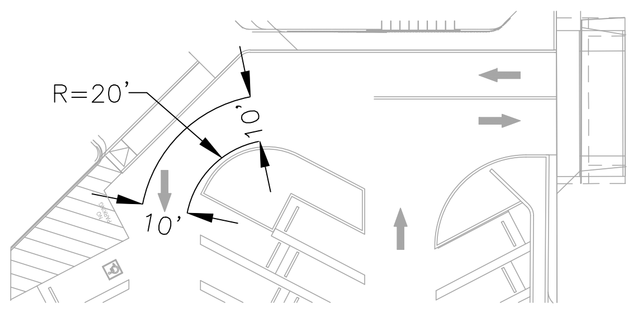
NOT TO SCALE



NOTE: DOUBLE STRIPING OF STALLS SHALL BE PER FIG. 1 OF THE CITY OF LA BUILDING DEPARTMENT STANDARDS

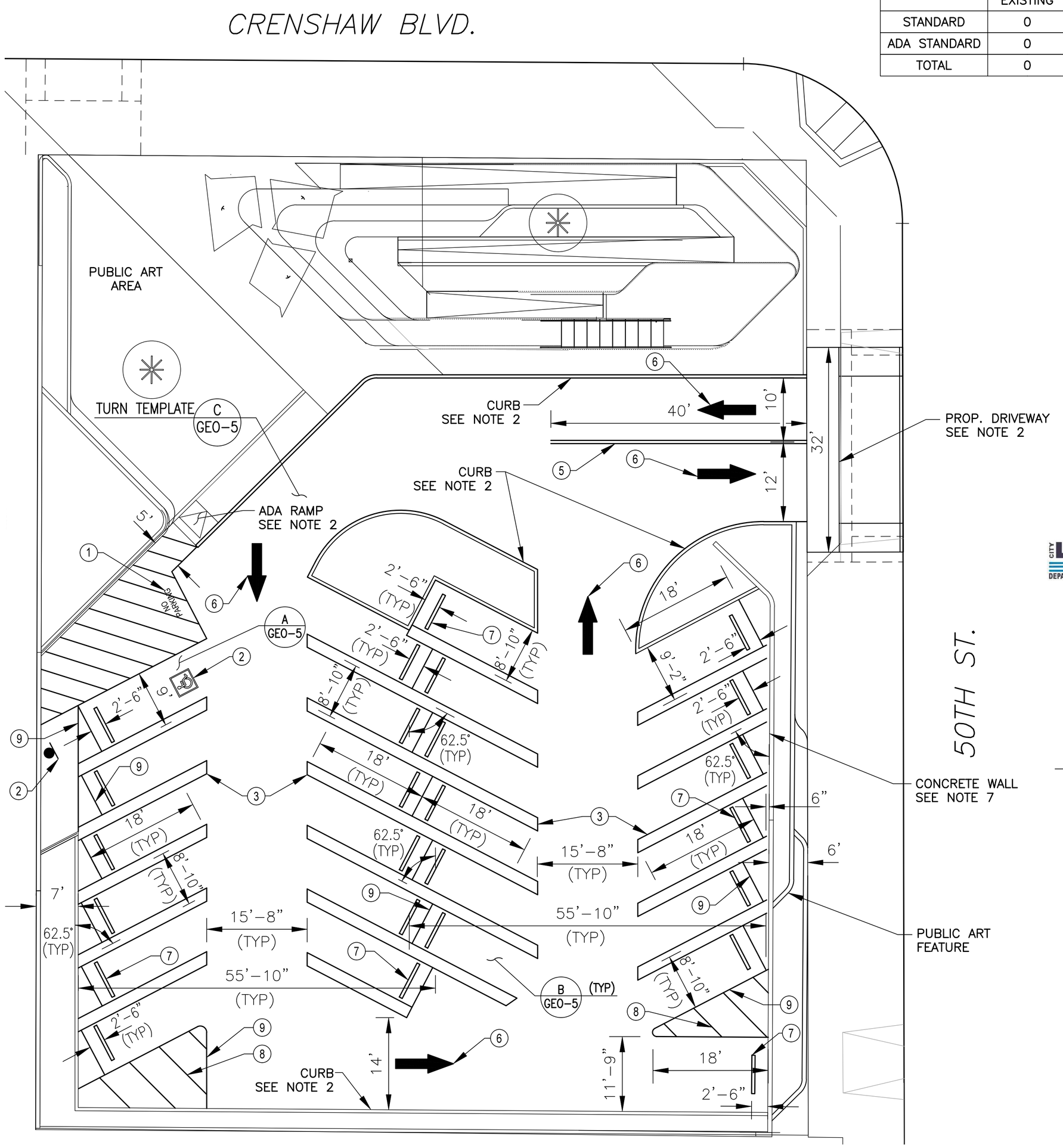
TYPICAL PARKING STALL (B GEO-5)

NOT TO SCALE



90° TURN TEMPLATE (CASE I) (C GEO-5)

NOT TO SCALE



50TH ST. LOT PARKING COUNTS		
	EXISTING	PROPOSED
STANDARD	0	24
ADA STANDARD	0	1
TOTAL	0	25

CONSTRUCTION NOTES:

1. INSTALL ADA PAVEMENT MARKINGS PER LADBS DOCUMENT NO. P/BC 2017-084.
2. INSTALL ADA STALL AND SIGNAGE PER LADBS DOCUMENT NO. P/BC 2017-084.
3. INSTALL 4" WHITE STRIPE PER I.B. P/ZC 2002.001. FIG. 1 (TYP)
4. INSTALL CONCRETE WHEEL STOP
5. INSTALL 4" DOUBLE YELLOW (TYP)
6. INSTALL TYPE 1 PAVEMENT ARROW
7. INSTALL CONCRETE WHEEL STOP
8. INSTALL 4" WHITE DIAGONAL @ 5' O.C.
9. INSTALL 4" WHITE STRIPE

NOTES:

1. SEE ARCHITECTURAL (A) PLANS FOR ARCHITECTURAL IMPROVEMENTS.
2. SEE ROADWAY IMPROVEMENT (CS) PLANS FOR PROPOSED ROADWAY IMPROVEMENTS.
3. SEE LANDSCAPING (L) PLANS FOR PROPOSED LANDSCAPING IMPROVEMENTS.
4. SEE DRAINAGE (CD) PLANS FOR PROPOSED DRAINAGE IMPROVEMENTS.
5. SIGNING AND STRIPING SHALL CONFORM TO LADBS DOCUMENT NO. P/ZC 2002-001.
6. FOR ACCESSIBILITY DETAILS FOR PARKING, SEE LADBS DOCUMENT NO. P/BC 2017-084.
7. SEE STRUCTURAL (S) PLANS FOR PROPOSED STRUCTURAL IMPROVEMENTS.

P/BC 2017-084

CITY LA DBS DEPARTMENT OF BUILDING AND SAFETY

THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION

ACCESSIBLE PARKING SIGN INSTALLED AT EACH SPACE

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.

REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION
0							AFC SUBMITTAL

DESIGNED BY R. BECERRA
DRAWN BY R. BECERRA
CHECKED BY A. GAYTAN
IN CHARGE R. SHIMIZU
DATE 07/28/22

REGISTERED PROFESSIONAL ENGINEER — RYAN KENJI SHIMIZU — No. C86516 — Exp. 03/31/23 — CIVIL — STATE OF CALIFORNIA

LA DBS DEPARTMENT OF BUILDING AND SAFETY

V&A INC. 1111 S. GRAND AVE. SUITE 103 LOS ANGELES, CA 90015 213.972.9700

Perkins&Will

APPROVED

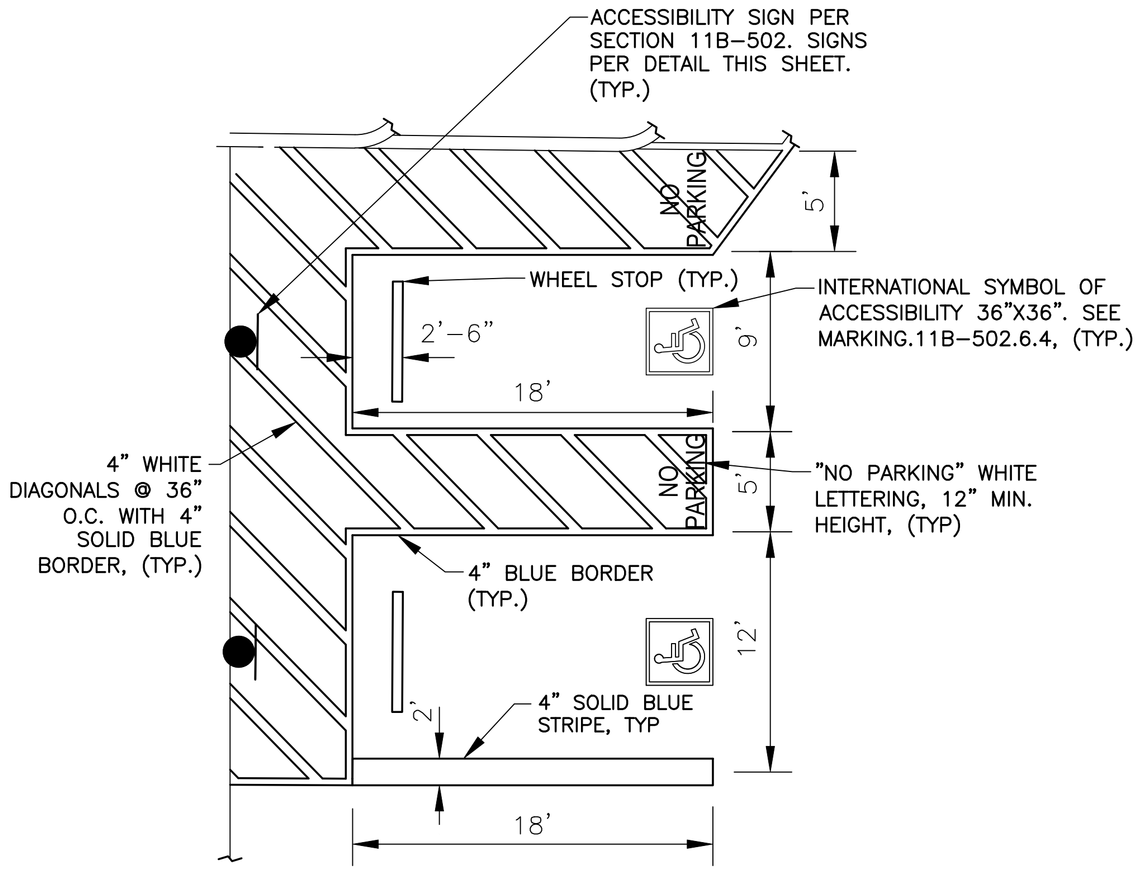
SUBMITTED

DESTINATION CRENSHAW

PARKING LOT
POCKET PARK 50TH ST.

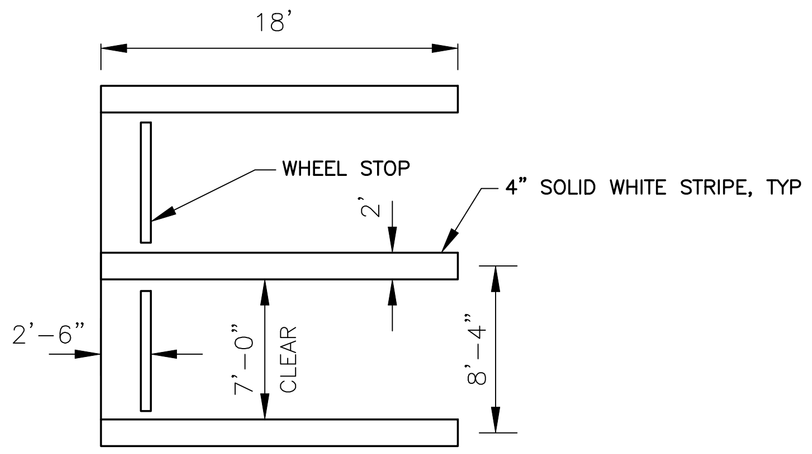
CONTRACT NO 717023
DRAWING NO GEO - 05
REV 0
SCALE 1"=10'
SHEET NO 5 OF 5

$FILES
$DATES
$TIMES
USER= $USERS
Pentable= $pentable$
Plot Driver= $PLTDRVS$



ADA PARKING STALL WITH SIGN (A GEO–3)

NOT TO SCALE

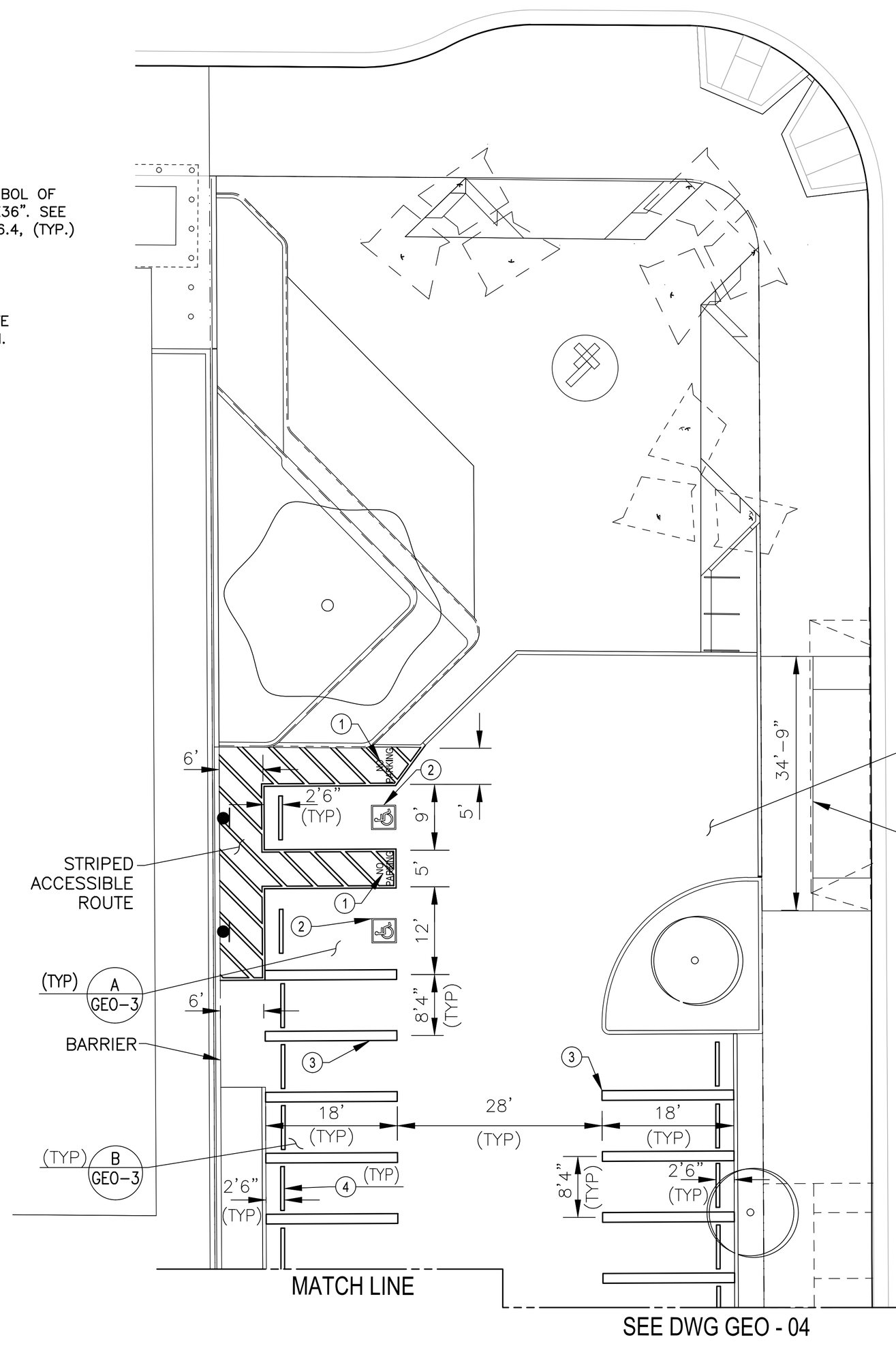


NOTE: DOUBLE STRIPING OF STALLS SHALL BE PER FIG. 1 OF THE CITY OF LA BUILDING DEPARTMENT STANDARDS

TYPICAL PARKING STALL (B GEO–3)

NOT TO SCALE

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



C GEO–3 TURN TEMPLATE

CONSTRUCTION NOTES

1. INSTALL ADA PAVEMENT MARKINGS PER LADBS DOCUMENT NO. P/BC 2017-084.
2. INSTALL ADA STALL AND SIGNAGE PER LADBS DOCUMENT NO. P/BC 2017-084.
3. INSTALL 4" WHITE STRIPE PER I.B. P/ZC 2002.001 FIG. 1 (TYP)
4. INSTALL CONCRETE WHEEL STOP

NOTES:

1. SEE ARCHITECTURAL (A) PLANS FOR ARCHITECTURAL IMPROVEMENTS.
2. SEE ROADWAY IMPROVEMENT (CS) PLANS FOR PROPOSED ROADWAY IMPROVEMENTS.
3. SEE LANDSCAPING (L) PLANS FOR PROPOSED LANDSCAPING IMPROVEMENTS.
4. SEE DRAINAGE (CD) PLANS FOR PROPOSED DRAINAGE IMPROVEMENTS.
5. SIGNING AND STRIPING SHALL CONFORM TO LADBS DOCUMENT NO. P/ZC 2002-001.
6. FOR ACCESSIBILITY DETAILS FOR PARKING, SEE LADBS DOCUMENT NO. P/BC 2017-084.

ACCESSIBLE PARKING SIGN INSTALLED AT EACH SPACE

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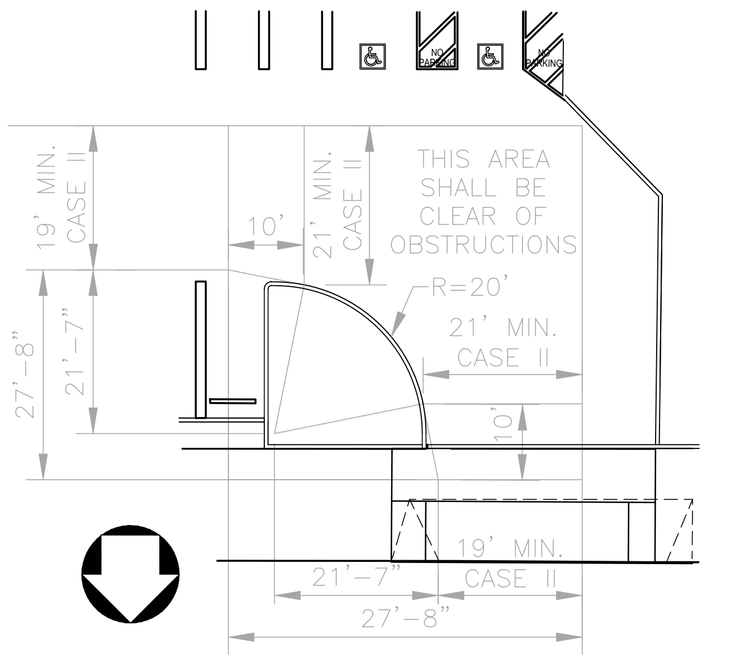


90° TURN TEMPLATE (CASE II) (C GEO–3)

NOT TO SCALE

NOT FOR CONSTRUCTION

REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION
A							60% DESIGN
B							85% DESIGN
C							100% DESIGN
D							100%-1 DESIGN

DESIGNED BY R. BECERRA
DRAWN BY R. BECERRA
CHECKED BY A. GAYTAN
IN CHARGE R. SHIMIZU
DATE 05/31/22

LA DBS DEPARTMENT OF BUILDING AND SAFETY

V&A INC.
1111 S. GRAND AVE. SUITE 103
LOS ANGELES, CA 90015
213.972.9700

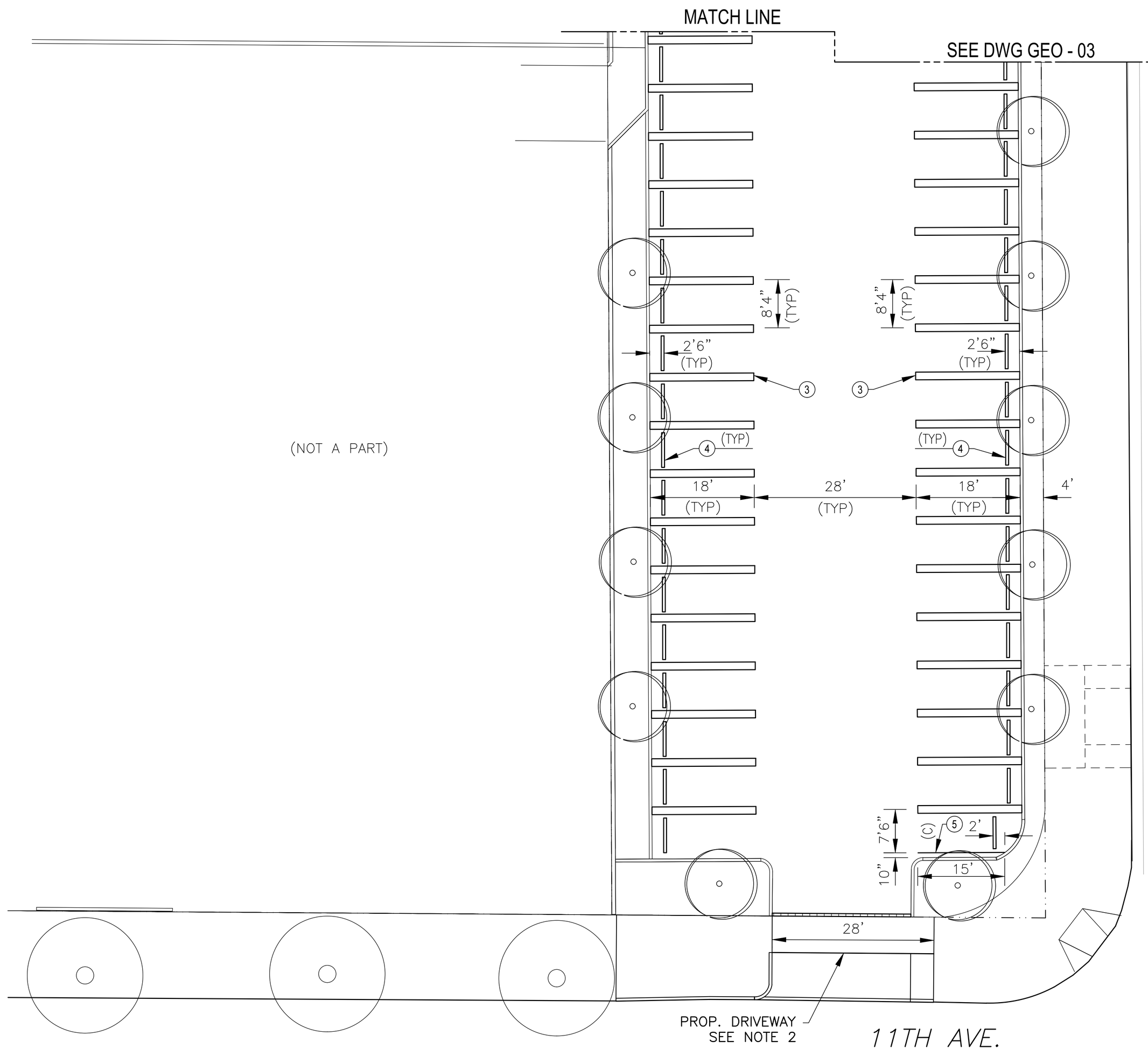
APPROVED

SUBMITTED

DESTINATION CRENSHAW
PARKING LOT
POCKET PARK 54TH ST. EAST

CONTRACT NO 717023
DRAWING NO GEO - 03
REV D
SCALE 1"=10'
SHEET NO 3 OF 5

$FILES $DATES $TIMES $USERS $USER= $pentables= $PLTDRVSS Plot Driver=



CONSTRUCTION NOTES

(3) - INSTALL 4" WHITE STRIPE PER I.B. P/ZC 2002.001 FIG. 1 (TYP)

(4) - INSTALL CONCRETE WHEEL STOP

(5) - INSTALL 4" WHITE STRIPE

NOTES:

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

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

NOT FOR CONSTRUCTION

REV	DATE	BY	APP	REG NO	EXPIRES	SEAL HOLDER	DESCRIPTION
A							60% DESIGN
B							85% DESIGN
C							100% DESIGN
D							100%-1 DESIGN

DESIGNED BY R. BECERRA
DRAWN BY R. BECERRA
CHECKED BY A. GAYTAN
IN CHARGE R. SHIMIZU
DATE 05/31/22

LA DBS DEPARTMENT OF BUILDING AND SAFETY

V&A INC.
1111 S. GRAND AVE. SUITE 103
LOS ANGELES, CA 90015
213.972.9700

APPROVED

SUBMITTED

DESTINATION CRENSHAW

PARKING LOT
POCKET PARK 54TH ST. EAST

CONTRACT NO 717023
DRAWING NO GEO - 04
REV D
SCALE 1"=10'
SHEET NO 4 OF 5

Plot Driver= $PLTDRV$$ Pentable= $pentable$$ USER= $USER$$ $TIME$$ $DATE$$ $FILE$$

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SB 4/22/2022

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME: City of Los Angeles 4/22/2022

PROJECT TITLE: **Destination Crenshaw**

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

PROGRAM: **General Fund Specified Grant Projects**

AGREEMENT NUMBER: **GF2156-0**

TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD IS: 03/01/2022 to 08/31/2023

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021), agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

TOTAL STATEGRANT NOT TO EXCEED: $6,500,000.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF LOS ANGELES

By Steven Fierce
Steven Fierce

Title Architectural Division Manager

Date 4/29/2022

STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY

By Andrea Scharffer
Andrea Scharffer

Title Deputy Assistant Secretary for Bonds & Grants

Date 5/5/2022

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND			
$6,500,000.00		**GF2156-0**		**0001– General Fund**			
ADJ. INCREASING ENCUMBRANCE				FI$CAL PO NUMBER			
$							
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
$		**Local Assistance**					
UNENCUMBERED BALANCE		REF NUMBER	FUND	ENACTMENT YEAR	ACCOUNT NUMBER		ALT ACCOUNT
$		**101**	**0001**	**2021**	**5432000**		**5432000000**
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOC	AGENCY USE	BUDGET PERIOD
0320	**0540**	**0540GF21560**	**21133**	**05400001**	**21133**		**2021**

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER

5/12/2022
DATE

DocuSign Envelope ID: 7065395C-6D46-4FF1-9E66-2D7CAB32CF18

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Grantee Name: City of Los Angeles

Project Title: Destination Crenshaw

Agreement Number: GF2156-0

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

Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

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

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

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

TERMS AND CONDITIONS OF GRANT

General Provisions

A. Definitions

1. The term "Act" means Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021).

2. The term “Acquisition” means obtaining a fee interest or any other interest, including easements, leases, and development rights.

3. The term “Agreement” means this Grant Agreement.

4. The term “Application” means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.

5. The term “Application Guidelines” means the Procedural Guide for General Fund Specified Development and Acquisition Grant Projects.

6. The term “Development” means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

7. The term “Fair Market Value” means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

8. The term “Grant” or “Grant Funds” means the money provided by the State to the Grantee in this Agreement.

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9. The term “Grant Agreement” means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.

10. The term "Grantee" means an entity who has a signed agreement for grant funds.

11. The term “Interpretation” means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

12. The term “Other Sources of Funds” means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.

13. The term “Payment Request Form” means Form RA212.

14. The term "Project" means the acquisition or development activity described in the Application as modified by Exhibit A to be accomplished with grant funds.

15. The term “Project Budget” means the State approved cost estimate included as Exhibit A to this Agreement.

16. The term “Project Scope” means the description or activity for work to be accomplished by the project.

17. The term “Public Agency” means any State of California department or agency, a county, city, public district, or public agency formed under California law.

18. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.

3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026.**

4. Grantee shall at all times ensure that project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant funds will not be disbursed before the close of the period for legal challenge under CEQA.

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

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

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

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.

9. Grantee shall provide for public access and/or educational features where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.

11. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

   a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.

   b. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.

   c. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

   d. Overhead costs are generally limited to a maximum of 15% of total direct costs.

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2. Payment Documentation:

   a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

   b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.

5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.

4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2026.**

5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.

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

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Grantee, only authorized and eligible work prior to that notification of termination will be paid by the State.

2. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

4. If the Grantee fails to complete the project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

5. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

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

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

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of twenty-five (25) YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.

2. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this Agreement.

3. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, the Grantee shall reimburse the State the amount of the Grant.

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I. Nondiscrimination

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

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

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

K. Severability

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

L. Waiver

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

M. Assignment

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

N. Disputes

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

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1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

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

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EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

General Fund Specified Grant FY 2021-2022

Grantee Name: **City of** Los Angeles

Project Title: Destination Crenshaw

Agreement Number: GF2156-0

Project Scope:

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

Project elements funded by General Fund grant:

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

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

Project Schedule:

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

Cost Estimate: See Exhibit A-1

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

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

Grant No. GF2156-0

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

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.
**Overhead costs are allowable and generally limited to 15% of total direct costs of the grant. In -service payroll may not include a "billable rate" or administrative cost allocation.

Guidelines Relating to Gas Tax Expenditures for Cities and Counties

BETTY T. YEE
California State Controller

March 2019

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BACKGROUND 100

Purpose of the Guidelines 110

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

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

Expenditure Authority 120

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

State Controller's Responsibility 130

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

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

City and County Responsibilities 140

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

REPORTING REQUIREMENTS 200

Reporting Requirements 210

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

Contents of the Report 220

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

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

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

Annual Tabulation and Compilation 230

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

Delinquent Reports 240

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

HIGHWAY USERS TAX ACCOUNT APPORTIONMENTS 300

Revenues 310

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

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

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

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

Prerequisites to Receive HUTA Apportionments 320

To receive HUTA apportionments, a city or county must:

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

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

DEFINITIONS RELATED TO STREETS AND ROADS 400

General 410

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

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

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

Construction 420

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

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

Construction work can be separated into four categories:

1) New Construction – A construction that substantially deviates from the existing alignment and provides for an entirely new street or roadbed for the greater parts of its length.

2) Reconstruction – A construction involving realignment or the use of standards well above those of the existing element, whereby the type or the geometric and structural features are significantly changed.

3) Preventative Maintenance – Includes, but is not limited to, roadway activities such as joint and shoulder rehabilitation, heater re-mix, seal coats, corrective grinding of PCC1 pavement, and restoration of drainage systems.

4) 3R Work – All other work that does not fall into the above-defined categories for new construction, reconstruction, or preventative maintenance and typically involves the improvement of highway pavement surfaces through resurfacing, restoration, or rehabilitation. 3R Work is generally regarded as heavy, non-routine maintenance designed to achieve a ten-year service life. Specifically, 3R Work is defined as:

   - *Resurfacing* generally consists of placing additional asphalt concrete over a structurally sound highway, street, or bridge that needs treatment to extend its useful service life.
   - *Restoration* means returning a road, street, structure, or collateral facility to the condition existing after original construction.
   - *Rehabilitation* implies providing some betterments, such as upgrading guardrail or widening shoulders.

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

Expenditures	*Types of Work*
Additions	• The addition of a frontage street or road • Addition of auxiliary lanes such as speed change, storage, or climbing lanes
Barriers	• Earthwork protective structures within or adjacent to the right-of-way area • Extensions and new installation of walls • Replacement of retaining walls to a higher standard • Extension of new installation of guardrails, fence lines, raised medians, or barriers for traffic safety
Bikeways	• Construction of bikeways when they are an integral part of the streets and highways system • Construction of bicycle or pedestrian underpasses or overhead crossings for the general public use

[1] Portland Cement Concrete (PCC) pavement, or *rigid pavement* as it is sometimes called, refers to the rigid concrete layer of the pavement structure that is in direct contact with the traffic.
Source: http://www.industrialresourcescouncil.org/Applications/PortlandCementConcretePavement/tabid/447/Default.aspx

Expenditures	*Types of Work*
Bridges	• Reconstruction of an existing bridge or installation of a new bridge • Widening of a bridge • Replacement of bridge rails and floors to a higher standard
Curbs, etc.	• Installation or extension of curbs, gutters, sidewalks, or underdrains
Drainage	• A complete reconstruction or an addition to a culvert • Extending old culverts and drains and replacing headwalls
Landscaping	• Installation or additional landscape treatment such as sod, shrubs, trees, irrigation, etc., along the street or road right-of-way
Layout	• Change of alignment, profile, and cross-section • Reconstruction of an intersection and its approximate approaches to a substantially higher type involving a change in its character and layout including changes from a plain intersection to a major channelized intersection or to a grade separation and ramps
Lighting	• Installation or expansion of street or road lighting system
Relocation	• The removal of old street and roadbeds and structures, and detour costs when connected with a construction project • Replacement in kind, when legally required, of structures that are required to be relocated for street and road purposes
Signs and signals	• The installation of original traffic signs and markers • Replacement of all major signs or traffic control devices on a street or road • The installation of a new sign or the replacement of an old sign with one of superior design such as increased size, illumination, or overhead installations • Installation or improvement of traffic signal controls at intersections and protective devices at railroad grade crossings • Purchase and installation of traffic signal control equipment including traffic actuated equipment, radio or other remote control devices and related computers, and that portion of preemption equipment not mounted on motor vehicles
Striping	• Painting or rearrangement of pavement striping and markings, or repainting to a higher standard
Surface work	• Original surfacing of shoulders • Improvement of a surface to a higher type of material • Placing sufficient new material on soil surface or gravel street or road to substantially improve the quality or the original surface • Bituminous material of one inch or more placed on bituminous or concrete material—a lesser thickness may be considered construction provided the engineer certifies that the resulting pavement is structurally adequate to serve anticipated traffic • Remix existing bituminous surfacing with added materials to provide a total thickness of one inch or more—a lesser thickness may be considered construction provided the engineer certifies that the resulting pavement is structurally adequate to serve anticipated traffic • Stabilization of street or road base by adding material such as cement, lime, or asphalt
Widening	• Widening of existing street or roadbed or pavement, with or without resurfacing • Resurfacing, stabilizing, or widening of shoulders including necessary connections to side streets or road approaches

Maintenance **430**

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

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

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

Following are examples of maintenance expenditures:

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

Administrative Costs 440

Direct Costs

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

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

Indirect Costs (Overhead)

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

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

Ineligible Expenditures 450

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

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

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

SPECIFIC DETERMINATIONS 500

Questions Related to HUTA Expenditures 510

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

Subject	*Determination*
May HUTA money fund a freeway emergency telephone system?	Yes. Freeway emergency telephone systems serve a highway purpose, potentially increasing traffic capacity through better accident reporting.
May a city or county purchase land for "greenbelt" purposes with HUTA money?	Surplus street or road land may be used for a park, providing it mitigates the environmental impact of a street construction project. However, legislative action is necessary to authorize the use of HUTA funds to purchase land for "greenbelt" purposes.
May a city or county expend interest earned on HUTA funds for non-street or road purposes?	No. Interest follows principal and may not be spent for a non-street or road purpose.
Are temporary transfers or loans from a Special Gas Tax Street Improvement Fund or Road Fund allowed if the borrowed amounts are repaid in the same fiscal year?	No. Article XIX of the Constitution prohibits loans or temporary transfers of HUTA funds, HUTA funds are confined to street and road purposes. (CA Con Article XIX §2, S&H Code §2101)
May HUTA money fund the cost of lighting for bus stop shelters?	No. A bus stop shelter is not a facility for non-motorized traffic and such shelters are related to the motorized mass transit system.
May a city or county expend HUTA funds for rubberized railroad grade crossing material or repair grade crossing?	Yes. The purchase or repair would constitute a streets and roads purpose and be eligible for HUTA funding.
May a city or county expend HUTA funds for maintenance on a state highway?	Yes, if there is an agreement allowing the city or county authority to maintain a state highway; otherwise, the State has sole authority to maintain state highways.
May a city or county purchase equipment with HUTA funds?	Yes. Street or road related equipment is eligible for HUTA funding provided the following criteria are met: • The city or county keeps accurate records on acquisition cost, use, maintenance, and disposition; • Equipment purchased with HUTA funds may be used for non-street/road purposes provided the city or county reimburses the Special Gas Tax Street Improvement Fund or Road Fund for the use of the equipment at the Caltrans equipment rental rate or at an internally developed rental rate (supporting documentation required) • The city or county provides a representation letter substantiating street use, non-street use; and/or • Proceeds from disposition are redeposited in the Special Gas Tax Street Improvement Fund or Road Fund.

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

Yes. These expenses are allowable uses of HUTA funds.

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

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

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

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

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

Percentage engineering is allowable at the rates presented below.

Contract Work:

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

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

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

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

May a jurisdiction charge the Special Gas Tax Street Improvement Fund and Road Fund for construction of facilities that are necessary to drain streets and roads?	For this purpose, those portions of the drainage system listed below may be financed entirely with such money: • Cross culverts, regardless of angle of crossing; • Storm drains, culverts, or drainage channels that are required to be constructed or reconstructed by improvements of the roadway; • Longitudinal storm drains or other longitudinal culverts, including manholes; • Cross or longitudinal gutters at intersections; and • Catch basins and related pipes. (The term *catch basin* shall include outlet structures or curb openings. Eligible catch basins must be located within the road or street system rights of way, or as close to the curb return joining the road or street system as practicable considering the location of obstructions and/or hydraulic considerations.)
Are HUTA funds available to be used for payment of the cost of any project to the extent that such cost is not reimbursable from federal funds (i.e. used as matching funds)?	Yes. HUTA funds are eligible to fund matching contributions to railroad grade separation projects, and county and federal matching programs.

SPECIAL ACCOUNTING REQUIREMENTS 600

Special Accounting Requirements for Cities 610

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

Special Revenue Fund Required

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

Fund Criteria

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

Specific Accounting Requirements

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

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

Interest Requirements (S&H Code section 2113)

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

Reimbursements

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

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

Special Accounting Requirements for Counties **620**

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

Procedural Requirements

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

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

County Road Commissioner

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

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

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

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

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

Records **630**

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

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

INFORMAL DETERMINATION 700

General Information 710

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

For Gas Tax program general information contact:

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

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

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

APPENDIX: ROAD MAINTENANCE AND REHABILITATION PROGRAM[1]

Program Overview:

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

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

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

Allowable Expenditures:

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

- Road maintenance and rehabilitation.
- Safety projects.
- Railroad grade separations.
- "Complete street" components[2]
- Traffic control devices

Maintenance-Of-Effort Requirements

Cities and counties are expected to maintain local funding for local road repair projects at pre-RMRP levels (S&H Code section 2036). The expected level of funding - Maintenance of Effort (MOE) will be calculated using a city or county's average discretionary expenditures for the fiscal year (FY) 2009-10, FY 2010-11, and FY 2011-12, as reported in the Annual Street Report[3] (S&H Code section 2151).

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

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

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

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

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

Questions Related to RMRP Expenditures

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

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

If a city or county accounts for the RMRP-LSR funds in its Gas Tax Fund or Road Fund, can the city or county simply allocate all interest to the fund itself and not allocate it to each individual funding source?	Yes. A city or county can allocate RMRP-LSR interest earned at the fund level (Gas Tax Fund or Road Fund).
Subject – Maintenance of Effort	*Determination*
Where can a city or county view the existing state records that show expenditures that the city or county reported for fiscal year (FY) 2009-10, FY 2010-11, and FY 2011-12?	A city or county can view the SCO-compiled Annual Streets and Roads reports at http://sco.ca.gov/ard_locrep_streets.html.
Can a city or county amend the annual street or road reports filed for FY 2009-10, FY 2010-11, and/or FY 2011-12?	No. The SCO does not accept amendments to annual reports that a city or county has filed once the deadline for the report has passed. Specifically, S&H Code Section 2151 requires cities and counties to file an annual report of expenditures for street or road purposes with the SCO on or before October 1 of each year. The deadlines for the annual reports filed for FY 2009-10, FY 2010-11, FY 2011-12, were October 1, 2010, October 1, 2011, and October 1, 2012, respectively. Therefore, no amendments to these reports will be accepted.
Will the SCO provide a mechanism for a city or county to request an adjustment to the maintenance-of-effort (MOE) requirement?	Yes. At the end of August 2017, the SCO sent each city and county a MOE Calculation Summary Sheet that must be completed and returned to the SCO by October 17, 2017. The MOE Calculation Summary Sheet shows the average general (discretionary) fund expenditure for FY 2009-10, FY 2010-11, and FY 2011-12 based on expenditures reported by the city or county in its streets or roads reports for those fiscal years. The city or county can either accept the MOE as calculated or request specific adjustments. The SCO may deny or approve requested adjustments after a review of the adjustments. If your city or county has not received the SCO's MOE calculation letter, please contact the SCO by email at AUDrmr@sco.ca.gov.
Will the SCO consider economic hardship and grant a city or county additional time to meet its RMRP MOE requirement, or allow a city or county to expand the number of fiscal years it uses from three years to five years when calculating the MOE amount?	No. The S&H Code section 2036 establishes the RMRP MOE requirements; and does not provide for economic hardship considerations to allow additional time to meet its MOE, other than as stated in S&H Code section 2036(f), or to expand the number of fiscal years for MOE calculation.
If a city or county has an existing MOE requirement for another program, can the General Fund expenditures used to satisfy the existing MOE requirement also be used to satisfy the RMRP MOE requirement?	Yes. The General Fund expenditures that satisfy the MOE requirement for another program can also be used to satisfy RMRP MOE requirements.
Can a city or county use RMRP fund expenditures to satisfy the RMRP MOE requirements?	No. RMRP funds are not considered discretionary funds, and therefore cannot be used to satisfy the S&H Code section 2036 MOE requirements.

A city or county reported General Fund street-related engineering costs in its FY 2009-10, FY 2010-11, and FY 2011-12 annual streets/roads report. Can the city or county have these costs removed from the average General Fund expenditures for these fiscal years or, alternatively, can the city or county include these costs in its annual General Fund expenditures to satisfy the MOE requirement?	All General Fund street-related or road-related costs should be included in a city's average General Fund expenditures for FY 2009-10, FY 2010-11, and FY 2011-12. These costs, if still incurred, satisfy the MOE requirement.
What revenues qualify as "one-time allocations" that will not be considered when calculating a city's or county's annual General Fund expenditures?	S&H Code section 2036(b) describes one-time allocations as funds that may not be available on an ongoing basis. If a city or county believes that one-time allocations have been included in its average General Fund expenditures for FY 2009-10, FY 2010-11, and FY 2011-12, it can request an adjustment to remove these allocations.
Will the calculation of the MOE requirement (the average General Fund expenditure for FY 2009-10, FY 2010-11, and FY 2011-12) be updated in the future using amounts from more recent fiscal years?	No. The MOE requirement will be calculated once and will not be updated.
Can a city or county include non-General Fund money to satisfy its annual MOE requirement?	Yes. Any unrestricted funds that the city or county may expend at its discretion may be included to satisfy its annual MOE requirement. The funds do not have to be from the General Fund.
S&H Code section 2037 states that a city or county may spend its apportionment of funds under the program on transportation priorities other than those allowable pursuant to this chapter if the city's or county's average Pavement Condition Index meets or exceeds 80. Does this impact a city's or county's MOE requirement?	No. This section does not impact the MOE requirement.
A city currently receives Measure M2 Local Fair Share funds from the Orange County Transportation Authority and uses these funds for street-related expenditures. These fund expenditures are reported as "Other Discretionary" in its annual street report. Can the city use these expenditures to satisfy its MOE annual requirement?	Yes. If these funds are discretionary, the city can use the expenditures to satisfy its annual MOE requirement.

Subject – Fund Apportionment	*Determination*
How can a city or county obtain or view its apportionment of RMRP-LSR funds?	Monthly apportionments, once made to cities and counties, may be viewed at http://www.sco.ca.gov/ard_local_apportionments.html.
If a city or county does not submit a project list to the CTC by October 16, 2017, what happens to the funds that were apportioned to that city or county in the corresponding fiscal year?	Pursuant to S&H Code section 2034(a)(1 and 2), the CTC will submit to the SCO an initial report of eligible cities and counties. The SCO will apportion available RMRP funds to eligible cities and counties included in the initial report. If a city or county is not included in the CTC initial report, the SCO will retain for 90 days, the monthly share of funds that would otherwise be apportioned and distributed to that city or county. If the SCO receives a subsequent report from the CTC within 90 days of receiving the initial report, that a city or county has become eligible to receive an apportionment, the SCO shall apportion the funds retained to that city or county. Any RMRP funds retained by the SCO for a city or county that still remains ineligible after 90 days from the initial report to the SCO by the CTC, will be reapportioned to all other eligible cities and counties.

ARTICLE 2

SPECIAL PARKING REVENUE FUND

Section
5.117 Use of Money Deposited in Parking Meters and Revenue from Public Off-street Parking Facilities.
5.118 "Incidental Expenses" - Defined.
5.119 Advances from Special Parking Revenue Fund.

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

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

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

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

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

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

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

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

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

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

SECTION HISTORY

Based on Municipal Code, Secs. 88.09 and 88.59.
Added by Ord. No. 143,157, Eff. 5-4-72.
Amended by: New Para. 5 added, former Para. 5 number changed to Para. 6, Ord. No. 148,168, Eff. 5-3-76; Para. 5, Ord. No. 149,963, Eff. 8-20-77; First Para., Ord. No. 165,007, Eff. 8-5-89. Renumbers Subsec. 6 as 8 and Subsecs. 6. and 7. added, Ord. No. 168,235, Eff. 10-16-92; Item 9 added, Ord. No. 170,606, Eff. 8-17-95; Para. 2 amended, Para. 10 added, Ord. No. 172,281, Eff. 12-14-98; In Entirety, Ord. No. 172,695, Eff. 8-9-99, Oper. 7-1-00; Para. 2, amended, Last Unnumbered Para. added, Ord. No. 174,054, Eff. 8-6-01; Subsec. 6. added, Ord. No. 176,072, Eff. 8-10-04; First Unnumbered Para. and Subsec. 5. amended, Subsec. 7 added, Ord. No. 180,460, Eff. 2-8-09; Subsec. 7 amended, Ord. No. 180,723, Eff. 7-13-09, Oper. 6-30-09; Subsec. 7 amended, Ord. No. 181,337, Eff. 11-12-10; Subsec. 7 amended, Ord. No. 182,145, Eff. 7-12-12; Subsec. 6 deleted and former Subsec. 7 amended and renumbered as Subsec. 6, Ord. No. 182,251, Eff. 10-23-12.

Sec. 5.118. "Incidental Expenses" - Defined.

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

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

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

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

SECTION HISTORY

Based on Municipal Code, Sec. 88.09.1.
Added by Ord. No. 143,157, Eff. 5-4-72. (Formerly Sec. 5.118 in Art. 3.)

Sec. 5.119. Advances From Special Parking Revenue Fund.

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

SECTION HISTORY

Based on Municipal Code, Sec. 88.09.2.
Added by Ord. No. 143,157, Eff. 5-4-72. (Formerly Sec. 5.119 in Art. 3, with changes.)

Form Gen. 146 (Rev. 9/06)

PRINT FORM RESET FORM

Required Insurance and Minimum Limits

Name: Destination Crenshaw Date: 10/29/2024

Agreement/Reference: City of LA Funding - Public right of Way Agreement

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

Limits

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

WC ***Statutory***

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐ _____

☐ Sexual Misconduct _____

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

____ **Professional Liability** (Errors and Omissions) _____

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
☐ Flood _____
☐ Earthquake_____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

____ **Pollution Liability** _____

☐ _____

✔ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds 100% of the contract price

____ **Crime Insurance** _____

Other: Sent to DavidHirano @ CAO

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

SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

REGARDING DESTINATION CRENSHAW – SANKOFA PARK

THIS SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT (this "**Second Amendment**"), made effective as July 1, 2025 ("**Effective Date**"), is made by and between the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**" or "**Metro**"), a public agency existing under authority of the laws of the State of California, and the City of Los Angeles ("**City**"), a municipal corporation and charter city of the State of California, acting by and through its Department of Public Works, Bureau of Engineering ("**BOE**"), and its Department of General Services ("**GSD**"). Each of City and LACMTA is sometimes referred to herein individually as a "**Party**," and collectively, as the "**Parties**."

RECITALS

A. City and LACMTA entered into that certain Memorandum of Agreement Regarding Destination Crenshaw – Sankofa Park ("**MOA**") dated July 30, 2021, which was amended on July 30, 2023 (as amended the "Existing MOA"), which existing MOA provides for Destination Crenshaw – Sankofa Park ("the Project"). Initially capitalized terms not defined herein shall have the respective meanings assigned to such terms in the MOA.

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

C. The Western/Slauson Project (Western/Slauson project, LACMTA Project ID# C1208) funding was awarded and programmed under the Measure M Metro Active Transport, Transit and First/Last Mile Program (MAT Program), a discretionary funding program of Measure M.

D. City and LACMTA previously entered into a Funding Agreement (FA) for design and construction of the Western/Slauson First/Last Mile Project in the amount of $3,353,774.80.

E. On May 22, 2025 the LACMTA Board of Directors approved an action reallocating programmed MAT Program funding for the Western/Slauson Project to the Crenshaw Boulevard First/Last Mile Improvements(the "Destination Crenshaw FLM Project") in the amount of $3,379,169.89 LACMTA Board action further authorized LACMTA staff to determine programming for the Destination Crenshaw FLM Project. LACMTA staff informed to the LACMTA Board of the final programming by memorandum on DATE.

F. The parties wish to amend the Existing MOA to add funding for the Destination Crenshaw FLM Project pursuant to the LACMTA Board action, and to incorporate requirements of Measure M and MAT Program.

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

AGREEMENT

1. Paragraph 5, titled "LACMTA Funding – Requirements" of the Existing MOA is hereby amended by adding a new paragraph 5.4 at the end thereof that reads as follows:

"5.4 Measure M Funds. To the extent the Measure M Funds are available, LACMTA shall make to CITY a grant of the Measure M funds in the amount of $3,379,169.89 for the Destination Crenshaw FLM Project. Notwithstanding any other provision in the Existing MOA, CITY's use of the Measure M Funds are subject to the terms and conditions set forth in the provisions of Exhibit J – TERMS AND CONDITIONS FOR THE DESTINATION CRENSHAW FLM PROJECT, attached hereto."

2. Paragraph 3.28 of the Existing MOA is hereby amended by deleting it in its entirety and replacing it with the following:

"3.28 "Termination Date" means the date that all of the following are completed: (a) the date that LACMTA has performed a final audit of the expenditure of the LACMTA Funds (defined below) , to LACMTA's reasonable satisfaction, pursuant to Section 19.1 below; (b) all audit and reporting requirements set forth in Exhibit J have been satisfied; (c) the agreed upon Scope of Work in Exhibit J has been completed; and (d) the final disbursement of the Measure M Funds has been made to CITY.

3. Except as expressly amended hereby, all terms and conditions of the Existing MOA remain in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOA that are not expressly amended by this Second Amendment shall remain unchanged.

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

CITY:

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

By: _____
Name:
Title: City Engineer
Date: _____

By: _____
Name:
Title: General Manager
Date: _____

APPROVED AS TO FORM:

, City Attorney

By: _____
Deputy City Attorney
Date: _____

ATTEST:

City Clerk

By:_____
Deputy
Date: _____

[*signatures continue on following page*]

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METRO:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Stephanie Wiggins, Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:_____
Deputy

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EXHIBIT J – TERMS AND CONDTIONS FOR DESTINATION CRENSHAW FLM PROJECT ("Terms and Conditions")

The Terms and Conditions for the Destination Crenshaw FLM Project consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms
2. Part II – General Terms
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report

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PART I – Specific Terms

1. 1. Title of the Project (the "Destination Crenshaw FLM Project"): Crenshaw Boulevard First/Last Mile Improvements–Construction of the Project. LACMTA Project ID# 1213, FTIP#LA9919400.

2. 2. Grant Funds For Destination Crenshaw FLM Project

    2.1. Programmed Funds for this Destination Crenshaw FLM Project consist of Measure M Funds.

    2.2. To the extent the Measure M Funds are available; LACMTA shall make to CITY a grant of the Measure M funds in the amount of $3,379,169.89 (the "Measure M Funds") for the Destination Crenshaw FLM Project. LACMTA Board of Directors' action of May 22, 2025 granted the Measure M Funds for the Destination Crenshaw FLM Project. The Measure M Funds are programmed over three (3) years for Fiscal Years (FY) 2022-23, FY 2023-24, and FY 2024-25.

3. This grant shall be paid on a reimbursement basis. CITY must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. CITY Funding Commitment, if applicable, must be spent in the appropriate proportion to the Measure M Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of Scope of work.

4. Attachment A the "Project Funding" documents all sources of funds programmed for the Destination Crenshaw FLM Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Destination Crenshaw FLM Project, including the Measure M

Funds programmed by LACMTA and, if any, the CITY Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Destination Crenshaw FLM Project are programmed. The Measure M Funds are subject to adjustment by subsequent LACMTA Board Action.

5. Attachment B is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Destination Crenshaw FLM Project, which includes the total sources of all funds programmed to the Destination Crenshaw FLM Project, including CITY and other entity funding commitments, if any, for this Destination Crenshaw FLM Project as well as the fiscal year and quarters the Destination Crenshaw FLM Project funds are anticipated to be expended. CITY shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Metro Active Transport Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Metro Active Transport Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under these Terms and Conditions shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to these Terms and Conditions.

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

7. No changes to these Terms and Conditions, including but not limited to the Measure M Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan, or the Scope of Work shall be allowed without an amendment to the original amendment, approved and signed by the PARTIES.

8. Attachment D is the "Project Reporting & Expenditure Guidelines". CITY shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Reports are

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attached to these Terms and Conditions as Attachments D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

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

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the “Bonds") to provide at least a portion of its funding commitments under this Agreement to CITY. CITY shall ensure that the expenditure of the Measure M Funds disbursed to CITY does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as Attachment F to this Agreement. CITY agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the City or administrator or bond issuer of the Measure M Funds. With regard to LACMTA debt financing to provide any portion of the Measure M Funds, CITY shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Destination Crenshaw FLM Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds’ tax status.

11. CITY shall comply with the Metro Complete Streets Policy, adopted October 2014. CITY must have an adopted Complete Streets Policy, an adopted City/County Resolution supporting Complete Streets, or an adopted General Plan consistent with the California Complete Streets Act of 2008. This shall be demonstrated through completion of the Complete Streets Self-Certification form attached as Attachment G.

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

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13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority

One Gateway Plaza

Los Angeles, CA 90012

Attention: Kathy Park

LACMTA Project Manager

Mail Stop: 99-23-3

Phone: (213) 922-6167

Email: ParkK@metro.net

14. CITY's Address:

City of Los Angeles

1149 S. Broadway

Los Angeles, CA 90015

Attention:

Title

Phone:

Email:

PART II – General Terms1. SUSPENSION OR TERMINATION

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

2. INVOICE BY CITY

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Unless otherwise stated in these Terms and Conditions, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Destination Crenshaw FLM Project progress, and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section6.1 of these Terms and Conditions, shall satisfy LACMTA invoicing requirements. CITY shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:

ACCOUNTSPAYABLE@METRO.NET (preferable) or mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# C1213 and FA# FA9200000000MATC1213

Kathy Park; Mail Stop 99-23-3

3. USE OF MEASURE M FUNDS

3.1 CITY shall utilize the Measure M Funds to complete the Destination Crenshaw FLM Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines, and the Metro Active Transport Program Administrative Procedures.

3.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and CITY for the Destination Crenshaw FLM Project. The Measure M Funds, as granted under these Terms and Conditions, can only be used towards the completion of the Scope of Work detailed in Attachment C.

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

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3.4 CITY must use the Measure M Funds in the most cost-effective manner. If CITY intends to use a consultant or contractor to implement all or part of the Destination Crenshaw FLM Project, LACMTA requires that such activities be procured in accordance with CITY's contracting procedures and consistent with State law as appropriate. CITY will also use the Measure M Funds in the most cost-effective manner when the Measure M Funds are used to pay "in-house" staff time. In-house staff time for administrative work (defined as work towards project management, invoicing, progress reporting, and quality assurance/control) shall be limited to 10 percent (10%) of the total project costs (the Measure M Funds) that are reimbursed. This effective use of funds provision will be verified by LACMTA through on-going Destination Crenshaw FLM Project monitoring and through any LACMTA interim and final audits.

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

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

4. REIMBURSEMENT OF MEASURE M FUNDS

4.1 Measure M Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to CITY. CITY must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf. CITY must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. CITY Funding Commitment, if any, must be spent in direct proportion to the Measure M Funds with each quarter's payment.55

4.2 Notwithstanding the foregoing, the first fX ($X) (the "Working Capital Advance") of Measure M Funds payable to CITY shall not be provided on a reimbursement basis but shall be distributed to CITY at no interest upon receipt by LACMTA of an invoice requesting thedisbursement. Any such disbursement must be for eligible Destination Crenshaw FLM Project expenses. The intent of
the parties is that CITY utilize the Working Capital Advance as a working capital

advance to pay valid invoices it receives within 45 days after receiving such invoices and in advance of receiving from LACMTA the corresponding reimbursement of the amounts included in such invoices. CITY shall provide appropriate documentation regarding eligibility of expenditures from the Working Capital Advance when the Destination Crenshaw FLM Project is complete, in similar format and detail as that provided in the Quarterly Progress/Expenditure Report.

5. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

5.1 CITY shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May, and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. CITY shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should CITY fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse CITY until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Destination Crenshaw FLM Project. If no activity has occurred during a particular quarter, CITY will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then CITY can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

5.2 CITY shall submit the Destination Crenshaw FLM Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Destination Crenshaw FLM Project budget for the upcoming fiscal year.

5.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Destination Crenshaw FLM Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits, and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Destination Crenshaw FLM Project is ready for final audit (meaning all costs and charges have been paid by CITY and invoiced to LACMTA, and such costs, charges, and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the amendment period under review). CITY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). CITY shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of these Terms and Conditions. The allowability of costs for CITY's own expenditures submitted to LACMTA for this Destination Crenshaw FLM Project shall be in compliance with Office of Management and

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Budget (OMB) Circular A-87. The allowability of costs for CITY's contractors, consultants, and suppliers' expenditures submitted to LACMTA through CITY's Quarterly Progress/Expenditures Reports shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require CITY to return monies to LACMTA, CITY agrees to return the monies within thirty (30) days after the final audit is sent to CITY.

5.4 CITY's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Destination Crenshaw FLM Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Destination Crenshaw FLM Project. These records must be retained by CITY for three (3) years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5.5 CITY shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.3 and 6.4 above. CITY shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Destination Crenshaw FLM Project.

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

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

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

5.9 CITY shall be responsible for ensuring all contractors/ subcontractors for the Destination Crenshaw FLM Project comply with the terms of the Ordinance, the Guidelines, and the Metro Active Transport Program Administrative Procedures. CITY shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines, and the Metro Active Transport Program Administrative Procedures.

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

5.11 CITY shall also certify final costs of the Destination Crenshaw FLM Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of these Terms and Conditions.

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

6. GRANT

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

7. SOURCES AND DISPOSITION OF MEASURE M FUNDS

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

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

7.3 CITY shall be responsible for any and all cost overruns for the Destination Crenshaw FLM Project pursuant to Section 8.2.

7.4 CITY shall be eligible for the Measure M Funds up to the grant amount specified in Part I, Section 2 of these Terms and Conditions subject to the terms and conditions contained herein. Any Measure M Funds expended by CITY prior to the Effective Date of these Terms and Conditions shall not be reimbursed nor shall they be credited toward the CITY Funding Commitment requirement, without the prior written consent of LACMTA. CITY Funding Commitment dollars expended prior to the year the Measure M Funds are awarded

shall be spent at CITY's own risk, or as delineated in a Letter of No Prejudice executed by the prospective CITY and LACMTA.

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

8. TIMELY USE OF MEASURE M FUNDS / REPROGRAMMING OF MEASURE M FUNDS

8.1 CITY must demonstrate timely use of the Measure M Funds by:

(i) Executing these Terms and Conditions within **sixty (60) days** of receiving formal transmittal of the amendment from LACMTA, or by December 31 of the first Fiscal Year in which the Measure M Funds are programmed, whichever date is later; and

(ii) Procuring contract/consultant to complete project phase scope of work within six (6) months of Agreement or amendment execution with Metro.

(iii) Expending at least a portion of Measure M funds within twelve (12) months of the date of Agreement or amendment execution. Use of funds includes issuance of an award of a consultant contract, or encumbrance of staff labor charges by project sponsor.

(iv) Delivering Work in accordance with schedule, budget, and scope of work; changes to the aforementioned will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Destination Crenshaw FLM Project milestone due dates as agreed upon by the LACMTA and CITY in Attachment C of these Terms and Conditions; and

(v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of these Terms and Conditions; and

(vi) Expending the Measure M granted under these Terms and Conditions for allowable costs within three **years (3) or thirty-six (36) months** from July 1 of the Fiscal Year in

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which the Measure M Funds are programmed, unless otherwise stated in these Terms and Conditions. All Measure M Funds programmed for FY 2022-23 are subject to lapse by June 30, 2025. All Measure M Funds programmed for FY 2023-24 are subject to lapse by June 30, 2026. All Measure M Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027.

8.2 In the event that the timely use of the Measure M Funds is not demonstrated as described abovethese Terms and Conditions, the Destination Crenshaw FLM Project will be reevaluated by LACMTA as part of its Annual Update process and the Measure M Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines, and the Metro Active Transport Program Administrative Procedures. In the event that all the Measure M Funds are reprogrammed, these Terms and Conditions shall automatically terminate.

9. DEFAULT

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

10. REMEDIES

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

11.2 Effective upon receipt of written notice of termination from LACMTA, CITY shall not undertake any new work or obligation with respect to these Terms and Conditions unless so directed by LACMTA in writing. Any Measure M Funds expended after termination shall be the sole responsibility of CITY. 11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. COMMUNICATIONS

11.1 CITY shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Destination Crenshaw FLM Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. CITY shall be responsible for complying with the latest Funding Recipient Communications Guidelines

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during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

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

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

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

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

12. PROJECT DESIGN

12.1 CITY shall coordinate and seek input with LACMTA Planning and Operations and other municipal operators for any potential effect to transit service as necessary.

12.2 CITY must receive concurrence in writing from LACMTA on the proposed design of the Destination Crenshaw FLM Project.

12.3 In the event that concurrence on the design of the Destination Crenshaw FLM Project between CITY and LACMTA is not demonstrated as described in Part II, Section 13.2 of these Terms and Conditions, the CITY shall be considered in Default pursuant to Part II, Section 10 of these Terms and Conditions.

3. Applicable to these Terms and Conditions and Scope of Work (B), sections 5 and 19 of the MOA do not apply. Sections cited here remain in place and are applicable to other work performed under the MOA.

13. OTHER TERMS AND CONDITIONS

13.1 These Terms and Conditions, along with its Attachments, constitutes the entire understanding between the PARTIES, with respect to the subject matter herein. The amendment shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the PARTIES who agreed to the original amendment or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such

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revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

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

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

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

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under these Terms and Conditions.

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

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

13.8 CITY shall not assign these Terms and Conditions, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by CITY without said prior consent by LACMTA shall be void and unenforceable.

13.9 These Terms and Conditions shall be governed by California law. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the

remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of these Terms and Conditions shall inure to the benefit of, and shall be binding upon, each of the PARTIES and their respective successors and assigns.

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

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

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ATTACHMENT A -PROJECT FUNDING

Measure M MAT - Capital Construction Program - Funding Agreement Projects - FA.9200000000MATCXXXX

Project Title: Crenshaw Blvd. First Last Mile Project#: XXXXXX

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2019-20	FY 2020-21	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING									
MEASURE M MAT FUNDS							$ 3,379,170	$ 3,379,170	
SUM PROG LACMTA FUNDS		$ -	$ -	$ -	$ -		$ 3,379,170	$ 3,379,170	**39%**
OTHER NON LACMTA FUNDING:									**0%**
LOCAL: City - 2023 - CTIEP (Physical Plant) Street Projects - LA City Agreement C-134516				$ 5,353,923				$ 5,353,923	61%
STATE:								$ -	0%
FEDERAL:								$ -	0%
PRIVATE OR OTHER:								$ -	0%
SUM NON-LACMTA FUNDS		$ -	$ -	$ 5,353,923	$ -		$ -	$ 5,353,923	**61.31%**
TOTAL PROJECT FUNDS		$ -	$ -	$ 5,353,923	$ -		$ 3,379,170	$ 8,733,093	**100%**

Use Actual $$$

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MAT - Capital Project Program - Funding Agreement Projects - FA.9200000000MATCXXXX
Project Title: Crenshaw Blvd. First Last Mile Project#: CXXXX

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total Measure M	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
OTHER NON LACMTA FUNDING:									
LOCAL: City - 2023 - CTIEP (Physical Plant) Street Projects - LA City Agreement C-134516									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction			$ 5,353,923						$5,353,923
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$5,353,923**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,353,923**
STATE:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$5,353,923**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,353,923**
PROJECT FUNDING FY2020-21 and FY2021-22	**$0**	**$0**	**$5,353,923**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,353,923**

SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total Measure M	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Early Planning									$0

Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total PRIVATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SUM NON-LACMTA FUNDS :	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PROJECT FUNDING FY2022-23 and FY2023-24	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
SOURCES OF FUNDS	**FY 2024-25 Qtr 1**	**FY 2024-25 Qtr 2**	**FY 2024-25 Qtr 3**	**FY 2024-25 Qtr 4**	**FY 2025-26 Qtr 1**	**FY 2025-26 Qtr 2**	**FY 2025-26 Qtr 3**	**FY 2025-26 Qtr 4**	**TOTAL BUDGET**
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction						$3,353,775			$3,353,775
Vehicle Purchase									$0
Others									$0
Total MEASURE M	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,353,775**	**$0**	**$0**	**$3,353,775**
SUM PROG LACMTA FUNDS:	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,353,775**	**$0**	**$0**	**$3,353,775**
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
STATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
FEDERAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
PRIVATE: [INSERT SOURCE]									$0
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0

Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY2024-25 and FY2025-26	$0	$0	$0	$0	$0	$3,353,775	$0	$0	$3,353,775
SOURCES OF FUNDS	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	FY Qtr 1	FY Qtr 2	FY Qtr 3	FY Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MAT FUNDS:									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total MEASURE M	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM PROG LACMTA FUNDS:	$0	$0	$0	$0	$0	$0	$0	$0	$0
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
STATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
FEDERAL: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
PRIVATE: [INSERT SOURCE]									
Early Planning									$0
Environmental/Planning									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY2026-27	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL LACMTA FUNDS	$0	$0	$0	$0	$0	$3,379,170	$0	$0	$3,379,170
TOTAL NON-LACMTA FUNDS	$0	$0	$5,353,923	$0	$0	$0	$0	$0	$5,353,923
TOTAL PROJECT FUNDING	$0	$0	$5,353,923	$0	$0	$3,379,170	$0	$0	$8,733,093

ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME: Crenshaw Blvd. First Last Mile

PROJECT LOCATION/LIMITS/AREA:
The project is located in the crosswalk area at Brynhurst & Crenshaw Blvd in the City of Los Angeles.

This project's limits are Crenshaw Boulevard between 60th Street and Vernon Avenue.

PROJECT DESCRIPTION INCLUDING METRO ACTIVE TRANSPORT PROGRAM AND PROJECT NEXUS:

The Sankofa Park Project is a transformative urban initiative that addresses recreational and green space inequities in South Los Angeles while celebrating the rich cultural heritage of Black Los Angeles. As the largest and most prominent component of Destination Crenshaw—a 1.3-mile cultural and economic revitalization corridor—Sankofa Park is envisioned as a cultural beacon, a hub for public art and community engagement, and a catalyst for economic resilience and spatial justice. Strategically positioned along Crenshaw Boulevard, the park will feature permanent public art installations by world-renowned Black artists, reforestation of the urban canopy, sustainable landscaping, shaded gathering spaces, and a signature viewing platform offering panoramic vistas of the surrounding cityscape. Upon completion, Sankofa Park will be a premier cultural destination, fostering reflection, celebration, and community interaction.

As Los Angeles prepares for the 2028 Olympic Games and the launch of the LAX People Mover to the Metro K-Line in 2025, Destination Crenshaw is positioning the Crenshaw community to benefit from increased economic activity, tourism, and transit expansion. By completing Sankofa Park and five additional pocket parks, this initiative will ensure local businesses, artists, and residents capitalize on these opportunities, leaving a lasting cultural and economic legacy in an area that already generates $470M in gross revenue with approximately 6,547 mostly local workers each year in the creative and traditional economic ecosystem. More than a park, Sankofa Park will solidify Crenshaw's status as a center of Black excellence, creativity, and resilience, ensuring the community's visibility, agency, and prosperity in the future of Los Angeles.

Destination Crenshaw's construction for the Sankofa Park Tunnel Lid has been awarded $3,353,774.80 in MAT funding to complete the Brynhurst/Crenshaw Blvd tunnel lid, landscaping, paver installation, and pedestrian crosswalk with new traffic signals.

Scope Summary: The scope will be to complete the capital construction at the Sankofa Park Tunnel lid, **the Brynhurst & Crenshaw Blvd. crosswalk curb cuts, paving finishes, pedestrian crosswalk, and traffic signal installation**, creating a safer multi-modal connection for the View Park community and a destination for community engagement, recreation, and cultural programming.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Phase 2A Construction	$3,379,169.89	$ 5,353,923	$8,733,092.89
TOTAL BUDGET COST			$8,733,092.89

ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	TAKEOFF QUANTITY	TOTAL COST	MAT FUNDS
PHASE 2A			
Project Management	1 LS	$ 893,872.50	
Surveying	1 LS	$ 135,044.24	
Structural Concrete (paving finishes)	1 LS	$ 1,600,225.09	$ 1,600,225.09
Misc. Metals	1 LS	$ 1,192,500.00	$ 375,815.74
Exterior Painting	1 LS	$ 100,000.00	
Electrical Systems (cross walk, traffic signal)	1 LS	$ 1,403,129.06	$ 1,403,129.06
Shoring	1 LS	$ 229,420.00	
Unit Paving	1 LS	$ 265,752.00	
Site Furnishings	1 LS	$ 241,721.25	
Landscaping & Irrigation	1 LS	$ 431,023.75	
Underground Utilities	1 LS	$ 76,540.00	
General Requirements: Temporary Utilities, Safety, Health,	1 LS	$ 946,972.63	
Fee: Flat Fee for Service based on usage and time spent	1 LS	$ 794,801.38	
Tunnel Lid Electrical	1 LS	$ 309,590.99	
Tunnel Lid & Sankofa Coord	1 LS	$ 112,500.00	
GRAND TOTAL		**$8,733,092.89**	**$3,379,169.89**

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
CONSTRUCTION PHASE 2A	12/28/25	07/31/26	184d

PROJECT MAP:

FTIP#: _____ Project#: CXXXX
Subregion ID: _____ FA# 9200000000MATCXXXX

ATTACHMENT G
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Funding Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. **Name of Sponsoring Agency or Grantee (whichever is applicable):** Destination Crenshaw

2. **Contact Name:** Jason Foster

3. **Contact Phone:** (323) 678-4917

4. **Contact Email:** jason@destinationcrenshaw.la

5. **Project Description:** Destination Crenshaw's construction for the Sankofa Park Tunnel Lid has been awarded $$3,379,169.890 in MAT funding to complete the Brynhurst/Crenshaw Blvd tunnel lid, landscaping, paver installation, and pedestrian crosswalk with new traffic signalsWe seek funding to support completing the Brynhurst & Crenshaw Blvd. crosswalk curb cuts, paving finishes, pedestrian crosswalk, and traffic signal installation, creating a safer multi-modal connection for the View Park community and a destination for community engagement, recreation, and cultural programming.

6. **Identify participating agencies roles and responsibilities:**
   - City of LA, Bureau of Engineering – Grant Administration
   - LA Metro – Funding Source

7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008. – Mobility Plan 2035

FTIP#: _____ Project#: CXXXX
Subregion ID: _____ FA# 9200000000MATCXXXX

By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Signature:

_____ _____

Agency Representative Date

FTIP#: _____ Project#: CXXXX
Subregion ID: _____ FA# 9200000000MATCXXXX

ATTACHMENT H
SPECIAL GRANT CONDITIONS
CLOSEOUT REPORTING POLICY FORM

Grantees are required to establish project goals and to identify basic performance indicators to be collected in order to measure the effectiveness of the projects. Grantees will be asked to collect and submit data and a Closeout Report to LACMTA upon completion of the project. Evaluations will need to be completed before and after projects are constructed. The costs for project evaluation shall be included in the project budget. At minimum, projects will be evaluated for their effectiveness in improving pedestrian and bicyclist safety and enhancing connectivity and mobility. Additionally, projects will be evaluated against the specific goals and objectives established in this program, including those related to innovative partnership and project delivery. Examples of the methods of evaluation are detailed below.

- Safety: Projects will aim to reduce the occurrence and severity of vehicle-pedestrian and vehicle-bicyclist crashes. Progress towards this goal can be measured by evaluating collisions and the details surrounding them, including where they occurred, when they occurred, who was involved, and what precipitating actions took place. Progress towards this goal also can be evaluated qualitatively through user interface surveys (e.g., assessing perceived safety of walking and bicycling). Resources: Transportation Injury Mapping System and Statewide Integrated Traffic Records System (SWITRS).

- Connectivity/Mobility: Projects will aim to increase the number and percent of people walking or bicycling, and/or accessing transit on foot or bike. Progress towards this goal can be measured by counting the number of pedestrians and bicyclists using the constructed facilities. Bicycle and pedestrian counts should be taken on a mid-weekday and weekend, excluding winter months. The "after" counts should not be taken until six (6) months after the completion of the project. Bicycle and pedestrian count data should be uploaded to the SCAG/Metro Bike Count Data Clearinghouse. Progress towards this goal also can be measured by counting the number of households within a quarter-mile of a low-stress bicycle facility, the number of jobs within a quarter-mile of a low-stress bicycle facility, and the number of destinations (e.g., schools, medical centers, parks, etc.) within a quarter-mile of a low-stress bicycle facility. Progress towards this goal also can be evaluated qualitatively through user interface surveys.

- Project Partnerships and Delivery Approaches: Cycle 1 places a strong emphasis on innovative/experimental project partnerships and delivery. This priority can be evaluated through the assessment of project delivery timelines, as well as compiling and analyzing qualitative input from project sponsors and participants.

1. **Name of Sponsoring Agency or Grantee (whichever is applicable):** Destination Crenshaw
2. **Contact Name:** Jason Foster
3. **Contact Phone:** (323) 678-4917
4. **Contact Email:** jason@destinationcrenshaw.la
5. **Project Description:** Destination Crenshaw's construction for the Sankofa Park Tunnel Lid has been awarded $3,353,774.80 in MAT funding to complete the Brynhurst/Crenshaw Blvd tunnel lid, landscaping, paver installation, and pedestrian crosswalk with new traffic signalsWe seek funding to support completing the Brynhurst & Crenshaw Blvd. crosswalk curb cuts, paving finishes, pedestrian crosswalk, and traffic signal installation, creating a safer multi-modal connection for the View Park community and a destination for community engagement, recreation, and cultural programming.

By signing this form, the agency commits itself to the following:

- Establishing project goals and to identify basic performance indicators to measure the effectiveness of the project, and
- Collecting data and submitting a completed Closeout Report to LACMTA upon completion of the project.

Signature:

_____ _____

Agency Representative Date

Los Angeles County
Metropolitan Transportation Authority

Measure R Local Return

Guidelines

Metro

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A. POLICY

I. PROGRAM SUMMARY

Measure R is funded with 1/2-cent sales tax revenues that Los Angeles County voters approved in November 2008 to meet the transportation needs of Los Angeles County. Collection of the tax began on July 1, 2009. Fifteen percent (15%) of the Measure R tax is designated for the Local Return ("LR") Program to be used by cities and the County of Los Angeles ("Jurisdictions"). The Los Angeles County Metropolitan Transportation Authority ("LACMTA") allocates and distributes LR funds monthly to Jurisdictions on a per capita basis.

The Measure R Ordinance specifies that LR funds are to be used for transportation purposes. No net revenues distributed to Jurisdictions may be used for purposes other than transportation purposes. The Measure R Ordinance directs LACMTA to develop LR Guidelines, including administrative requirements. The projects included in herein further define those transportation purposes for which Measure R LR revenues may be used.

To maximize the transportation funding benefit for the region, a "Coordinated Approach" and "Sustainability" are encouraged. Jurisdictions are encouraged to apply their Measure R LR funds towards multi-jurisdictional projects, specifically projects that support other Measure R rail, bus and highway corridor projects. Examples of projects where multi-jurisdictional coordination can be achieved are located in the Coordination Approach Section. Coordination efforts will result in incentive benefits for Jurisdictions as listed in the Coordination Incentive Section. Projects that show Sustainability, or green measures, are listed in the Sustainability Section.

II. MEASURE R USES AND CONDITIONS FOR PROJECT ELIGIBILITY

Following are listings of eligible projects for which Measure R LR funds can be used:

1. Streets and Roads. Planning, right of way acquisition, engineering, administration, construction, improvement, maintenance, and operation of public streets and roads, highways and exclusive public mass transit guide ways, and their related public facilities for non-motorized traffic, including the mitigation of their environmental effects, all costs associated with property acquisition for such purposes.

   Streets and Roads improvements may consist of, but are not limited to, the following:
   - Repair and maintenance of public roadways, pavement maintenance, slurry seals, chip seals, pot-hole repair, pavement rehabilitation and roadway reconstruction, curb, gutter, sidewalk, roadway signage and catch basin repair (storm drains) in connection with any roadway improvements
   - Capacity enhancements, street widenings, pavement marking and striping or restriping
   - Exclusive bike or bus lanes
   - Roadway safety improvements such as soundwalls, roadway lighting raised median or roadway signage, or other

- Americans with Disabilities Act ("ADA")
- Complete streets

2. Traffic Control Measures. Signal Synchronization, Transportation Demand Management ("TDM"), Transportation Systems Management ("TSM"), Intelligent Transportation System ("ITS"), traffic signal modification, signalization of turns,, traffic management center, and traffic safety.

   TDM projects are defined as strategies/actions intended to influence how people commute, resulting in minimizing the number of vehicle trips made and vehicle miles traveled during peak travel periods.

   a. Signal Synchronization. The research, planning, design, engineering, administration, construction, improvement, maintenance, and operation of traffic signals and traffic signal improvement projects, in particular those improvements required to install and maintain traffic signal synchronization and coordinated traffic signal timing across jurisdictions. Signal Synchronization Improvements may consist of, but are not limited to, the following:
      - Installation of new traffic signal
      - Installation of left-turn phasing
      - Maintenance, repair, replacement and/or upgrade of traffic and pedestrian signal equipment
      - Installation, repair, maintenance of vehicle detection system which may include operation as a fully traffic actuated signal
      - Installation of time-based coordination; installation and maintenance of traffic signal coordination timing

   b. TDM-eligible project expenditures may consist of, but are not limited to, the following:
      - Vanpool and/or vanpool incentive programs, (as well as carpool and biking incentive programs) including ride-matching programs (must be made available to all employers and/or residents within the Jurisdiction boundaries)
      - Community-based shuttles for employees, if such services complement existing transit service
      - Parking management incentive programs, including parking cash-outs or parking pricing strategies
      - Employer or citizen ride-matching programs and subsidies
      - Transportation Management Organization's ("TMO") insurance costs or individual employer's vanpool programs under the umbrella vehicle insurance policy of the Jurisdiction
      - Matching funds for LR-eligible projects such as Safe Routes to School projects and highway safety projects
      - Car sharing programs

   c. TSM-eligible project expenditures include those for relatively low-cost, non-capacity-enhancing traffic control measures that improve vehicular flow and/or increase safety within an existing right-of-way. TSM projects may consist of, but are not limited to, the following:
      - Reserved bus lanes (no physical separation) on surface arterials

- Contra-flow lanes (reversible lanes during peak travel periods)
- Ramp meter by-pass (regulated access with bus/carpool unrestricted entry)
- Traffic signal priority for buses (to allow approaching transit vehicles to extend green phase or change traffic signal from red to green)
- Preferential turning lanes for buses
- Other traffic signal improvements that facilitate traffic movement

Traffic Control Measures - Eligibility Restrictions

LR funds may not be used to alter system/signal timing that was implemented under a traffic forum project/grant, unless coordinated with all affected Jurisdictions in the corridor. If a LR-funded project is or has an ITS component, it must be consistent with the Regional ITS Architecture. ITS projects must comply with the Countywide ITS Policy and Procedures that the LACMTA Board has adopted.

3. Bikeways and Pedestrian Improvements. Bikeway and Pedestrian improvements are for public uses and should follow ADA and California Title 24 specifications for accessibility requirements. Bikeways and Pedestrian improvements may consist of, but are not limited to, the following:
   - Bike/pedestrian facilities (including bike storage), sidewalks, related lighting, construction and maintenance,
   - Signage, information/safety programs
   - Lighting for bike and pedestrian safety
   - Bike signal, bike detection, bike valet, bike lane and bicycle parking
   - ADA improvements, streetscapes, crossings and curb cuts
   - Bike sharing
   - Bike Safety and Bike Education

4. Public Transit Services. Proposed new or expanded transit or paratransit services must be coordinated with LACMTA and other affected existing regional bus transit systems to determine the proposed service's compatibility with the existing service(s). LACMTA may request that the proposed service be modified. Proposed services must also meet the criteria outlined under "Non-Exclusive School Service" and "Specialized Transit". Emergency Medical Transportation is not an eligible use of LR funds. Public transit service expenditures may include, but are not limited to, the following:
   - New fixed route, paratransit (Elderly and Disabled and/or General Public) or Flexible Destination bus service
   - Extension or augmentation of an existing bus route(s) and coordination of existing paratransit service
   - Contracting with a transit operator or private provider for transportation services
   - Contracting with transit operator in an adjacent county to provide transportation services within Los Angeles County
   - Operating subsidy to existing municipal or regional bus operator
   - Service enhancements related to bus/rail interface
   - Shuttle service between activity centers
   - Fare subsidy, subsidized taxi service for disadvantaged residents
   - Taxi coupon programs used to provide paratransit systems for senior and disabled patrons
   - ADA related improvements to fixed route or paratransit operations

- Transit security
- Recreational transit

Public Transit Services - Eligibility Restrictions

a. **N**[illegible] includes fixed-route bus services or demand-responsive services available to the general public, which also provide school trips, are eligible for LR funding. Exclusive school bus services are not eligible. Projects must meet the following conditions:
   - The bus vehicles utilized cannot be marked "School Bus" or feature graphics that in any way indicate they are not available to the general public. Yellow paint schemes should not be for the specific purpose of meeting the vehicle code definition of a school bus
   - The bus head sign is to display its route designation by street intersection, geographic area, or other landmark/destination description and cannot denote "School Trip" or "Special." In cases where the service includes an alternate rush-hour trip to provide service by a school location, the dashboard sign is to indicate the line termination without indicating the school name
   - Timetables for such services will be made available to the general public, shall provide the given schedule and route but must not be labeled "school service"
   - Drivers must be instructed that such service is available to the general public and board and alight all passengers as required at designated stops
   - The same fare payment options must be made available to all users
   - The overall transportation service provided in the Jurisdiction must not be for school service hours only

b. [illegible], special-user group service or social service transit may be eligible where it can be incorporated into the existing local transit or paratransit program. Jurisdictions must demonstrate that existing services cannot be modified to meet the identified user need. Projects must meet the following conditions:
   - The special user group identified does not discriminate on the basis of race, religion, sex, disability or ethnicity
   - Service shall be available to all members of the general public having that specialized need and not be restricted to a specific group or program
   - Service shall be advertised to the general public
   - LACMTA may require, as a condition of approval, inter-jurisdictional project coordination and consolidation
   - LR funds may only be used for the transportation component of the special user group program, i.e., direct, clearly identifiable and auditable transportation costs, excluding salaries for specialized escorts or other program aides
   - The designated vehicle(s) used must be made available for coordination with other paratransit programs if space permits

c. [illegible] are eligible for travel within a 300 mile radius of the designated point of departure within the Jurisdiction. All eligible trips must be made within California, and eligibility restricts the use to day trips (no overnight trips). Trips may be limited to certain general age groups (e.g.,

children under 18, senior citizens, persons with disabilities); however, trips must be made available to all individuals within that designated group. Special events or destinations may be served; however, all members of the general public including individuals with disabilities must be allowed to use the service.

LR funds may not be used to pay the salaries of recreation leaders or escorts involved in recreational transit projects. All recreational transit trips must be advertised to the public, such as through newspapers, flyers, posters, and/or websites. Jurisdictions must submit a Recreational Transit Service Form (Appendix II) on or before October 15th after the fiscal year the service was made available, to certify that all conditions were met.

5. Public Transit Capital - Bus/rail improvements maintenance and transit capital. Jurisdictions must coordinate bus stop improvements with affected transit operators. Jurisdictions that propose replacing privately owned benches or shelters must notify the affected operator(s) before requesting Jurisdictional project approval. Public Transit Capital projects may consist of, but are not limited to, the following:
   - Bus stops, stations
   - Vehicles (new, replacement, and/or maintenance)
   - Transit facilities
   - Transportation Enhancements ("TE") park-and-ride lots
   - Right of way improvements
   - Farebox systems
   - Transit Access Pass ("TAP")
   - Universal Fare System ("UFS"), ITS
   - Bus/station amenities
   - Transportation technical systems
   - Transit security

6. Transportation Marketing. If promotional signage, literature, or other project marketing material is distributed or displayed as part of a Measure R project outreach or marketing activity, Jurisdictions are encouraged to include a notation indicating that Measure R funding was used to fund the project. Marketing projects may consist of, but are not limited to, the following:
   - Transportation kiosks and/or transit pass sales centers
   - Transportation information amenities such as maps, brochures, transportation signage
   - Transportation user subsidy programs
   - Promotions and events
   - GIS mapping of bikeways & other bikeway information

7. Planning, Engineering and/or Study, Congestion Management Program ("CMP") Planning, coordination, engineering and design costs incurred toward implementing an eligible LR project are eligible when the following conditions are met:
   - The projects being planned (designed, coordinated, etc.) are LR eligible; coordination includes: Jurisdictions' start-up costs or dues for Councils of Governments ("COGs") and Transportation Management Associations ("TMAs"); advocacy; and funding for Joint Powers Authorities ("JPAs") by Jurisdictions or ("COGs"). If some activities are LR eligible and some are not,

partial payment of dues must be made proportionally to the organization's budget for LR-eligible projects

- TDM-related activities as required by the CMP. CMP project may consist of, but are not limited to: preparation of TDM ordinances; administration and implementation of transit or TDM-related projects pursuant to CMP deficiency plans; and monitoring of transit standards by transit operators

8. Transportation Administration expenditures for those administrative costs associated with and incurred for the aforementioned eligible projects/programs.
   Direct administration includes those fully burdened costs that are directly associated with administering LR program or projects, and includes salaries and benefits, office supplies and equipment, and other overhead costs. All costs must be associated with developing, maintaining, monitoring, coordinating, reporting and budgeting specific LR project(s). Expenditures must be reasonable and appropriate to the activities undertaken by the locality. The administrative expenditures for any year shall not exceed twenty percent (20%) of the total LR annual expenditures.

9. Local Funding Contributions. Measure R LR funds may be used as matching funds for other federal, state, or local sources that may be used to fund transportation projects as listed herein in this section.

   Measure R Ordinance Attachment A assumes a three percent (3%) local funding contribution for projects listed therein. LR funds may be used to provide these local funding contributions.

III. MAINTENANCE OF EFFORT ("MOE")

Measure R LR Program funds are to be used to augment, not supplant, existing local revenues being used for transportation purposes. Jurisdictions must maintain their individual existing local commitment of funds, for current transportation projects and services.

In addition to implementing new Measure R eligible projects and programs, Jurisdictions may use Measure R LR funds to supplement existing Measure R eligible projects and programs should there be a current or projected funding shortfall. LACMTA reserves the right to request appropriate documentation from a Jurisdiction to support the existence of a funding shortfall.

IV. PROMOTE SUSTAINABILITY

Jurisdictions are encouraged to use Measure R LR funds for projects that will foster a more sustainable countywide transportation system by improving the efficiency and operation of streets and roads and/or increasing alternative transportation choices. Jurisdictions should also consider sustainability in the development of each project by incorporating design elements that reduce construction-related and long-term environmental impacts.

Measure R LR funds provide a resource for jurisdictions to implement regional or sub-regional Sustainable Communities Strategies, adopted in response to SB 375. The LACMTA encourages jurisdictions to maximize the use of this resource to reduce

greenhouse gas emissions, while also improving mobility and access in local communities. Examples of projects likely to be included in Sustainable Communities Strategies include: livable streets, complete streets, car sharing programs, parking pricing strategies, and other actions to reduce congestion and/or vehicle miles traveled. Sustainable design elements should aim to reduce energy, water, waste and air pollutants that occur throughout the lifecycle of a project, including its construction, maintenance, and operations. Examples of sustainable design elements include: green street features, solar options, drought tolerant landscaping, energy efficient lighting, and the use of recycled or re-used materials, among others.

V. COORDINATION APPROACH

Jurisdictions are encouraged to coordinate and use their Measure R LR funded projects as follows:

1. More corridor based projects, specifically projects that support other Measure R rail, bus and highway corridors
2. Coordination on arterials
3. Land use policies to support rail and bus transit
4. Bike connectivity between Jurisdictions
5. Bicycle and pedestrian access to support transit stations and rail stations
6. Bus rapid service implementation
7. Street improvements to support coordinated signal synchronization
8. Complete streets (bike, pedestrian, traffic) sustainability, green measures

B. ADMINISTRATIVE

I. ADMINISTRATIVE POLICY

Standard Assurances

LACMTA will require that Jurisdictions submit Assurances and Understandings agreements before participating in the LR Program.

II. REPORTING REQUIREMENTS

1. Expenditure Plan (Form One) included in Appendix IV.
   To maintain legal eligibility and meet Measure R LR program compliance requirements, Jurisdictions shall submit to LACMTA an Expenditure Plan (Form One), annually, by August 1st of each year.

   Form One provides a listing of projects funded with Measure R LR funds along with estimated expenditures for the year. For both operation and capital projects, Part I is to be filled out. For capital projects (projects over $250,000), Part II is required. Pursuant to AB 2321, LACMTA will provide LR funds to a capital project or program sponsor who submits the required expenditure plan containing the following:

   1. The estimated total cost for each project and/or program activity;
   2. Funds other than Measure R that will be expended on the projects and/or program activity;
   3. The active funding schedule for each project and/or program activity; and,
   4. The expected completion dates for each project and/or program activity.

2. Expenditure Report (Form Two) included in Appendix V.
The submittal of an Expenditure Report (Form Two) is also required to maintain legal eligibility and meet Measure R LR program compliance requirements. Jurisdictions shall submit a Form Two, to LACMTA annually, by October 15th (following the conclusion of the fiscal year). The Expenditure Report serves to notify LACMTA of previous year LR fund receipts and expenditures. Jurisdictions are required to specify administration charges to Direct Administration in order to verify compliance of the 20% cap on administration costs.

3. Recreational Transit Form
Jurisdictions that use their Measure R LR funds for recreational transit services must fill out, sign and submit this form a no later than October 15 after the fiscal year in which the services were rendered. See Appendix II for Recreational Transit Form.

4. Form Submission Timeline

FORM	DETERMINATION	ANNUAL DUE DATE
Expenditure Plan (Form One)	New, amended, ongoing and carryover projects; Capital projects require additional information	August 1st
Expenditure Report (Form Two)	All projects	October 15th
Recreational Transit Form	Recreational Transit only	October 15th

III. TIMELY USE OF FUNDS

Measure R LR funds have five (5) years to be expended. Funds must be expended within five years of the first day of the fiscal year in which funds were originally allocated or received. For example: funds received in FY 2009-10 are required to be expended by June 30, 2015. A First-In-First-Out (FIFO) method of calculation will be used to determine any lapsing of funds. The Measure R LR allocation, interest income and other income earned from LR projects (such as revenues from advertising) which are not expended within the allocated time, will consequently lapse, and be returned to LACMTA upon request, for reallocation to Jurisdictions on a per capita basis.

LACMTA will allow a time extension for Jurisdictions to reserve funds (see Section V below).

IV. FUND EXCHANGE: TRADE, LOAN, GIFT

Jurisdictions involved with fund exchanges are required to obtain LACMTA approval and keep all related documents on file.

1. Trading of Measure R LR funds are restricted to other dedicated transportation funds/revenues (except for Proposition C funds which are not allowed).

2. Jurisdictions may arrange a mutually acceptable temporary transfer or loan from one Jurisdiction to another in order to meet short-term project financing needs while allowing for multi-year payback to the lead agency. These loans are to be made on terms to be negotiated between the involved parties. The participating Jurisdictions

are held mutually responsible for ensuring that the end use of Measure R is for statutorily allowed purposes.

3. Jurisdictions can gift its Measure R LR funds to another Jurisdiction for the implementation of a mutual project, providing that the funds are used for eligible transportation purposes as listed herein. Jurisdictions giving the funds away cannot accept an exchange or gift of any kind in return.

V. RESERVE FUND

Jurisdictions, may set up a reserve fund account to obtain additional time (beyond the five year term limit) to expend funds. The reserve project will be accounted for in a separate account, or sub-account for audit purposes and lapse date calculation. The reserve fund process is as follows:

1. The Jurisdiction must send a letter to LACMTA requesting a reserve fund along with project details, including an Expenditure Plan and justification and time continuance specific to the project for which the extension is needed.
2. LACMTA will determine if the extension is warranted. If the project qualifies, LACMTA will send an approval letter for the reserve.
3. The Jurisdiction will then be required to establish a separate account, or sub-account (line item), that can be audited.

However, if a Jurisdiction finds that the reserve fund project cannot be constructed for reasons beyond the Jurisdiction's control, the Jurisdiction may submit a request to LACMTA to reprogram the reserve. The Jurisdiction must indicate in writing the proposed use of the accumulated reserve funds to be reprogrammed, and receive written LACMTA approval. If the reserve funds are reprogrammed without the approval of LACMTA, LACMTA may request that the funds be paid back to LACMTA for reallocation to Jurisdictions on a per capita basis through the Measure R LR allocation process.

VI. FINANCE SECTION

Apportionment and Disbursement

The Measure R Ordinance specifies that 15% of its revenues be allocated to Jurisdictions on a per capita basis. After administrative costs are deducted, apportionments are made to all Jurisdictions within the Los Angles County, currently 88 cities and the County of Los Angeles (for unincorporated areas). The Jurisdictions allocation is based on the population shares from the projected populations as derived from annual estimates made by the California State Department of Finance. The projected populations are revised annually in the Formula Allocation Procedure (FAP) and approved by the LACMTA Board.

Prior to receiving disbursements, a Jurisdiction must sign and return an Assurances and Understandings (legal agreement). Funds are then automatically disbursed on a monthly basis from the net received revenues, on a per capita basis, to the Jurisdiction.

Establishing a Separate Account

Jurisdictions are required to establish a separate account, or sub-account (line item), and deposit all Measure R LR revenues, interest earnings received and other income earned (such as fare revenues, revenue from advertising, etc.) in that account.

Bonding
Jurisdictions may issue bonds against Measure R Local Return Revenue

Pooling of Funds
LACMTA will allow Jurisdiction's to pool Measure R LR funds in order to obtain maximum return on investments. Such investments earnings must be reported and expended consistent with these guidelines. As in fund exchanges or transfers, Jurisdictions involved in such arrangement should keep adequate records of such transactions in order to allow for subsequent audits.

Unexpended Project Funds
All unexpended project funds remaining upon completion of an approved project must be re-programmed.

Reimbursement
Measure R LR funds may be used to advance a project which will subsequently be reimbursed by federal, state, or local grant funding, or private funds, if the project itself is eligible under these guidelines. The reimbursement must be returned to the Measure R LR account.

VII. AUDIT SECTION

A financial and compliance audit will be conducted annually as part of LACMTA's Consolidated Audit Program to verify adherence to the Measure R Guidelines. Audits will be performed in accordance with auditing standards generally accepted in the United States of America and the Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that the audit is planned and performed to obtain reasonable assurance about whether the basic financial statements are free of material misstatement. The audit shall include examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements. The audit shall also include review of internal control procedures, assessing the accounting principles used, as well as evaluation of the overall basic financial presentation.

It is the Jurisdictions' responsibility to maintain proper accounting records and documentation to facilitate the performance of the audit prescribed in these guidelines. Jurisdictions are required to retain LR records for at least four years following the year of allocation and be able to provide trial balances, financial statements, worksheets and other documentation required by the auditor. Jurisdictions are advised that they can be held accountable for excess audit costs arising from poor cooperation and inaccurate accounting records that would cause delays in the completion of the required audits.

N: Jurisdictions are required to expend their Measure R LR funds for transportation purposes, as defined by these guidelines. Any Jurisdiction that violates this provision must fully reimburse LACMTA, including interest thereon, for the misspent funds and shall be deemed ineligible to receive Measure R LR funds for a period of three (3) years.

A. FINANCIAL AND COMPLIANCE PROVISIONS

The Measure R LR Audits shall include, but not limited to, verification of adherence to the following financial and compliance provisions of this guidelines:

[illegible]	N[illegible] [illegible]
Measure R LR funds were expended for transportation purposes (as defined by the Measure R LR Guidelines)	Suspension of disbursements for three (3) years. The suspended funds will be reallocated to Jurisdictions on a per capita basis
Assurances and Understandings (fully executed agreement)	Suspension of disbursements until compliance
Accounts and Records have established a separate operating Measure R Local Transportation Assistance Account for LR purposes.	Suspension of disbursements until compliance
Verification of revenues received including allocations, project generated revenues, interest income properly credited to Measure R account	Suspension of disbursements until compliance
Verification that funds were expended with Metro's approval	Jurisdiction will be required to reimburse its LR account
Verification that funds were not substituted for property tax and is in compliance with the MOE	Jurisdiction will be required to reimburse its LR account (Auditors will measure MOE compliance globally, not project by project)
Verification that the funds are expended within five (5) years from the first day of the fiscal year in which funds were originally allocated or received (unless an approved reserve fund has been established. See page 10.)	Lapsed funds will be returned to LACMTA for reallocation to Jurisdictions on a population basis
Verification that administrative expenditures did not exceed over 20% of the total annual LR expenditures.	Jurisdictions will be required to reimburse their LR account for the amount over the 20% cap.
Verification that the Expenditure Plan was submitted on or before August 1st at the beginning of the new fiscal year.	Audit exception.
Verification that the Annual Expenditure Report was submitted on or before October 15th following the end of past fiscal year.	Audit Exception.
Where funds expended are reimbursable by other grants or fund sources, verification that the reimbursement is credited to the Local Return account upon receipt of reimbursement.	Audit exception and reimbursement received must be returned to the LR account

Where Measure R funds were given, loaned or exchanged by one Jurisdiction to another, verification that the receiving Jurisdiction has credited its LR account with the funds received.	Audit exception and reimbursement of affected funds to the LR account.
Where a capital reserve has been granted, verification that a separate account for the capital reserve is established, and current status is reported in the Expenditure Plan	Audit exception.

B. AUDIT DELIVERABLES

The auditor shall submit to the Jurisdictions and to LACMTA a Comprehensive Annual Report of Measure R LR funds no later than March 31st following the end of fiscal year. The report must contain at the minimum, the following:

- Audited Financial Statements – Balance Sheet, Statement of Revenues and Expenditures and Changes in Fund Balances.
- Compliance Report, Summary of Exceptions, if any, and ensuing recommendations.
- Supplemental Schedules – Capital Reserves, if any; Schedule of Detailed Project Expenditures; and Capital Assets.

C. SUSPENSION OR REVOCATION

Jurisdictions are expected to take corrective action in response to the LR financial and compliance audit. Notwithstanding the provisions of these guidelines, LACMTA reserves the right to suspend or revoke allocation to Jurisdictions that may be found to be in gross violation of these guidelines, or repeatedly committing violations, or refusing to take corrective measures.

VIII. APPENDICES

[illegible]

[illegible]

The undersigned, in conjunction with the receipt of funds derived from the one-half cent sales tax approved pursuant to Assembly Bill 2321, Measure R Ordinance of the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), and as required by LACMTA's Measure R Local Return ("LR") Guidelines, hereby provides the following assurances and understandings.

A. The undersigned hereby assures LACMTA:

1. That the Measure R LR funds are to be used to augment, not supplant, existing local revenues being used for transportation purposes;

2. That Measure R LR funds will be used for public transportation purposes as defined in LACMTA's Measure R LR Guidelines;

3. That the undersigned will submit to LACMTA for the use of Measure R LR funds:

   a. An Expenditure Plan, annually, by August 1st of each year, including a proposed budget of the current year's expenditures;

   b. An Expenditure Report, annually, by October 15th of each year, including an update of the prior year's expenditures;

4. Unless otherwise required by LACMTA, an audit certified by a Certified Public Accountant, will be conducted by LACMTA within 180 days of the close of the fiscal year;

5. That all projects proposed for Measure R LR funding will meet the legal requirements of the Measure R Ordinance and LACMTA's LR Guidelines criteria.

B. The undersigned further understands and agrees:

1. That LACMTA will require the undersigned to return any Measure R LR funds and may impose interest penalties on any expenditure found to be illegal or improper under the terms of the Measure R Ordinance or the LACMTA's LR Guidelines;

2. That the undersigned will, for projects to be funded in part or in whole with Measure R LR funds, comply with all applicable federal, state, and local laws and regulations, including without limitation: American With Disabilities Act (ADA), CEQA and NEPA, affirmative action, transit accessibility and public health and safety requirements and fair labor practices;

3. That the undersigned will utilize the State Controller's Uniform System of Accounts and Records to accommodate uses and disbursements of Measure R LR funds which will allow financial and compliance audits of Measure R LR funds transactions and expenditures to be conducted;

4. That any Measure R LR funds not expended within five (5) years, under the Timely Use of Funds time period, or held in a Capital Reserve account approved by LACMTA, thereafter will be returned to LACMTA upon request.

5. In addition to implementing new Measure R eligible projects and programs, Jurisdictions may use Measure R LR funds to supplement existing Measure R eligible projects and programs should there be a current or projected funding shortfall. LACMTA reserves the right to request appropriate documentation from a Jurisdiction to support the existence of a funding shortfall.

IN WITNESS WHEREOF the undersigned has executed this "Assurances and Understandings Regarding Receipt and Use of Measure R LR Funds" this _____ day of _____, 20__ by its duly authorized officer:

CITY OF _____

BY _____

_____
(Title)

DATE _____

ASSURANCES AND UNDERSTANDINGS REGARDING
RECEIPT AND USE OF MEASURE R LOCAL RETURN FUNDS

Appendix II

Recreational Transit Services Form

LACMTA – Annual Report – Due October 15th
Recreational Transit Trips

Agency	Fiscal Year
Availability: Certify that all Local Return funded trips were made available to the public	
Advertisements: Certify that all Local Return funded trips were made available to the general public (Advertisement, flyers, internet postings)	
Destination: Certify that all Local Return funded trips were within the area of recreation map Appendix III (fully or proportionally funded)	
Salaries: Certify that Local Return funds did not fund the salary of escorts or guardians	

Signature: Date:

Local Return Guideline Information:

Jurisdiction shall submit a listing of Recreational Transit Services no later than October 15 after the fiscal year. Recreational Transit Service project must meet the following conditions:

- Trips are eligible for travel within a 300 mile radius of the designated point of departure within the Jurisdiction. All eligible trips must be made within California, and eligibility restricts the use to day trips (no overnight trips).
- Trips may be limited to certain general age groups (e.g., children under 18, senior citizens, persons with disabilities), however, trips must be made available to all individuals within that designated group.
- Special events or destinations (e.g., city parks, concerts, special events) may be served, however, all members of the general public including individuals with disabilities must be allowed to use, the service.
- LR funds may not be used to pay the salaries of recreation leaders or escorts involved in recreational transit projects.
- All recreational transit trips must be advertised to the public, such as through newspapers, flyers, posters, and/or websites.

N: When annual audits are performed for the Local Return Program, compliance audits to the above will be conducted for Recreational Transit Services on a random basis. LACMTA advises you to keep all recreational transit information, including dates and destinations, on hand for the audit.

[illegible]

Note: Trading of Measure R LR funds are restricted to other dedicated transportation funds/revenues (except for Proposition C funds which are not allowed)

This Fund Exchange Agreement is made and entered into this _____day of _____, 20__, by and between the City of Surf City, California and the City of Mountain Valley, California with respect to the following facts:

A. The City of Mountain Valley proposes to provide Dial-A-Ride services to its elderly and individuals with disabilities. Approximately 20% of the City population is unable to use the available fixed route service due to frailty or handicap. No door-to-door public transit services are available in the City of Mountain Valley. Adequate Measure R Local Return (LR) funding for such a service is not available given the limited amount of the City of Mountain Valley's Measure R LR allocation and the needs of other priority transit projects in the City.

B. City of Surf City, has uncommitted funding authority for its Fiscal Year 2009-10 allocation of Measure R LR funds which could be made available to the City of Mountain Valley to assist in providing the services discussed in Paragraph A of this Agreement.

C. City of Mountain Valley is willing to exchange its transportation funds, in the amount indicated in Section 1 below in exchange for City of Surf City's uncommitted Measure R LR funds.

D. City of Surf City is willing to exchange its uncommitted Measure R LR funding in the amount indicated in Section 1 below to City of Mountain Valley, for the purpose identified in Paragraph A above, for City of Mountain Valley's transportation funds.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Exchange. City of Surf City shall transfer $100,000 of its Fiscal Year 20__-20__ Measure R LR funds to City of Mountain Valley. In return, City of Mountain Valley shall transfer $50,000 of its transportation funds to City of Surf City.

2. Consideration. City of Surf City shall transfer the Measure R LR funds to City of Mountain Valley in twelve equal installments due the first day of each month (or in one lump sum payment). City of Mountain Valley shall transfer its transportation funds to City of Surf City in twelve equal installments due the first of each month (or in one lump sum payment).

The first installment shall be due and payable upon approval by the Los Angeles County Metropolitan Transportation Authority ("LACMTA") of City of Mountain Valley's Expenditure Plan covering the services discussed in Paragraph A above.

3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.

4. Termination. Termination of this Agreement may be made by either party before the date of approval of the project description covering the funds in question by the LACMTA so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination date.

5. Notices. Notices shall be given pursuant to this agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

a. City Manager
City of Surf City
101 Main Street
Surf City, CA 90000

b. City Manager
City of Mountain Valley
401 Valley Boulevard
Mountain Valley, CA 90000

6. Assurances

A. City of Mountain Valley shall use the assigned Measure R LR funds only for the purpose of providing the services discussed in Paragraph A of this Agreement and within the time limits specified in LACMTA's Measure R LR Program Guidelines.

B. Concurrently with the execution of this Agreement City of Mountain Valley shall provide LACMTA with the Standard Assurances and Understandings Regarding Receipt and Use of Measure R LR funds specified in the Guidelines regarding the use of the assigned Measure R LR funds.

7. This Agreement constitutes the entire understanding between the parties, with respect to the subject matter herein. This Agreement shall not be amended nor any provisions or breach hereof waived, except in writing signed by the parties hereto.

[illegible], the parties hereto have caused this Fund Exchange Agreement to be executed by their respective officers, duly authorized, on the day and year above written.

CITY OF _____	CITY OF _____
BY _____	BY _____
ATTEST:	
_____	_____
City Clerk	City Clerk
Approved as to Form:	Approved as to Form:

Note: Capital Project Definition

A "capital project" is a large, one-time undertaking that results in a major asset with a life of longer than one year and a total expenditure of more that $250,000. Such a project may involve the acquisition, construction, improvement, rehabilitation, renovation, replacement and/or expansion of a major asset (e.g., infrastructure, land, equipment, facilities, etc.)

A capital project also may include activities associated with developing such an undertaking, including: (1) planning (e.g., studies relating to management, operations, capital requirements and economic feasibility); (2) engineering, design and evaluation of alternatives (e.g., preparation of engineering and architectural surveys, plans and specifications, and development of other technical studies: and (3) other similar or related activities prior to and in preparation for the acquisition construction, improvement, rehabilitation, renovation, replacement and/or expansion of a major asset. A capital project is not involved with activities normally associated with the everyday operation and maintenance of a major street.

_____

(Agency)

Measure R Local Return Expenditure Plan (Form One, Part I) - Due August 1st
Fiscal Year 2010

Expenditures	(A) FY 2010 Operations	If Capital is over $250,000, fill out Part II (B) FY 2010 Capital
1 Streets and Roads *a) Street Repair and Maintenance* *b) Capacity Enhancements* *c) Exclusive Bike or Bus Lanes* *d) Roadway safety improvements* *e) ADA Related Street Improvements* *f) Complete Streets* *g)Other*		
Sub-total		
2 Traffic Control Measures *a) Signal Synchronization* *b) Transportation Demand Management (TDM)* *c) Transportation Systems Management (TSM)* *d) Intelligent Transportation System (ITS)* *e) Other*		
Sub-total		
3 Bikeways and Pedestrian Improvements *a) Bike/Pedestrian Facilities, Construction & Maint.* *b) Signage, Information/safety programs* *c) Bike: signal, detection, valet, lane, parking* *d) ADA Impvts, streetscapes, crossings and curb cuts* *e) Bike Sharing* *f) Other*		
Sub-total		
4 Public Transit Services – (Operations) *a) New fixed route, paratransit or Flexible Destination* *b) Extension or augmentation of existing bus route* *c) Contracting out*		

d) Operating subsidy to existing bus operator *e) Service enhancements related to bus/rail interface* *f) Shuttle service between activity centers* *g) Fare subsidy, subsidized taxi service* *h) Taxi coupon programs* *i) ADA related improvements* *j) Transit security* *k) Recreational transit* *l) Other*		
Sub-total		
5 Public Transit Capital *a) Bus Stop, Stations* *b) Vehicles* *c) Transit Facilities* *d) Transportation Enhancements, Park & Ride lots* *e) Right of Way Improvements* *f) Farebox system (TAP, UFS, ITS)* *g) Bus /station amenities* *h) Transportation technical systems* *i) Transit Security* *j) Other*		
Sub-total		
6 Transportation Marketing *a) Transportation Kiosks/transit pass sales centers* *b) Transportation Information amenities* *c)Transportation user subsidy programs* *d) Promotions & events* *e) Other*		
Sub-total		
7 Planning Engineering and/or CMP *a) Start-up cost, dues, advocacy for LR eligible proj.* *b) TDM related activities required by CMP* *c) Other*		
Sub-total		
8 Transportation Administration *a) Fund Administration (20% cap)*		
Sub-total		
9 Local Funding Contributions *a) Measure R Ordinance – "Attachment A" required 3% local funding contribution* *b) Other*		
Sub-total		
Total Expenditures		

_____

(Agency)

Measure R Local Return Capital Projects (Form One, Part II) - Due August 1st
Fiscal Year 2010

		Capital Projects				
Add Rows as necessary		(c)	(d)	(e)	(f)	(g)
	Capital Projects	Total Measure R Funds	Other Fund Source	Total Project Cost	Start Date	Est. Complete Date
1	**Streets And Roads**					
	Sub-total					
2	**Traffic Control Measures**					
	Sub-total					
3	**Bikeways and Pedestrian Improvements**					
	Sub-total					
4	**Public Transit Capital**					
	Sub-total					
5	**Transportation Marketing**					
	Sub-total					
6	**Transportation Administration**					
	Sub-total					
	Total Capital Expenditures					

_____

(Agency)

Measure R Local Return Capital Projects (Form One, Part II) - Due August 1st
Fiscal Year 2010

	Add Rows as necessary Add Columns as necessary (for future fiscal year spending)	Capital Projects				
		(h)	(i)	(j)	(k)	(l)
	Capital Projects	FY10	FY11	FY12	FY13	FY14
1	**Streets And Roads**					
	Sub-total					
2	**Traffic Control Measures**					
	Sub-total					
3	**Bikeways and Pedestrian Improvements**					
	Sub-total					
4	**Public Transit Capital**					
	Sub-total					
5	**Transportation Marketing**					
	Sub-total					
6	**Transportation Administration**					
	Sub-total					
	Total Capital Expenditures					

_____

(Agency)

Measure R Local Return Expenditure Report (Form Two)
Due October 15 (following the conclusion of the Fiscal Year)
Fiscal Year 2010

	2010 Expended
Revenue	
Fund balance, Beginning of the Year	
Local Return Revenue	
Contributions from other Agencies	
Interest and other Income	
Total Funds Available	-
Expenditures	
Fund Balance, End of the Year	
Reserves for out-year Projects	
Unallocated Fund Balance, End of the Year	

Attachments

Assembly Bill 2321	Appendix VI
Measure R Ordinance	Appendix VII
Measure R Ordinance Attachment A	Appendix VIII

Acknowledgements

The Measure R LR Guidelines were made possible through the combined efforts of LACMTA staff and Jurisdiction representatives comprising of the Measure R LR Working Group:

Nalini Ahuja, Susan Richan, Pari Ahmadi, LACMTA
Andrew Brozyna, City of Calabasas
Sumire Gant, City of Long Beach
Alex Gonzalez, City of Covina
Ken Husting, LADOT
Wendell Johnson, City of Lomita
David Kriske, City of Burbank
Jim Lefton, LADOT
Susan Lipman, City of Santa Clarita
Paul Maselbas, LA County
Mohammad Mostahkami, City of South Gate
Nicole Rizzo, City of Lancaster
Joyce Rooney, City of West Hollywood
Fred Zohrehvand, City of Glendale

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: October 17, 2025

CAO File No. 0640-01399-0153
Council File No. 25-1111
Council District: All

To: The Mayor
The City Council

From: Matthew W. Szabo, City Administrative Officer

Reference: City Capital Repair and Infrastructure Projects

Subject: **FISCAL YEAR 2025-26 – FIRST TRANSPORTATION RELATED CONSTRUCTION PROJECTS REPORT ADDENDUM**

SUMMARY

On September 9, 2025, this Office transmitted the First Transportation-related Construction Projects Report (TCPR) for Fiscal Year (FY) 2025-26, which includes recommendations for sufficient cash flow for construction activities, offset funding shortfalls, and authorities needed to complete authorized projects utilizing various capital funds that include: Capital and Technology Improvement Expenditure Program (CTIEP) funds, Municipal Improvement Corporation of Los Angeles (MICLA) financing, various special fund monies, and grant awards. This addendum is needed to address time-sensitive items that was identified subsequent to the release of the First TCPR (C.F. 25-1111).

RECOMMENDATIONS

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

1. Authorize the Controller to transfer and appropriate up to $16,133,150 between accounts, departments and funds as specified in Attachment 1;

2. Authorize the Controller to reduce 2023-24 appropriations to the Reimbursement of General Fund Costs within the Measure R Local Return Fund No. 51Q, Dept. 94, Account No. 94Y299 by $9,833,579;

3. Authorize the Controller to reduce 2021-22 appropriations for Curb Ramps with Signal Construction & Citywide Curb Projects within the CTIEP Fund No. 100, Dept. 54, Account No. 00V815 by $2,833,579;

4. Authorize the Controller to appropriate $2,833,579 from the Cash Balance within the Measure R Local Return Fund No. 51Q, Dept. 94, to a new account entitled Curb Ramps with Signal Construction & Citywide Curb Projects within the same fund;

5. Authorize the Controller to reduce 2025-26 appropriation for Los Angeles River Way San Fernando Valley Completion within the CTIEP Fund No. 100, Dept. 54, Account No. 00CABA

by $7,000,000;

6. Authorize the Controller to appropriate $7,000,000 from the Cash Balance within the Measure R Local Return Fund No. 51Q, Dept. 94, to a new account entitled Los Angeles River Way San Fernando Valley Completion within the same fund;

7. Authorize the Board of Public Works to execute the necessary documentation as required to implement the intent of the transactions; and,

8. Authorize the City Administrative Officer CAO to make technical corrections, as necessary, to the transactions authorized through this report, as required to implement the intent of those transactions.

FISCAL IMPACT STATEMENT

There is no additional General Fund impact for operations and maintenance costs as a result of these recommendations.

FINANCIAL POLICIES STATEMENT

The recommendations stated in this report comply with the City's Financial Policies in that appropriations for funds are limited to available cash balances needed to fund ongoing maintenance, programming, project shortfalls, and critical operational needs in the current budget year.

DISCUSSION

A. Bureau of Engineering - Sheldon Arleta Park Sidewalk Improvement Project
CTIEP – General Fund and SB1
Attachment No. 1
Recommendation No. 1
Council District 6

Appropriations totaling $332,236 from CTIEP and SB1 Road Maintenance & Rehabilitation Fund are recommended for the Sheldon Arleta Park Sidewalk Improvement Project. Of this funding $18,000 will reimburse Department of Transportation's operational account for staffing costs and $314,236 is appropriated to a dedicated project account for construction costs. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an administrative action.*

B. Bureau of Engineering – Destination Crenshaw Project
CTIEP – Various Funds
Attachment No. 1
Recommendation Nos. 1-6
Council District 8

Appropriations totaling $15.8 million from CTIEP, Measure R Local Return, Raise LA Fund, and Engineering Special Services Fund are recommended for construction costs incurred for the Destination Crenshaw Project. The narrative recommendations release prior year appropriation within Measure R Local Return Fund and swap funding sources for eligible projects funded through CTIEP General Fund to Measure R Local Return Fund. The recommendation in the attachment appropriate the cash balance available from the narrative recommendations and from special funds to dedicated project accounts, Council approval is required to reduce appropriations, and appropriate the funds to the dedicated project accounts. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

By: Daisy Bonilla
Sr. Administrative Analyst I

APPROVED:

City Administrative Officer

MWS:DFB:06260029

Attachment

ATTACHMENT 1
FIRST TRANSPORTATION CONSTRUCTION PROJECTS REPORT ADDENDUM
FY 2025-26 BUDGET ADJUSTMENTS
TRANSFERS AND APPROPRIATIONS

06260029

ITEM	DEPARTMENT/PROJECT	TRANSFER FROM FUND/ACCOUNT	AMOUNT	TRANSFER TO FUND/ACCOUNT	AMOUNT
A	**PW: Bureau of Engineering** *Sheldon Arleta Park Sidewalk Improvement Project*	Fund 59V/50, Road Maintenance and Rehabilitation Program Special Fund 50SKZW, Sheldon Arleta Park Sidewalk Improvement - Sheldon St.	$ 18,000.00	Fund 100/94, Department of Transportation 001010, Salaries General	$ 18,000.00
		Fund 100/54, CTIEP 00R651, Sheldon Arleta Park Sidewalk Improvement – Sharp Ave 00YAAB, Sheldon Arleta.	$ 289,871.84 24,363.60 $ 314,235.44	Fund 100/54, CTIEP TBD,Sheldon Arleta Sidewalk Improvement – Wicks Street	$ 314,235.44
			Subtotal $ 332,235.44		Subtotal $ 332,235.44
B	**PW: Bureau of Engineering** *Destination Crenshaw*	Fund 100/54, CTIEP Cash	$ 9,833,579.00	Fund 100/54, CTIEP TBD, Destination Crenshaw Project	$ 9,833,579.00
		Fund 51Q/94, Measure R Local Return Fund Cash	$ 2,988,746.00	Fund 51Q/94, Measure R Local Return Fund TBD, Destination Crenshaw Project	$ 2,988,746.00
		Fund 67H/50, RAISE LA Fund Cash	$ 2,268,430.00	Fund 67H/50, RAISE LA Fund TBD, Destination Crenshaw Project	$ 2,268,430.00
		Fund 682/50, Engineering Special Services Fund RSRC 4903, Interest Income	$ 710,159.00	Fund 682/50, Engineering Special Services Fund TBD, Destination Crenshaw Project	$ 710,159.00
			Subtotal $ 15,800,914.00		Subtotal $ 15,800,914.00
	TOTAL ALL DEPARTMENTS AND FUNDS		**$ 16,133,149.44**		**$ 16,133,149.44**

BOARD OF PUBLIC WORKS
MEMBERS

VAHID KHORSAND
PRESIDENT

JENNY CHAVEZ
VICE PRESIDENT

JOHN GRANT
PRESIDENT PRO TEMPORE

STEVE S. KANG
COMMISSIONER

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COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA

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MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

TJ KNIGHT
ACTING EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278

http://bpw.lacity.org

December 2, 2024

BPW-2024-0673

The Honorable City Council
Room No. 395
City Hall

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

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

1. APPROVE the Third Amended and Restated Agreement with Destination Crenshaw between the City of Los Angeles and Destination Crenshaw (DC). Increasing the funding amount from $49,175,650.00 to $54,941,792.37;

2. AUTHORIZE the President or two members of the Board to execute the Third Amendment to the Amended and Restated Agreement with DC; and

3. AUTHORIZE the City Engineer, or designee, to make any technical or accounting changes as necessary to effectuate the intent of this Third Amendment to the Amended and Restated Agreement with DC.

(W.O. E1908269, C-134516)

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

Sincerely,

TJ Knight

TJ KNIGHT,
Acting Executive Officer, Board of Public Works

TK:lc

ED3 REVIEW REQUESTED

BPW-2024-0673

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

DEC 02 2024

Executive Officer
Board of Public Works

Department of Public Works

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

December 2, 2024
CD No 8

AND REFERRED TO THE MAYOR

AND REFERRED TO THE CITY COUNCIL

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

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

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

1. APPROVE the Third Amended and Restated Agreement with Destination Crenshaw Contract No. C-134516 (Contract) between the City of Los Angeles (City) and Destination Crenshaw (DC). Increasing the funding amount from $49,175,650.00 to $54,941,792.37.

2. AUTHORIZE the President or two members of the Board to execute the Third Amendment to the Amended and Restated Agreement with DC (Transmittal No. 1).

3. AUTHORIZE the City Engineer, or designee, to make any technical or accounting changes as necessary to effectuate the intent of this Third Amendment to the Amended and Restated Agreement with DC.

FISCAL IMPACT

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

TRANSMITTALS

1. Copy of Proposed Third Amended and Restated Agreement

2. Destination Crenshaw / Destination Crenshaw Outdoor Museum Project (Project) Implementation / Fourth Amendment (Council File No. 19-0898-S3).

3. Destination Crenshaw / Destination Crenshaw Outdoor Museum Project (Project) Implementation / First Amended and Restated Agreement (BPW-2023-0711).

4. Destination Crenshaw / Destination Crenshaw Outdoor Museum Project (Project) Implementation / Second Amended and Restated Agreement (Council File No. 19-0898-S4).

5. Fiscal Year 2024-25-Second Transportation Projects Related Construction Projects Report, dated October 21, 2024.

DISCUSSION

Background

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

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

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

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

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

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

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

On June 24, 2024, the Second Amended and Restated Agreement (Transmittal No. 4) included additional funding of $2,650,000, from which $281,350 is allocated to the City for B-permit plan check and inspection costs in service to the Contract. The amended agreement provided DC funding totaling $49,175,650.

To date there have been a total of four Contract Amendments, followed by two Amended and Restated Agreements adopted by the Board. Council District 8 is supportive of the Project and has worked with the City and various government entities to identify all the funding that is granted in this Contract. The Council has instructed the Bureau of Engineering (BOE) to amend the Contract to add additional grants to the Contract.

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

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

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

Amendment

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

Additional Bond Requirement

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

Bureau of Engineering Grant Administration

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

Future Amendments

The LACMTA anticipates transferring two properties to the City. The conditions that LACMTA will pass to the City will pass to DC through a Contract amendment that is not yet before the Board, but is anticipated as forthcoming.

STATUS OF FUNDING

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

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

Table 2 - Funding Sources and Totals						
Budget Fiscal Year	**Source of Funds**	**Fund No.**	**DN[1]**	**AUN[2]**	**Appropriation**	**Available Authority Contract No. 134516**
2022	LA METRO	100	54	00V851	$14,500,000	$14,500,000
2019	State	100	54	00S713	$10,000,000	$ 9,718,650
2022	Additional State	682	50	50RVDU	$ 6,500,000	$ 6,500,000
2019	City	100	56	903	$ 1,500,000	$ 1,500,000
2022	Additional City	209	88	88VAJA	$ 1,000,000	$ 1,000,000
2023	Additional City - ARRA	298	50	50VCPL	$ 307,000	$ 307,000
2023	Additional City	100	54	00Y987	$13,000,000	$13,000,000
2024	City - LADOT	655	94	94WT4G	$ 500,000	$ 500,000
2024	City - BSL	65Q	50	VUBS	$ 150,000	$ 150,000
2024	State - AB1290	682	50	50YVLO	$ 2,000,000	$ 2,000,000
Third Amended and Restated Agreement						
2024	City - General Fund*	100	54	00Y987	$ b140,724.69	$ b140,724.69
2024	City- Gas Tax (State Funding Source)	206	50	TBD	$ 5,209,936.38	$ 5,209,936.38
2024	Special Parking Revenue Fund	363	94	TBD	$ 415,481.30	$ 415,481.30
Total Available for Contract					**$55,223,142.37**	**$54,941,792.37**
Expended and Transferred**		**100**	**54**	**00S713**	**$0.00**	**$ 281,350**
Total						**$55,223,142.37**

* Impact to the General Fund

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

[1]DN = Department No.

[2]AUN = Appropriation Unit No.

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

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

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

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

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

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

(SF AV VCA DW)

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Architectural Division

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

Statement as to funds approved by:

Miguel De La Peña, Director
Office of Accounting
Fund Ref. 100/54/00Y987 /$140,724.69
206/50/TBD/$5,209,936.38
Date: 11/22/2024

11/25/2024

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

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

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

Respectfully submitted,

Ted Allen, PE
City Engineer
Bureau of Engineering

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

City of Los Angeles
Department of Public Works

AGREEMENT NO. C-134516

THIRD AMENDED AND RESTATED AGREEMENT

for the

DESTINATION CRENSHAW PROJECT

Between

CITY OF LOS ANGELES

and

DESTINATION CRENSHAW

TRANSMITTAL NO. 1

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EXHIBIT M	Additional Insurance Requirement for Surety Bond for Performance and Payment (Labor and Materials) Bonds

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on November 25, 2019, the parties entered into an Agreement to memorialize the services of the CONSULTANT; and,

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

WHEREAS, on March 11, 2022, the parties entered into a Supplemental Agreement to continue CONSULTANT's services to March 1, 2026; and,

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

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

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

WHEREAS, CONSULTANT communicated on September 26, 2024 the need for additional funding for construction expenses for which no funding had previously been secured and have been incurred in furtherance of the Destination Crenshaw Project consistent with this Agreement; and,

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

I. INTRODUCTION

§101 Section Headings and Construction of Provisions and Titles Herein

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

§102 Conditions Precedent to Execution of Contract

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

a. CONSULTANT's documentation of its 501(c)(3) status.

b. CONSULTANT's by-laws, and all amendments thereto, as adopted by the CONSULTANT and properly attested, as applicable, which is attached hereto as *Exhibit A - Destination Crenshaw By-Laws*.

c. Acceptable evidence of self-insurance or evidence of insurance, with original signature(s), covering general liability, professional liability, automobile liability, workers compensation, and others as required in *Exhibit B – Insurance Requirements* (Form Gen. 133 and Form Gen. 146) and *§619 Insurance* of this Agreement as submitted to the City. The evidence of insurance will be reviewed and is subject to approval by the City Risk Manager. Hard copies must also be sent to the Department of Public Works.

    1. Throughout the term of this Agreement, the CONSULTANT must submit to the BOE, hard copies of all proofs of insurance or proofs of renewal of insurance that the CONSULTANT has submitted online to the City Risk Manager.

d. An executed Certification Regarding Compliance with the Americans with Disabilities Act (42 U.S.C. 11201 *et seq.*,), and its implementing regulations which is attached hereto as *Exhibit C – Certification of Compliance with Americans with Disabilities Act (ADA)* and which is incorporated herein by this reference

e. Contractor Responsibility Ordinance Compliance Forms – *Exhibit D*

f. Current and valid Business Tax Registration Certificate required by the City's Business Tax Ordinance to do business within the City or evidence of exemption. For the term covered by this agreement, the CONSULTANT shall maintain, or

obtain as necessary, all such Certificate(s) required of it under the Business Tax Ordinance or evidence of exemption and shall not allow any such Certificate or exemption to be revoked or suspended.

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

§103 Contract Administration and Representatives of the Parties

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

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

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

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

B. The representative of the CONSULTANT shall be:

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

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

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

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

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

§104 Service of Notices

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

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

§105 Term of Agreement and Time of Performance

A. Term of Services

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

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

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

B. Performance shall not commence until the CONSULTANT has obtained the City's approval of all insurance as required by the City (see *Exhibit B – Insurance Requirements*, attached thereto and incorporated herein by reference, and *§619 Insurance*) and the City has received the State and LA Metro funds.

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

§106 Scope of Project

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

Specific funding allocations associated with this Scope of Project includes:

- LA Metro Funding ($14,500,000): 100% cost to complete construction of Sankofa Park per B-Permit including General Conditions, Bonds & Insurance, and Contractor's overhead, profit, and fee. Also included are utility relocations, storm drain relocation and any work to energize and required in order to maintain the project (i.e. water). Additionally, $300,000 in funding will be used to fund Perkins & Will construction document fees;

- 2019 State Funding ($9,718,650): 100% decorative concrete pavers installed on both sides of Crenshaw Blvd for the project limits, construction mobilization for the Project, construction administration; project management, deposit on artwork, community engagement. Of the $10,000,000 2019 State Funding, $281,350 will be used to pay the City for plan check and permit fees and $9,718,650 is available for expenditures in this agreement.

- 2019 City Funding ($1,500,000): Design fees.

- 2022 State Funding ($6,500,000) for pocket park construction, public art work, exhibition and wayfinding signage, owner's representation, and community outreach.

- 2022 City Funding ($1,000,000) for public artwork installation.

- 2023 City Funding-ARRA ($307,000)-for design and construction of the parking lot (excluding the bioswale and bioretention

- 2023 City Funding ($13,000,000): for Sankofa park and/or the 1.3 miles of street improvements, to provide additional green space and partial restoration of displaced trees as an equity measure, and as detailed in Department of Cultural Affairs' Schedule 24 Description

- 2024 City Funding- BSL($150,0000): California Public Utilities Commission Local Agency Technical Assistance Grant ($150,0000): for the Bureau of Street Lighting (BSL) – an analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within communities adjacent to the Crenshaw Boulevard Corridor. Work to be completed by Destination Crenshaw subcontractor HR&A

- 2024 City Funding- LADOT ($500,000): for construction of new traffic signals and crosswalks at Southbound Crenshaw Boulevard and Brynhurst Avenue, Northbound Crenshaw Boulevard to Sankofa Park, and Leimert Boulevard to Sankofa Park.

- 2024 City Funding-AB1290 ($2,000,000): for additional traffic control related costs associated with the Major Transit And Transportation Construction Traffic Management Committee (TCTMC) requirements for construction on and near Crenshaw Boulevard. Funding is for additional K-rail, fencing, traffic control plan consulting, traffic control implementation and TCTMC fees.

- 2024 City Funding - ($5,766,142.37) additional City Funding for furtherance of the Scope of Project to be used for construction of public right of way and public property per approved plans and as consistent with any restrictions for this City Funding or components thereof in Sections 107 and 202.

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

§107 Compensation

The total compensation for this Agreement shall not exceed $54,941,792.37 for the scope of the Project. Under no condition shall the liability of the City, LA Metro, and the State exceed the respective amounts in this section. The CONSULTANT, as the Project Manager, should provide a proposed payment schedule (PAYMENT SCHEDULE) based on their baseline, cost-loaded schedule, and deliverables for their project for the City's review and approval. The CONSULTANT will be compensated based on the PAYMENT SCHEDULE, attached hereto as *Exhibit F*.

1. 2019 State ($9,718,650) - Any disbursement of the State Funds shall be subject

to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property, including to front fund expenditures for Sankofa Park construction as set forth under *§401 Allowable and Unallowable Costs and §403 Limitation of Expenditures*;

2. 2019 City ($1,500,000) - Any disbursement of City Funds shall be subject to a determination that such expenditure is consistent with the Project Budget and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property as set forth under *§401 Allowable and Unallowable Costs and §403 Limitation of Expenditures*; and,

3. Los Angeles County Metropolitan Transportation Authority ("LACMTA") ($14,500,000) - The Contractor agrees to comply with or fulfill all of the City's obligations in Sections 5, 7-15, and 17-19 of Contract No. C-138648-Memorandum of Agreement ("Metro Sankofa Park MOA"), attached hereto as new Exhibit H. Contractor agrees that Metro is a third-party beneficiary of the Contract pursuant to Section 22.1 of the Metro Sankofa Park MOA. Any disbursement of the LA Metro Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under *§401 Allowable and Unallowable Costs and §403 Limitation of Expenditures* and allowable costs per Exhibit H.

4. 2022 State ($6,500,000) - Any disbursement of new State Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures and allowable costs per State of California Natural Resources Agency Grant Agreement (attached as Exhibit K). The Contractor agrees to comply with or fulfill all of the City's obligations in State Grant, attached hereto as Exhibit K.

5. 2022 City ($1,000,000) - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures.

6. 2023 City - ARRA ($307,000) - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of the parking lot (excluding the bioswale and bioretention systems in the public parking lot at 54th and Crenshaw Boulevard as set forth by this Amendment 3.

7. 2023 City ($13,000,000) - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE, Charter section 320, and Section 106.

8. California Public Utilities Commission Local Agency Technical Assistance Grant ($150,0000) for the Bureau of Street Lighting (BSL) - an analysis of existing

internet connectivity infrastructure and planning activities for new broadband infrastructure within communities adjacent to the Crenshaw Boulevard Corridor.

9. Additional City Funding ($500,000) - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE.

10. 2024 City Funding AB1290 ($2,000,000) - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE.

11. 2024 City Funding ($5,766,142.37) - Any disbursement of new City Funds shall be subject to determination that Consultant (1) has complied with all security/bond requirements according to Exhibit M; and (2) uses special funds consistent with those requirements and cooperate with any audits related thereto according to but not limited to Section 202 Subsections J-L.

A. The City shall authorize the expenditure of an amount not to exceed $54,941,792.37 in consideration of, and on the condition that the sum be expended in carrying out the purposes set forth in the Scope of Services and for the complete and satisfactory performance of the terms of this Agreement.

B. The City's liability under this Agreement shall only be to the extent of the present City appropriation to fund the contract.

C. The CONSULTANT shall bear the sole responsibility to complete the promised improvements and to provide any additional funds, if necessary, to comply with the CONSULTANT's obligations under this Agreement. It is understood by both parties that the City makes no commitment to increase funding or to approve reductions in the scope of the Project should conditions change which would impair the completion of the Project in its entirety.

D. Ratification Clause: Due to the need for Consultant's services to be provided continuously on an ongoing basis, Consultant may have provided services prior to the execution of this restated Agreement. To the extent that said services were performed in accordance with the terms and conditions of this restated Agreement, those services are hereby ratified, with payments due, if any, following the effective date of this restated Agreement.

II. DUTIES OF CONSULTANT

§201 Duties and Requirements

A. General Statement of Work to be Performed by CONSULTANT

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

develop public spaces including public art, cultural and architectural designs that capture the innovative and trail blazing spirit of Black Los Angeles.

B. General Requirements

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

C. Crenshaw Boulevard Parking Lots and Pocket Parks - LADOT

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

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

2. **PERMITS AND FEES**

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

3. **CONSTRUCTION AND ALTERATIONS**

a. Consultant shall, at its own expense and with the limited City funds (ARRA funds) expressly allowed for the parking lot at 54th and Crenshaw Boulevard, construct the improvements described in and pursuant to the procedures set forth in Exhibit I, scope including the pocket parks, public parking lots, and all related installations at the Properties.
b. ARRA funds allocated to Consultant shall only be used for construction activity for the parking lot at the 54th and Crenshaw Boulevard site and not the pocket park at that location. ARRA funding shall not be used for the bioswale and bioretention systems in the public parking lot at the 54th and Crenshaw Boulevard site because they serve the pocket park's stormwater runoff .
c. Consultant is solely responsible for managing and supervising the construction of the project at the Properties. Consultant shall have control over construction, scheduling, and coordination of all work.
d. Public safety at the Properties shall be maintained by Consultant during working and non-working hours. Consultant shall address all hazards appropriately and render them safe, such as open trenches, stubs, and uneven pavement. All open trenches must be covered during non-working hours. Consultant shall maintain safe pedestrian and vehicular access at all times.
e. No construction activities shall be allowed at the 50th and Crenshaw Boulevard site until a lease agreement for that site has been fully executed by the City and the property site owner.

4. UTILITIES

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

5. MAINTENANCE

a. The bioswale and bioretention systems in the public parking lots are serving the pocket park's stormwater runoff. Consultant shall be responsible for maintaining the bioswale and bioretention system in good working condition. The bioswale at each respective Property shall be serviced by Consultant and maintained every three (3) months by a

qualified vendor, or at more frequent intervals that may be required to maintain good operating function of the systems.

b. Once notified by LADOT of any required repair or maintenance of the bioswale and bioretention system, Consultant shall initiate the repair within seven (7) business days. If LADOT determines that the repairs or maintenance has not been completed past the threshold timeframe, LADOT may repair or maintain the bioswale and retention system, and bill Consultant for the cost of the repair.
c. Consultant shall be responsible for maintaining the pocket parks in a clean, safe, and orderly condition such as sweeping and garbage collection.
d. LADOT shall be responsible for maintaining the public parking lots in a clean, safe, and orderly condition such as sweeping and garbage collection.
e. The provisions of this Subsection 201(C)(5) – Maintenance shall survive the expiration of this Agreement.

6. NOTICES

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

§202 Specific Requirements

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

B. Comply with the requirements delineated for the CONSULTANT in its subcontracts with the Architect for design services and with the General Contractor for construction services. Unless previously approved by the City, the use of standard AIA (American Institute of Architects) Agreement B141 between the Owner and Architect and between the Owner and General Contractor A101, shall be used. Also, the current edition of "Green Book", standard Specifications for Public Works Construction as well as the AIA's "General Conditions of the Contract for Construction," current (2003 or later) edition (AIA Form A 201) shall be cited as part of the contract with the Architect and General Contractor. If the CONSULTANT has already selected and entered into a contract with subcontractors prior to the execution of this Agreement, then the CONSULTANT shall provide a copy of subcontractor contracts to the City upon execution of this Agreement. Upon the execution of this Agreement, all new contracts entered with subcontractors must be approved by the City prior to execution of the subcontractor contract; shall adhere to the terms and conditions set forth in *Section 205 – Subcontracting*, and are superseded by this Agreement in case of conflicting

requirements or obligations. The City shall review any such request for new, or modified subcontracts in a timely manner, and that approval shall not unreasonably be withheld.

C. Submit monthly reports, in an acceptable form by both parties, to the Department of Public Works Bureau of Contract Administration (Attn: Roosevelt Bagby II; Address: 1149 S Broadway, 3rd Floor, Los Angeles, CA 90015) concerning local hiring efforts for the Project. As this is a Public Works project, the CONSULTANT and subconsultants are encouraged to comply with the City's Project Labor Agreement, which promotes workforce development through establishing local hiring and disadvantage worker employment opportunities.

D. Assure that reports, permits, forms, certifications, and other documents required by federal, state, and local requirements be expeditiously submitted to various governing or regulatory bodies to avoid delays in completing the general requirements of this Agreement.

E. Identify and provide corrective action on those issues or barriers that impede or delay the completion of the Project as defined in this Agreement. CONSULTANT shall notify the City, in writing, within 10 working days of discovering those issues or barriers, and provide a corrective action plan of resolution with sub-activities and milestone completion dates.

F. Assure that the Architect and the General Contractor and their respective subcontractors comply with all applicable United States, State of California, County of Los Angeles, and City statutes, rules, regulations, and reporting requirements in the completion of the General Requirements as defined in this Agreement.

G. Designate a person to act as the CONSULTANT's representative prior to the execution of the Architect and General Contractor contracts to carry out the responsibilities of the "Owner" in those contracts.

H. Prepare the proposed plans and specifications so that construction can be completed within the available construction budget and PAYMENT SCHEDULE.

I. Ensure that the General Contractor constructs the Project in conformance with the City's construction standards. The CONSULTANT shall ensure the Project is in full conformance with all applicable local, State, and federal statutes, regulations, and building codes.

J. Obtain and provide evidence of surety bond in Exhibit M for $ 5,209,936.38 as required herein, including as a condition precedent to applicable payment disbursement.

K. Ensure that any funds from a City special fund source and/or funding source with restrictions are utilized for eligible purposes only (including but not limited to use of 2024 City Funding ($5,766,142.37).

1. For the 2024 City Funding ($5,766,142.37), the CONSULTANT shall adhere to and utilize the funds consistent with the applicable legal requirements (State, County of Los Angeles, and/or City requirements for the funds), including but not limited to Exhibit L and as may be subsequently amended, and Article XIX of the California Constitution and California Street and Highway Code section 2101 et seq., all of which are hereby incorporated by reference.

L. Participate in, cooperate with, and facilitate any audits, including financial and compliance audits, and/or mandatory reporting that may be performed by the City and/or by other governmental agencies or their representatives, and as associated with funding and/or use of those funds consistent with subsection K above.

§203 Accounting Services

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

§204 Independent Contractor Status

The CONSULTANT is an independent contractor and not an agent or employee of the City. The CONSULTANT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§205 Subcontracting

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

CONSULTANT'S subcontractors, and nothing herein creates any privity of contract between the CITY and the subcontractors. CONSULTANT shall comply with the following:

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

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

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

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

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

III. DUTIES AND POWERS OF THE CITY

The City represents, warrants, and covenants as follows:

A. That it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;

B. That it has the power and authority to carry on its function as a City, to enter into this Agreement, and to consummate the transaction herein contemplated;

C. That all actions to be taken by or on behalf of the City to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

D. That this Agreement is a valid and binding obligation of the City, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws,

or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

IV. PAYMENT AND FISCAL CONTROLS

§401 Allowable and Unallowable Costs

Allowable Costs

A. To be eligible for payment under this Agreement, expenditures must be made in compliance with all of the principles set forth below:

1. Clearly defined costs for the design, construction or installation of public improvements (including public art) in the public right of way or on publicly owned property;

    a. Clearly defined costs shall specifically identify the public improvement, including details of the location of the improvement;

    b. Should the CONSULTANT propose to use funds under this Agreement for improvements located on privately owned property, the CONSULTANT will be required to obtain approval of the CITY prior to authorizing the use of funds. The CITY will make a determination whether a public benefit is derived from the use of the funds. The CONSULTANT may be required to provide the City with information to assist with the determination.

2. Be necessary and reasonable for the proper and efficient performance of this Agreement. The City shall have final authority to determine in good faith whether an expenditure is "necessary and reasonable." Eligible costs may include, but are not limited to the following:

    a. Public Arts fees, Plan Check fees, Building Permit fees, and construction inspection fees.

    b. Project management costs, including inspection if hired through a documented and competitive process to oversee the design and construction.

3. Conform to the limitations within this Agreement and to any governing statutes, regulations and ordinances including but not limited to the requirements of Section 202, or subsections J-L of Section 202 .

4. Be fully documented and determined to be in accordance with standard accounting procedures.

5. Not to be billed to any other private or government funding source.

6. Costs incurred prior to the date of execution of this Agreement which have been expressly approved by the City, subject to eligibility as set forth in this Agreement.

Unallowable Costs

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

1. Contributions and donations.

2. Travel and entertainment: Costs of travel, amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.

3. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations.

4. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, refinancing of property or of facilities, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, other than those specifically allowed in advance.

5. Membership Expenses: Membership expenses are specifically disallowed.

6. Meeting Attendance: CONSULTANT's staff costs of attending meetings with the City, and/or its consultants, and CONSULTANT's staff and/or subcontractors.

7. Losses: Due to theft, vandalism and/or misconduct of CONSULTANT or subcontractor of any tier.

8. Losses due to delay: Lack of scheduling, coordinating, and monitoring.

9. Subcontracts not approved by the City.

10. Costs incurred prior to the date of execution of this Agreement unless specifically allowed hereunder.

11. Operating license fees.

12. CONSULTANT's program staffing and personnel costs.

13. Non-maintenance equipment costs.

14. Furnishings.

15. Utilities.

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

17. Maintenance or service costs.

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

Reimbursements or payments for expenditures which are determined by the City to be unallowable must be immediately returned to the City. If not returned to the City promptly, City may withhold any unpaid amount from future City's future payment to CONSULTANT.

§402 Disbursement

A. Disbursement

The CONSULTANT shall submit periodic draw requests to BOE in conformance with the PAYMENT SCHEDULE. BOE will oversee construction approvals and approval of draw requests within 10 business days of receipt. CONSULTANT shall promptly provide to the City for approval, any and all modifications or changes to the PAYMENT SCHEDULE. The disbursements shall cover expenses that are eligible and relate directly to the scope and intent of the project elements that will be in the public right-of-way or in other public property, in conformance with the PAYMENT SCHEDULE.

All payments shall be subject to withholding of retention as shown on the PAYMENT SCHEDULE. The method of payment will be as follows:

1. Initial Payment - The City shall issue the first initial payment to the Consultant upon execution of the Agreement and in conformance with the PAYMENT SCHEDULE as set forth in *Exhibit F*, subject to receipt of funds from the State and LA Metro and a written drawdown request (invoice) from CONSULTANT that includes evidence of the following:

    a. Fulfillment of bond requirements established by the City. All bonds shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code Sections 11.47 *et seq.*, as amended from time to time;
    b. Evidence of compliance with insurance requirements established by the City Administrative Officer; and,
    c. Evidence of an active Business Tax Registration Certificate (BTRC) for CONSULTANT and the prime contractor hired by CONSULTANT, and,
    d. Fulfilment of standard contracting provisions as set forth in Article 6 - General Terms and Conditions and Standard Contracting Provisions.

2. Periodic Payments - The CONSULTANT shall submit invoices, along with progress

reports, and updated PAYMENT SCHEDULES for City's approval. Such progress report should include the scope of work that was completed since the last disbursement, project delivery schedule, the use of the funds that was previously released including supporting documents, and the requested amount that will be required for the next disbursement. Should CONSULTANT fail to provide the required documents as set forth in this provision or the project has been delayed such that the disbursements will not be needed until a future date, the City may either withhold or reduce the payments to the CONSULTANT. The City shall notify the CONSULTANT within ten (10) business days of receipt if it will either withhold or reduce the payments. If the City does not notify CONSULTANT within ten (10) business days of receipt, then the entire invoice amount shall be eligible for payment, subject to receipt of funds from the State and LA Metro.

3. Payment Retention - All disbursements shall be subject to withholding of a retention as shown on the PAYMENT SCHEDULE until the CONSULTANT provides documentation to City showing that the Project has been completed to the City's satisfaction and upon meeting the following conditions:

    a. Payment of B-Permit fees;
    b. Submission of signed released forms from each artist involved, which will provide evidence that each artist has received full and fair compensation for the work and releases the City, LA Metro, the State, and Destination Crenshaw from any and all future liability (*Exhibit G*);
    c. Submittal of Professional Accountant certified and RMS certified proof of payments, including supporting backup documentation, for all project related costs;
    d. Submission of a Maintenance Plan for the improvements in the public right-of-way; and provide bi-weekly updates on Maintenance Plan status,
    e. Upon verification by BOE of the following:
        i. That all employees of the prime contractor and all subcontractors were paid appropriately (i.e. prevailing wage, living wage and/or minimum wage);
        ii. The number of employees (i.e. prime contractor, all subcontractors, artists and Destination Crenshaw staff) working on the Project that reside locally; and,
        iii. Final close-out fiscal report as required by the City within forty-five (45) days of completion of the Project. The report should include the following:
            - Evidence from the applicable governmental agencies that the work was performed per required codes such as Notice of Completion, Certificate of Occupancy or Certificate of Completion, as appropriate, etc.;
            - A statement that the contracted work has been completed generally in accordance with the plans and specifications previously approved by the Department of Public Works and Building and Safety; and,
            - A statement indicating the use of the funds and final close-out fiscal report showing final expenditures, including supporting documents certified by professional accounting firm, RMS and Destination Crenshaw.

B. Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be required by CITY to establish the amount of such invoices for allowable expenses. To expedite the approval process, the CONSULTANT is encouraged to submit draft invoices for review before submitting a final invoice.The submittal shall be certified by licensed accounting firm, RMS and Destination Crenshaw.

C. During the term of the construction agreement, the CONSULTANT, with the cooperation of the General Contractor, shall, within five (5) working days after the close of the work week, submit to the City, all certifications, weekly payroll forms, employment utilization forms, code inspection reports, sign-offs, and other related documents that are required by the City. It is understood that failure to adhere to the reporting requirements may delay release of construction funds.

§403 Limitation of Expenditures

A. The CONSULTANT shall not expend funds provided under this Agreement prior to the commencement of this Agreement unless specifically allowed hereunder, or subsequent to suspension or termination of this Agreement.

B. Expenditure shall be made in conformance with the PAYMENT SCHEDULE, and shall meet criteria established for "allowable costs" under §401 of this Agreement.

C. Expenditures shall be in direct support of the Project that is the subject of this Agreement. Expenditures for improvements that are on private property (such as facade improvements) shall require one of the following:

   a. A finding of public benefit approved by the City Council prior to the expenditure of any funds on private property; and/or,
   b. A comparable financial benefit provided to the City for any expenditure of funds. This benefit shall be confirmed in writing by BOE following consultation with the City Attorney prior to commitment to fund improvements on private property.

D. Any payment of funds shall be used exclusively for the activities set forth under this Agreement and shall not be commingled with other funds from other sources administered by the CONSULTANT.

§404 Return of Unexpended Funds and Close-outs

A. Funds granted by the City, determined by the City to be in excess of the amount actually required, shall be immediately returned to the City. If not returned to the City promptly, City may withhold any unpaid amount from future City's future payment to CONSULTANT.

B. On or before the date specified in §*105 Time of Performance* of this Agreement, the CONSULTANT shall submit to the City, a complete and accurate final close-out invoice of costs eligible for payment under this Agreement certified by professional accounting firm, RMS, Destination Crenshaw. Failure by the CONSULTANT to

comply with this requirement may result in a unilateral close-out of this Agreement by the City, based on previous invoices filed with the City, and/or the imposition of sanctions as specified in *Article V - Remedies* of this Agreement.

§405 Schedule of Payments

The CONSULTANT, upon submittal of an acceptable invoice and required documents as set forth under the Disbursement section of *§402 Deposit and Disbursement*, shall be paid or reimbursed based upon the PAYMENT SCHEDULE as specified in *Exhibit F* or as amended by the City.

The CONSULTANT shall require the General Contractor to submit to the CONSULTANT, the Architect, and the City a Proposed Construction PAYMENT SCHEDULE and updated PAYMENT SCHEDULEs as described in *§608 Construction Subcontracts*.

§406 Withheld Payments

A. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questionable expenditures or indebtedness to the City arising from past or present agreements between the City and the CONSULTANT. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

B. Payments to the CONSULTANT may be withheld by the City if the CONSULTANT fails to comply with the provisions of this Agreement.

§407 Audits and Inspections

At any time during normal business hours and as often as the City, State, or LA Metro may deem necessary, the CONSULTANT shall make available for examination and audit, all of its records that support all matters covered by the Agreement. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

§408 Documentation of Construction Expenditures

Construction expenditures shall be supported and verified by properly executed General Contractor and subcontractors' payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders or other accounting documents shall be clearly identified and readily accessible. The City may require additional substantiation of costs before making payment. All evidence of costs incurred or to be incurred shall identify or bear identification of the budget account to be charged.

§409 Maintenance of Records

A. Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of three (3) years, or as may otherwise be required due to the funding source used and/or as consistent with any regulations, statutes, or related guidelines, with the following qualifications:

    1. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

    2. When records are requested and transferred to be maintained by the City, the 3-year retention requirement is not applicable to the CONSULTANT.

B. The retention period starts from the date of the submission of the final expenditure report.

C. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless written authorization to remove them is granted by the City.

D. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

§410 Reporting Requirement

A. At a minimum quarterly, and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information in both paper documents and electronic files, as the City may request pertaining to matters covered by this Agreement.

B. For any exceptions to the provision of this Section, the CONSULTANT shall have obtained written approval from the City.

C. If the CONSULTANT's reports or other documentation are not submitted as required, the City reserves the right to withhold payments to the CONSULTANT or to impose other sanctions, at the City's sole discretion.

§411 Validity of Financial Documentation Submission

Financial reports required to be prepared and submitted by the CONSULTANT to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the CONSULTANT secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the CONSULTANT

and are not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to between the CONSULTANT and the City in a written agreement.

V. REMEDIES

§501 Breach

A. In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representations made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that it in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

B. The CONSULTANT's full compliance with the terms of this Agreement will have significant benefits to the City, and to the property and quality of life therein, through the preservation, provision, and protection of open spaces, park, community gathering areas for all residents, public art, and the planting of trees. Because such benefits exceed, to an immeasurable and unascertainable extent, the amount of public monies that the City furnishes under the provisions of this Agreement, the CONSULTANT agrees that payment by the CONSULTANT to the City of an amount equal to the amount of the monies disbursed under this Agreement by the City would be inadequate compensation to the City for any breach by the CONSULTANT of this Agreement. The CONSULTANT further agrees, therefore, that the appropriate remedy in the event of a breach by the CONSULTANT of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the City. Nothing in this Section shall limit in any way the City's legal or equitable remedies under this Agreement.

§502 Defaults

A. Should the CONSULTANT fail for any reason(s) to comply with the contractual obligations of this Agreement, the City reserves the right to exercise any of the following remedies:

1. Reduce the total budget and funding to conform to the CONSULTANT's actual performance.

2. Suspend project operations in accordance with *§504 Suspension* of the Agreement.

3. Terminate the Agreement in accordance with *§505 Termination* of this Agreement.

4. Recover spent funds.

5. Assume the management of activities covered under this Agreement, either directly or by contract.

B. The City shall provide written notice of default to the CONSULTANT as provided in this Agreement and the CONSULTANT shall have fifteen (15) calendar days to cure the default. In the event the CONSULTANT fails to cure the default within fifteen (15) calendar days, City may avail itself of all right or remedies available at law or equity, including but not limited to those referred to in this Agreement. In the event the CONSULTANT commences to cure default which reasonably requires more than fifteen (15) days to cure and the CONSULTANT diligently pursues curing the default, the CONSULTANT will not be held in default so long as the CONSULTANT is diligently pursuing their actions to cure and completing the cure in a reasonable time period.

§503 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the CONSULTANT shall immediately notify all affected employees and participants and shall notify in writing all other parties contracted under the terms of this Agreement within five (5) working days.

§504 Suspension

A. The City may suspend all or part of the project operations for failure of the CONSULTANT to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

B. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

C. Within five (5) working days, the CONSULTANT shall reply in writing setting forth the corrective actions which will be undertaken, subject to written approval.

D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the CONSULTANT is not fully insured in compliance with *§619 Insurance* of this Agreement. Performance shall not resume without the prior written approval of the City.

§505 Termination

A. The parties agree that at any time during the term of this Agreement, the City may terminate this Agreement or any part thereof for material breach as specified in *§501 Breach* of this Agreement, or as specified in *§502 Defaults* of this Agreement, for uncured default upon giving the CONSULTANT written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. In the event that the CONSULTANT ceases to operate (i.e., dissolution of business

entity status, declaration of bankruptcy, etc.), the CONSULTANT shall provide to the City copies of all records relating to this Agreement.

C. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the CONSULTANT for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

D. The City may withhold any payment due to the CONSULTANT until such time as the exact amount of damages due to the City from the CONSULTANT is determined.

VI. GENERAL TERMS AND CONDITIONS AND CONTRACTING PROVISIONS

§601 General

The following specifically identified General Terms and Conditions, Conditions Precedent to Execution of the Contract, Requirements, Exhibits and Attachments, shall hereby be incorporated herein by reference, and the termination date of such specifically referenced items, and/or the date to which the requested items must remain in compliance with the terms of the referenced Agreement, for the sole purpose of this Agreement, shall be coterminous with the termination date of this Agreement, and any such amendments to extend the termination date as might be executed by the City and the CONSULTANT.

All items listed in *§102 Conditions Precedent to Execution of Contract* shall be kept current, and the City shall be notified of, or provided with, in accordance with the reporting requirement identified in *§104 Contract Administration and Representative of the Parties* herein, any changes to, updates of or non-compliance with, any below listed item.

§602 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the CONSULTANT. The word "CONSULTANT" includes the party or parties identified in this Agreement. The singular shall include the plural and if there is more than one CONSULTANT, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§603 Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding

health and safety, labor and employment, wage and hours and licensing. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONSULTANT shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Agreement with no additional compensation paid to the CONSULTANT.

In any action arising out of this Agreement, the CONSULTANT consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

§604 Competitive Proposal Requirement

A. Upon the execution of Agreement, any new subcontracts entered into by the CONSULTANT exceeding the amount of One Hundred Thousand Dollars ($100,000) shall be let only by competitive proposals, except where using a sole supplier of services or materials, which is justified and approved in advance by the City. The CONSULTANT shall submit to the City evidence that it has received a minimum of three (3) verifiable proposals for such subcontract and justification for selection of the successful proposer or documentation to support the fact of the sole supplier. Consideration shall be given to local proposers and/or proposers with a demonstrated record of hiring local workers. Records shall be maintained by the CONSULTANT showing the successful proposer or documentation to support the fact of the sole supplier. Records shall be maintained by the CONSULTANT showing the parties solicited and the proposals submitted.

B. This section shall not apply to any subcontracts entered into with Artist(s) for artwork. Any subcontracts entered into with Artist(s) by the CONSULTANT shall comply with the bidding process set forth by the Department of Cultural Affairs.

§605 Compliance with Prevailing Wages Laws

The CONSULTANT warrants and certifies that in the performance of this Agreement, it shall comply and cause its contractors and subcontractors to comply with City and state laws related to the payment of prevailing wages for public works projects. Information concerning prevailing wages can be obtained from the Department of Public Works, Bureau of Engineering, (213) 847-6480. Monitoring of prevailing wages compliance will be conducted by BOE or the Bureau of Contract Administration's Office of Contract Compliance and shall be charged to the CONSULTANT at the rate set by the Bureau of Contract Administration. This charge shall be considered an allowable cost under this Agreement.

The provisions of the Labor Code of the State of California related to Public Works wages require the CONSULTANT to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the Agreement and to post a copy of the "General Prevailing Wage Rates" at the job site, at a conspicuous space available to all employees

and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California (DIR). Copies of those rates are on file in the Office of Contract Compliance, Bureau of Contract Administration, telephone (213) 473-2168.

Information regarding prevailing wage rates may be obtained from the Office of Policy, Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 703-4774, Fax (415) 703-4771.

§606 Compliance with Statutes and Resolutions

A. The CONSULTANT warrants and certifies that in the performance of this Agreement, it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County and the City of Los Angeles, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment; the City's anti-discrimination provisions and Affirmative Action Plan; and abatement of Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP), including insuring that all personnel involved in the abatement or removal process of all ACMs and LBP will wear the necessary, legally-required protective clothing and respiratory gear and that the work done by properly licensed personnel. If during the course of this Agreement, the City receives or promulgates new or revised laws, regulations and/or procedures that apply to the performance of this Agreement, such data shall be submitted to the CONSULTANT for compliance thereto. These conditions shall be made an integral part of any subsequent amendment arising out of new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

B. Applicable statutes, rules, or regulations may include, but are not limited to, the following:

1. Clean Air Act, as amended (42 USC 1857, *et seq.*);
2. Federal Pollution Control Act, as amended (33 USC 1251, *et seq.*);
3. Title VI of the Civil Rights Act of 1964, (42 USC 2000d), and implementing regulations;
4. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 USC 2000e), and implementing regulations;
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (29 USC 794), and implementing regulations issued at 45 CFR, Part 84;
6. The Americans with Disabilities Act (ADA), PL 101-336 and all applicable regulations;
7. The Age Discrimination Act of 1975, as amended, (42 USC 6101, *et. seq.*) implementing regulations;
8. City of Los Angeles Worker Retention and Living Wage Ordinance. Section 10.36 *et seq.*, and Section 10.37 *et seq.*, of the Los Angeles Administrative Code (LAAC).

9. City of Los Angeles Equal Benefits Ordinance. Section 10.8.2.1 *et seq.*, of the Los Angeles Administrative Code.
10. City of Los Angeles First Source Hiring Ordinance. Section 10.44 *et seq.*, of the Los Angeles Administrative Code
11. City of Los Angeles Contractor Responsibility Ordinance. Section 10.40 *et seq.*, of the Los Angeles Administrative Code
12. City of Los Angeles Slavery Disclosure Ordinance. Section 10.41 of the Los Angeles Administrative Code.
13. Iran Contracting Act of 2010 Compliance Affidavit.
14. City Contractors' Use of Criminal History for Consideration of Employment Applications.
15. Disclosure of Border Wall Contracting.
16. Disclosure of Contracts and Sponsorship of the National Rifle Association.

§607 Conflict of Interest

A. The CONSULTANT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the contractor or subcontractor; or where the selection of contractors or subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

   1. A member of such person's immediate family, or partner, or organization has a financial interest in the subcontract;

   2. The subcontractor is an entity or someone with whom such person has or is negotiating any prospective employment; or

   3. The participation of such persons would be prohibited by the California Political Reform Act, California Government Code Section 87100 *et seq.* If such person were a public officer, because such person would have a "financial or other interests" in the subcontract.

B. Definitions

   1. The term "immediate family" includes but is not limited to those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, son-in-law, and daughter-in-law.

   2. The term "financial or other interest" includes but is not limited to:

      a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of

future employment, a profit, or any other form of financial reward.

b. Any of the following interest in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity or membership on the board of director or governing body.

C. The CONSULTANT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from an actual or potential subcontractor, supplier, a party to a sub-agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The CONSULTANT shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the CONSULTANT.

E. Prior to obtaining the City's approval of any subcontract, the CONSULTANT shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the CONSULTANT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles and State of California regulations regarding conflict of interest.

G. The CONSULTANT warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

H. The CONSULTANT covenants that no member, officer or employee of the CONSULTANT shall have any interest, direct or indirect, in any contract or subcontract of the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The CONSULTANT shall incorporate the foregoing Subsections of this Section into every agreement that it enters into in connection with this Project and shall substitute the term "subcontractor" for the term "CONTRACTOR" or "CONSULTANT."

§608 Construction Subcontracts

A. If the CONSULTANT has already selected and entered into a contract with a construction subcontractor to assist in the performance of this Agreement prior to the execution of this Agreement, then the CONSULTANT shall obtain City's written approval within 10 business days from the date of execution of this Agreement.

B. Applicable labor standard provisions including assurances that the construction subcontractor shall pay all his/her employees based upon prevailing wages and the General Conditions shall be a part of all construction subcontracts awarded pursuant to this Agreement.

C. The construction subcontract shall require the construction subcontractor to comply with the provisions under *§202 Specific Requirements of the CONSULTANT.*

D. Upon award of the construction subcontract, the construction subcontractor shall develop and submit to the CONSULTANT, the Architect, and the City a Proposed PAYMENT SCHEDULE of Work for approval before starting the construction work. The Proposed PAYMENT SCHEDULE of Work shall describe in details the sequence of the construction activities, the dates, the locations, trades and number of workers, materials to be placed, and types of equipment to be used to complete the contract in the form of tabulations or scheduling charts.

E. If the construction subcontractor desires to make a major change in the PAYMENT SCHEDULE after commencing, or if the PAYMENT SCHEDULE fails to reflect the actual progress, the construction subcontractor shall submit to the CONSULTANT, the Architect, and the City a revised PAYMENT SCHEDULE in advance of beginning revised operations.

§609 Subconsultant/subcontractor Services

For any new subcontracts entered into after the execution of this Agreement, the CONSULTANT shall submit to the City the following items:

1. The solicitation for proposals, if required pursuant to Section 604 (or sole source justification).

2. The list of persons or firms to which the solicitation announcement was sent if required pursuant to Section 604.

3. A minimum of three proposals (if required pursuant to Section 604).

4. Specific reasons for the selection of the prospective subcontractor. A resume or job application which fully describes the subcontractor's previous experience, particularly as it relates to the services to be performed under the subcontract.

5. The proposed subcontract which includes the following:

    a. Full description of the work activities that will be performed by the subcontractor.
    b. The length of time the subcontractor will be retained.
    c. The fee to be paid to the subcontractor indicating whether an hourly, rate, weekly rate, or job completion date is to be the basis for payment.

§610 Consultant Personnel

A. The CONSULTANT shall employ persons meeting the qualifications for those positions they hold.

B. The CONSULTANT shall not use funds provided under this Agreement to pay salaries of its own employees. Notwithstanding the foregoing, with prior written approval from the City, the CONSULTANT may use funds provided under this Agreement to pay for labor costs for the CONSULTANT's own employees that perform maintenance design or construction services specifically for the Project.

C. Deviation of the foregoing limitations shall require written City approval before becoming effective.

§611 Cost-Plus-a-Percentage-of-Cost-Subcontracting

Under no circumstances shall the CONSULTANT enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

§612 Effect of Legal Judgment

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, conditions or provision herein contained.

§613 Claims for Labor and Materials

CONSULTANT shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by CONSULTANT hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Agreement.

§614 Indemnification

Except for the active negligence or willful misconduct of the City, State, LA Metro, or any of their boards, officers, agents, employees, assigns and successors in interest, the CONSULTANT shall defend, indemnify and hold harmless the City, State, LA Metro, and any of their boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, State, LA Metro, including but not limited to, costs of experts and consultants), damages or liability of any

nature whatsoever, for death or injury to any person, including the CONSULTANT's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONSULTANT, subcontractors of any tier, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City, State, and LA Metro provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

§615 Intellectual Property Indemnification

The CONSULTANT, at its own expense, shall defend, indemnify, and hold harmless the City, State, and LA Metro and any of their boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, State, and LA Metro including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONSULTANT, or its Subcontractors, in performing the work under this Agreement; or (2) as a result of the City's actual or intended use of any Work Product (as defined in *§618 Ownership and License*) furnished by the CONSULTANT, or its subcontractors of any tier, under this Agreement. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

§616 Intellectual Property Warranty

The CONSULTANT represents and warrants that its performance of all obligations under this Agreement does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

§617 Ownership and License

Unless otherwise provided for herein and except for any architectural works associated with the Project, all finished and unfinished artworks, tangible or not, created under this Agreement (each a "Work Product"; collectively "Work Products") are covered under a separate contract between the CONSULTANT and the Artist. That separate contract includes provisions regarding goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products.

CONSULTANT shall comply with the Revocable Permit Conditions for the Project and bear any costs in order to comply. In the event that artwork is removed or damaged in the public right of way, CONSULTANT shall maintain or repair the artwork at no cost to the City. If CONSULTANT chooses to remove physical artwork (i.e. exhibit or sculpture), then the structure shall be removed and the right-of-way restored as per instructions included in the Revocable Permit. CONSULTANT shall provide the City at least 60 days notice prior to removal of any physical artwork associated with the Project.

While any artwork is installed in the public right of way or on other public property, the City shall have a non-exclusive license to reproduce the artwork for any noncommercial use.

§618 Data Protection

A. The CONSULTANT shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Agreement, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). The CONSULTANT shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the CONSULTANT's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONSULTANT shall begin remediation immediately. The CONSULTANT shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the CONSULTANT until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The CONSULTANT shall cooperate fully with the City, its agents and law enforcement.

B. If the City is subject to liability for any Data Breach or Security Incident, then the CONSULTANT shall fully indemnify and hold harmless the City, State, and LA Metro and defend against any resulting actions.

§619 Insurance

During the term of this Agreement and without limiting the CONSULTANT's obligation to indemnify, hold harmless and defend the City, State, and LA Metro, the CONSULTANT shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (*Exhibit B – Insurance Requirements* attached hereto). The insurance must: (1) conform to the City's

requirements; (2) comply with the Insurance Contractual Requirements (*Exhibit B* attached hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONSULTANT shall comply with all Insurance Contractual Requirements shown on *Exhibit B* hereto and made a part of this Agreement. The provisions of this Section 619 shall survive the expiration of this Agreement with regard to matters relating to Section 201(C) - Crenshaw Boulevard Parking Lots and Pocket Parks.

§620 Limitations of Corporate Acts

The CONSULTANT shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under *§106 Compensation* herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing. The CONSULTANT shall notify the City immediately in writing of any change in the CONSULTANT's organizational name.

§621 Limitations of Expenditures

A. The CONSULTANT shall not expend funds provided under this Agreement prior to the commencement of this Agreement, during suspension or subsequent to termination of this Agreement.

B. Expenditures shall be made in conformance with the City approved PAYMENT SCHEDULE, and shall meet criteria established for allowable costs under *§401 Allowable and Unallowable Costs* of this Agreement.

§622 Lobbying Prohibited

A. None of the funds provided under this Agreement shall be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

B. The CONSULTANT and its subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any disclosure form previously filed by the CONSULTANT.

§623 Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Agreement is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 *et seq.*, as amended from time to time.

A. The CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, The CONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Affirmative Action Program" provisions of this Agreement.

Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§624 Participation of Minority, Women and Other Business Enterprises

To the fullest extent possible in the administration of this Agreement, CONSULTANT agrees to provide opportunities for minority owned, women and other businesses enterprises to participate in procurements under this Agreement.

§625 Permits

The CONSULTANT and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the CONSULTANT's performance of this Agreement and shall pay any fees required therefore. The CONSULTANT shall immediately notify within two (2) business days, the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONSULTANT's performance of this Agreement.

§626 Los Angeles City Business Tax Registration Certificate Required

For the duration of this Agreement, the CONSULTANT shall maintain valid Business Tax Registration Certificate(s) as required by the City's Business Tax Ordinance, Section 21.00 *et seq.*, of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

§627 Political Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

§628 Assignment and Delegation

The CONSULTANT may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights under this Agreement, including the right to payment; or,
B. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

§629 Prohibition of Legal Procedures

The CONSULTANT is prohibited from using the funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against the City or their official representatives.

§630 Public Information

In all communications with the press, television, radio or any other means of communicating with the general community as deemed appropriate by Destination Crenshaw, the Agreement shall make specific reference to the City of Los Angeles, LA Metro, and State as a/the sponsoring agency of the Project.

§631 Restriction on Disbursements

No money received pursuant to this Agreement by the CONSULTANT shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable General Contract Conditions as set forth in *Part VI GENERAL TERMS AND CONDITIONS* of the Agreement and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

§632 Confidentiality

All documents, information and materials provided to the CONSULTANT by the City or developed by the CONSULTANT pursuant to this Agreement (collectively "Confidential Information") are confidential. The CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The CONSULTANT shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Agreement.

§633 Subcontracts

A. For the purpose of this Agreement, subcontracts shall include, but not be limited to, third party agreements, consultant services subcontracts, and subcontracts.

B. Subcontracts entered into in the performance of this Agreement shall:

1. Be subject to the terms and conditions set forth in this Agreement. City may

require incorporation of the applicable provisions in a written agreement. These provisions include, but are not limited to the following

a. §623 Mandatory Provisions Pertaining to Non-Discrimination in Employment
b. §640 Child Support Assignment Orders
c. §641 Living Wage Ordinance
d. §642 Worker Retention Ordinance
e. §644 Contractor Responsibility Ordinance
f. §645 Iran Contracting Act of 2010
g. §653 Consultant's Use of Criminal History for Consideration of Employment Applications

2. Specifically prohibit assignment or transfer of interest without prior written approval by the City.

3. Specifically provide proof, when applicable, of the appropriate permits and/or business licenses.

C. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City prior to payment.

§634 Amendments

A. Either party may request an amendment to this Agreement. Amendments to this Agreement must be mutually agreed in writing and properly executed by both the City and the CONSULTANT.

§635 Waivers

A. Waivers of any provision of this Agreement must be in writing and signed by the appropriate authorities of the City or the CONSULTANT.

B. A waiver of a default of any part, term or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

§636 Complete Agreement

This Agreement and the exhibits incorporated herein by reference contain the full and complete agreement between the two parties. No verbal Agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§637 Number of Originals and Exhibits and Counterparts

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

§638 Severability

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

§639 Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Agreement, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONSULTANT and Subcontractor, and without any fault or negligence of either of them. In such case, the CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONSULTANT to perform timely. As used in this Agreement, the term "Subcontractor" means a subcontractor at any tier.

In the event the CONSULTANT's delay or failure to perform arises out of a Force Majeure Event, the CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

§640 Child Support Assignment Orders

The CONSULTANT shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONSULTANT shall fully comply with all applicable State and Federal

employment reporting requirements. Failure of the CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONSULTANT to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this Agreement. Failure of the CONSULTANT or principal owner to cure the default within 90 days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§641 Living Wage Ordinance

The CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. The CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§642 Worker Retention Ordinance

CONSULTANT shall comply with the Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Agreement must include an identical provision.

§643 Access and Accommodations

The CONSULTANT represents and certifies that:

A. The CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. The CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to City-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

The CONSULTANT understands that the City is relying upon these certifications and representations as a condition to funding this Agreement. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§644 Contractor Responsibility Ordinance

The CONSULTANT shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

§645 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the City for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

§646 Warranty and Responsibility of Consultant

The CONSULTANT warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONSULTANT's or its subcontractors' profession, doing the same or similar work under the same or similar circumstances.

§647 Slavery Disclosure Ordinance

The CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§648 Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Agreement is valued at $100,000 or more and requires approval by an elected City office, the CONSULTANT, CONSULTANT's principals defined in LAMC 49.7.35, and CONSULTANT's Subcontractors expected to receive at least $100,000 for performance under the Agreement, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Agreement and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after this Agreement is signed. Additionally, a CONSULTANT subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Agreement:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

§649 Limitation of City's Obligation to Make Payment to Consultant

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the CONSULTANT unless the City has received State or LA Metro funds from equal to or in excess of its obligation to make any payments as provided in this Agreement. The CONSULTANT agrees that any services provided by the CONSULTANT, purchases made by the CONSULTANT or expenses incurred by the CONSULTANT in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The CONSULTANT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

§650 Compliance with Identity Theft Laws and Payment Card Data Security Standards

The CONSULTANT shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. The CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

§651 Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONSULTANT shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the City. The CONSULTANT is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at the CONSULTANT's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§652 Possessory Interests Tax

Rights granted to the CONSULTANT by the City may create a possessory interest. The CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONSULTANT shall pay the property tax. The CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§653 City Contractors Use of Criminal History for Consideration of Employment Applications

CONSULTANT shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

§654 Disclosure of Border Wall Contracting Ordinance

CONSULTANT shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Agreement at any time if City determines that CONSULTANT failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

§656 First Source Hiring Ordinance

CONSULTANT shall comply with the First Source Hiring Ordinance, Los Angeles Administrative Code Section 10.44 et seq., as amended from time to time. Any subcontract

entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

[Signature page follows.]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____

Ted Allen
City Engineer
Crenshaw

Date: _____

DESTINATION CRENSHAW

By: _____

Jason W. Foster
Destination

Date: _____

By: _____
Vahid Khorsand
President, Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
ADENA M. HOPENSTAND
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number _____
Internal Revenue Service Taxpayer Identification Number _____
Agreement Number C-134516

EXHIBIT A

DESTINATION CRENSHAW

A CALIFORNIA PUBLIC BENEFIT CORPORATION

BY-LAWS

Article I
NAME AND LOCATION

Section 1. Name. The name of this organization shall be the Destination Crenshaw (hereinafter "the corporation"), a nonprofit corporation incorporated in the state of California.

Section 2. Location. Offices of the corporation shall be located in Los Angeles County, California, and in such other localities as may be determined by the Board of Directors.

Section 3. Registered Office. The corporation shall have and continuously maintain, in the State of California, a registered office and a registered agent whose office is located in such registered office. The registered office may be, but need not be, located in the principal office of the corporation. The address of the registered office may from time to time be changed by the Board of Directors.

Article II
PURPOSES

Section 1. Purposes. The corporation is established to improve the quality of life and revitalize South Los Angeles through arts and culture.

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation law for charitable purposes.

Section 2. Restrictions on Activities. The corporation shall operate under the following restrictions:

(a) The corporation shall conduct all its activities within the restrictions established by Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations relating thereto as issued by the Department of the Treasury.

(b) No part of the net earnings or assets of the corporation shall inure to the benefit of any director, officer, member, or other private individual or corporation established for profit.

(c) The corporation shall not engage in any prohibited political activity.

Article III
CORPORATION WITHOUT MEMBERS

This corporation shall have no voting members within the meaning of the California Nonprofit Corporation Law. The corporation's board of directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the board finds appropriate.

The corporation may from time to time use the term "members" to refer to persons associated with it, but such persons shall not be members within the meaning of Section 5056 of the California Corporations Code.

Article IV
BOARD OF DIRECTORS

Section 1. Authority and Responsibility. The governing body of the corporation shall be the Board of Directors. The Board of Directors shall have supervision, control, and direction of the affairs of the corporation; shall actively pursue the corporation's purposes and shall supervise the disbursement of the corporation's funds. The Board may adopt such rules and regulations for the conduct of its business as shall be deemed advisable, and may, in the execution of the powers granted, delegate certain of its authority and responsibility to one or more committees.

Section 2. Number and Tenure of Office. (a) The Board of Directors shall consist of no fewer than three (3) nor more than seven (7) Directors. The Board of Directors may include a Chair, Vice-Chair, and Secretary. Each Director shall hold office for three years. Terms of Directors may be coterminous.

(b) No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of said director's term of office, unless a director is affirmatively removed as hereinafter provided.

(c) Directors shall be elected at each annual meeting of the Board of Directors to hold office until the expiration of their term. The directors shall be fixed by resolution adopted by the Board of Directors in office immediately preceding the election. If an annual meeting is not held or the directors are not elected at an annual meeting, they may be elected at any special meeting of the Board of Directors, held for that purpose, by plurality vote of the directors in office immediately preceding the election.

(d) Each Director including a Director elected to fill a vacancy or elected at a special meeting, shall hold office until expiration of the term for which elected and until a successor has been elected and qualified, or until death, resignation, or removal, whichever comes first.

Section 3. Manner of Election. At the organizational meeting of the corporation, the Directors shall designate the size of the Board and shall designate the members of the Board. Thereafter, at each annual meeting of the Board of Directors, a number of Directors equal to that of those whose terms have expired shall be elected for a term of two years. Such election shall be by a majority of the Directors whose terms have not expired and who are present and voting. Any Director may be reelected at the expiration of his term of office.

Section 4. Place and Manner of Meeting; Action Without Meeting. Annual and regular meetings of the Board of Directors may be held at such place and time as the Directors may determine. Special meetings of the Board of Directors may be held from time to time upon call of the Chairman of the Board or a majority of the Directors. Members of the Board of Directors may act by means of conference telephone network or similar communication methods by which all persons participating in the meeting can hear each other. Members of the Board of Directors may also act without meetings by unanimous written consent to such action signed by all Directors and filed with the Minutes of the Board. Except as otherwise required by statute, notice of special meetings shall be mailed directly to each Director, addressed to him or her at this or her residence or usual place of business, at least four days before the day on which the meeting is to be held, or shall be sent by telegram, radio, cable, telephone, email, or personal delivery no later than 48 hours prior to the time of the holding of the meeting.

Section 5. Notice of Meeting. Written or printed notice of every annual and regular meeting of the Board of Directors, stating the place, day, and hour of the meeting must be given personally, by mail, telecopy, or e-mail to Directors not less than seven (7) nor more than fifty (50) days prior to the date of the meeting. Notice of the time and place of a special meeting shall be served upon, telephoned, telecopied, or e-mailed to each Director at least forty-eight hours prior to the time of the meeting. No notice need be given to any Director who actually attends, or who executes and files a written waiver of such notice, either before or after the meeting.

Section 6. Waiver of Notice. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of the notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and who, before or at the beginning of the meeting, does not protest the lack of notice to him or her.

Section 7. Quorum and Adjournments. A majority of the members of the Board of Directors shall constitute a quorum at such meetings. No vote shall be taken unless a quorum is present. The vote of a majority of those present at a meeting at which a quorum is present shall be sufficient to constitute action of the Board of Directors, except for actions for which a greater vote may be required by statute, the Articles of Incorporation, or these bylaws.

A majority of the Directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, until a quorum shall be present. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjournment, to the Directors who were not present at the time of the adjournment.

Section 8. Chairman of the Board. The Board of Directors may, by majority vote of the entire Board, appoint from the Directors, a Chairman. The Chairman shall preside at all meetings of the Board of Directors and shall have such other duties as the Board shall determine.

Section 9. Compensation of Directors. Directors may receive compensation for service on the Board. Directors may be reimbursed for any reasonable expenses incurred by them in the execution of their official duties, including travel expenses.

Section 10. Voting. At all meetings of the Board of Directors, each Director shall have one vote. Except as otherwise provided by statute, by the Articles of Incorporation, or by these By-Laws, the action of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. Members of the Board may vote by proxy, each proxy vote being counted as though a vote by the present member. Members of the Board may also vote by mail, as long as the vote arrives at the Board of Directors so that it can be presented at the meeting.

Section 11. Vacancies. The Board of Directors, by majority vote, is empowered to appoint temporary Directors to fill any vacancies on the Board caused by death, resignation, or otherwise; such temporary Directors shall serve until the next annual meeting of the corporation.

Section 12. Removal of Directors. Any Director may be removed for cause by vote of two-thirds (2/3) of the Board of Directors at a meeting expressly called for that purpose. Such removal may occur only if the Director involved is first provided with adequate notice of the charges against him or her in the form of a statement of such charges and an opportunity to appear before the Board of Directors or forward a written statement thereto in presentation of any defense of such charges. In these regards, the Board shall act on the basis of reasonable and consistent criteria, always with the objective of advancing the best interests of the corporation.

Section 13. Resignation. Any Director may resign from the Board by giving written

notice to the Chairman of the Board. Such resignation shall be effective upon receipt of notice by the Chairman or at such later date as specified in the notice.

Section 14. Indebtedness. The Board of Directors, by a majority vote, is empowered to borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

Section 15. Directors Acting by Unanimous Written Consent. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting with the same force and effect as if taken by unanimous vote of the Board of Directors, if authorized by a writing signed individually or collectively by all members of the Board. Such consent shall be filed with the regular minutes of the Board. The consent of a Director who has a material financial interest in a transaction to which the corporation is a party, and who is an interested person as defined in Section 15 of this Article and Cal. Corp. Code § 5233, shall not be required for approval of that transaction.

Article V
COMMITTEES

Section 1. Committees of Directors. The Board of Directors may, by resolution adopted by a majority of the directors then in office, provided that a quorum is present, designate one or more committees to exercise all or a portion of the authority of the Board, to the extent of the powers specifically delegated in the resolution of the Board or in these bylaws.

Each such committee shall consist of two (2) or more directors, and may also include persons who are not on the Board, to serve at the pleasure of the Board. The Board may designate one or more alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the directors then in office, provided that a quorum is present. The Board of Directors may also designate one or more advisory committees that do not have the authority of the Board. However, no committee, regardless of Board resolution, may:

(a) Approve any action that, under the Law or the Articles of Incorporation or these bylaws, also requires approval of the members or approval of a majority of all members;

(b) Fill vacancies on, or remove members of, the Board of Directors or in any committee that has the authority of the Board;

(c) Fix compensation of the directors for serving on the Board or on any committee;

(d) Amend or repeal the Articles of Incorporation or bylaws or adopt new bylaws;

(e) Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable;

(f) Appoint any other committees of the Board of Directors or their members;

(g) Approve a plan of merger; consolidation; voluntary dissolution; bankruptcy or reorganization; or for the sale, lease, or exchange of all or substantially all of the property and assets of the corporation otherwise than in the usual and regular course of its business; or revoke any such plan;

(h) Approve any self-dealing transaction, except as provided by Section 5233 of the California Corporations Code; or

(i) Expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.

No committee shall bind the corporation in a contract or agreement or expend corporate funds, unless authorized to do so by the Board of Directors.

Section 2. Meetings and Actions of Committees. Meetings and actions of all committees shall be governed by, and held and taken in accordance with, the provisions of Article IV of these bylaws, concerning meetings and actions of directors, with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board of Directors may adopt rules not inconsistent with the provisions of these bylaws for the government of any committee.

Section 3. Executive Committee. Pursuant to Article V, Section 1, the Board may appoint an Executive Committee composed of three (3) or more directors, one of whom shall be the chairperson of the Board, to serve as the Executive Committee of the Board. The Executive Committee, unless limited in a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the corporation between meetings of the Board; provided, however, that the Executive Committee shall not have the authority of the Board in reference to those matters enumerated in Article V, Section 1. The secretary of the corporation shall send to each director a summary report of the business conducted at any meeting of the Executive Committee.

Section 4. Audit Committee. The Board shall appoint an Audit Committee. The committee may be comprised of one or more persons and may include persons other than directors of the corporation.

The membership of the Audit Committee shall not include the following persons:

(a) The chairperson of the Board;

(b) The treasurer of the corporation;

(c) Any employee of the corporation; or

(d) Any person with a material financial interest in any entity doing business with the corporation.

In the event that the Board appoints a Finance Committee, members of the Finance Committee must constitute less than one-half of the membership of the Audit Committee and the Chair of the Finance Committee shall not serve on the Audit Committee.

The Audit Committee shall make recommendations to the Board of Directors regarding the hiring and termination of an auditor, who shall be an independent certified public accountant, and may be authorized by the Board to negotiate the auditor's salary.

The Audit Committee shall confer with the auditor to satisfy its members that the corporation's financial affairs are in order, and shall review and determine whether to accept the audit.

In the event that the auditor's firm provides non-audit services to the corporation, the Audit Committee shall ensure that the auditor's firm adheres to the standards for auditor independence set forth in the latest revision of the Government Auditing Standards published by the Comptroller General of the United States, or any standards promulgated by the Attorney General of California.

Article VI
OFFICERS

Section 1. Officers and Qualifications. The officers of the corporation shall be the President (or Chief Executive Officer), the Secretary, the Treasurer (or Chief Financial Officer) and such other officers as the Board of Directors deems advisable from time to time. Any two offices, except the offices of President and Chief Financial Officer, may be held by the same person.

Section 2. Election. The initial officers shall be elected at the organizational meeting of the corporation and shall serve at the pleasure of the Board of Directors, subject to the rights of any officer under any employment contract.

Section 3. Term of Office. All officers shall hold office for three years or until their successors have been duly elected and have qualified, or until removed.

Section 4. Removal of Officers. Any officer may be removed either with or without cause by the vote of a majority of the Board of Directors.

Section 5. Duties of Officers. The duties and powers of the officers of the corporation shall be as follows or as shall hereafter be set by resolution of the Board of Directors:

President
The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He or she may sign any deed, mortgage, bond, contract or other instrument unless the Board of Directors has expressly delegated authority for signing to another officer or agent of the corporation. The President shall perform all duties incident to the Office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Secretary
The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose and see that all notices are duly given in accordance with these bylaws or as required by law. The Secretary shall present to the Board of Directors at its meetings all official communications received by the Secretary; be custodian of the organization's records; and in general perform all duties incident to the office of Secretary and such other duties as the President or Board of Directors may assign to the Secretary.

Chief Financial Officer (Treasurer)
The Chief Financial Officer shall have the care and custody of, and be responsible for, all the funds and securities of the corporation and shall deposit such funds and securities in such banks or safe deposit companies as the Board of Directors may designate. He or she shall receive and give receipts for moneys due and payable to the corporation under the direction of the President or the Board of Directors; keep accurate books of account of all of the corporation's business and transactions and exhibit the books and accounts to any person duly authorized to inspect such records; and in general, perform all duties incident to the office of the Chief Financial Officer and such other duties as the President or Board of Directors may assign from time to time.

Other Officers
Other officers shall perform such duties and have such powers as the Board of Directors may assign to them from time to time.

Section 6. Vacancies. All vacancies in any office shall be filled promptly by the Board of Directors either at a regular meeting or at a meeting specially called for that purpose.

Section 7. Compensation of Officers. The officers shall receive not receive any salary or compensation for service as an Officer of the corporation.

Article VII
LIABILITY AND INDEMNIFICATION

Section 1. Liability. In the absence of fraud, the directors of the corporation shall not be personally liable for its debts, obligations or liabilities.

Section 2. Indemnification.

(a) To the fullest extent permitted by law, the corporation shall indemnify its directors, officers, employees, and other persons described in California Corporations Code Section 5238, including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any proceeding, as that term is used in that section, and including any action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. Expenses, as used in this bylaw, shall have the same meaning as in that section of the California Corporations Code.

(b) On written request to the Board of Directors by any person seeking indemnification under California Corporations Code Section 5238(b) or Section 5238(c), the Board shall promptly decide under California Corporations Code Section 5238(e) whether the applicable standard set forth in California Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board shall authorize indemnification.

(c) To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under this Section in defending any proceeding covered by this Section shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of any undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the corporation for those expenses.

Section 3. Insurance. The corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee or agent, or arising from the officer's, director's, employee's or agent's status as such.

Article VIII
GENERAL PROVISIONS

Section 1. Execution of Contracts. The Board of Directors, except as otherwise provided in these bylaws, may prospectively or retroactively authorize any officer or officers, agent or agents, in the name, and on behalf, of the corporation to enter into any contract, or execute and deliver any instrument as may be necessary to carry out the purposes of the corporation. Any such authority may be general or confined to specific instances.

Section 2. Investments. The corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it according to the judgment of the Board of Directors. The Board of Directors is restricted to the prudent investments which a Director is or may hereafter be permitted by law to make. The Board of Directors may delegate the day-to-day management of such investments as the Board of Directors may authorize.

Section 3. Books and Records. There shall be kept, at the principal office of the corporation, or at the office of the Chief Financial Officer, correct books of accounts of all the business and transactions of the corporation.

Section 4. Depositories. The funds of the corporation not otherwise employed shall from time to time be deposited to the order of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select, or as may be selected by any one or more officers or agents of the corporation to whom such power may from time to time be delegated by the Board of Directors.

Section 5. Signatories. All checks, drafts, and other orders for payment of money out of the funds of the corporation, and all notes and other evidences of indebtedness of the corporation, shall be signed on behalf of the corporation in such a manner as shall from time to time be determined by the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Chief Financial Officer or President.

Section 6. Annual Audit. The Board of Directors may require an annual audit of the books and accounting records of the corporation.

Section 7. Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31.

Article IX
REVIEW OF CERTAIN TRANSACTIONS

Prior to the corporation entering into any compensation agreement, contract for goods or services, or any other transaction with any person who was, at any time during the five-year period preceding the transaction, in a position to exercise substantial influence over the affairs of the organization, the Board of Directors shall take the following precautions to ensure that the transaction is reasonable for purposes of Section 4958 of the Internal Revenue Code of 1986, as amended:

(a) The panel of the Board of Directors approving the transaction must be composed entirely of individuals unrelated to and not under the control of the disqualified person or persons involved in the transaction;

(b) The Board of Directors shall consider whether the proposed transaction is reasonable

when compared with similarly-situated organizations for functionally comparable positions, goods or services rendered, taking into account the location of the organization and the availability of similar specialties in the geographic area; and

(c) The Board of Directors shall set forth in the resolution approving the transaction the basis for its determination that the compensation is reasonable based upon the evidence presented. This resolution shall be filed by the Secretary in the Minutes book of the corporation.

Article X
STANDARD OF CARE

Section 1. General. A director shall perform the duties of a director, including duties as a member of any committee of the Board on which the director may serve, in good faith, in a manner such director believes to be in the best interest of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as in any such case, the director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except as provided in Article 10, Section 3, a person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the corporation, or assets held by it, are dedicated.

Section 2. Loans. This corporation shall not make any loan of money or property to, or guarantee the obligation of, any director or officer, unless approved by the California Attorney General; provided, however, that this corporation may advance money to a director or officer of this corporation or any subsidiary for expenses reasonably anticipated to be incurred in performance of the duties of such officer or director so long as such individual would be entitled to be reimbursed for such expenses absent that

advance.

Section 3. Conflict of Interest. The purpose of the conflict of interest policy is to protect the corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its officers or directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable California and federal laws conflict of interest applicable to nonprofit and charitable corporations and is not intended as an exclusive statement of responsibilities.

A) Definitions

Unless otherwise defined, the terms used in this Section have the following meanings:

1. "Interested Persons" - Any director, principal officer, or member of a committee with the Board delegated powers, which has a direct or indirect financial interest, as defined below, is an interested person.

2. "Financial Interest" - A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(a) An ownership or investment interest in any entity with which the corporation has a transaction or arrangement;

(b) A compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement; or

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate Board decides that a conflict of interest exists.

B) Procedures

1. Duty To Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors, who are considering the proposed transaction or

arrangement.

2. Determining Whether A Conflict Of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

3. Procedure For Addressing The Conflict Of Interest
In the event that the Board determines that a proposed transaction or arrangement presents a conflict of interest, the Board shall take the following actions:

(a) An interested person may make a presentation at the Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on the transaction or arrangement involving the possible conflict of interest.

(b) The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the Board shall determine whether the corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors then in office whether the transaction or arrangement is in the corporation's best interest, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction or arrangement in conformity with this determination.

4. Violations of the Conflict of Interest Policy

If the Board has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the interested person of the basis for such belief and afford the interested person an opportunity to explain the alleged failure to disclose.

If, after hearing the interested person's response and after making further investigation as warranted by the circumstances, the Board determines the interested person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

5. Records and Procedures

The minutes of the Board shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

6. Annual Statements
Each director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement which affirms such person:

(a) Has received a copy of the conflict of interest policy;

(b) Has read and understands the policy;

(c) Has agreed to comply with the policy; and

(d) Understands the corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

Section 4. Compensation.

A) Definitions

Unless otherwise defined, the terms below have the following meanings:

1. "Highest Compensated Employee" - Any employee of the corporation, whose total compensation would require the employee to be listed in Part I of Schedule A of IRS Form 990, or in response to an equivalent question on any successor exempt organization annual return.

2. "Highest Compensated Independent Contractor" - Any independent contractor engaged by the corporation, whose total compensation would require the contractor to be listed in Part II of Schedule A of IRS Form 990, or in response to an equivalent question on any successor exempt organization annual return.

B) No director, officer, Highest Compensated Employee or Highest Compensated Independent Contractor may receive compensation, directly or indirectly, from the corporation unless such compensation is first determined by the disinterested directors, or an authorized committee thereof, to be just and reasonable to the corporation.

The names of the persons who were present for discussions and votes relating to the compensation arrangement, the content of the discussion, including any the information used to determine the reasonableness of the compensation, and a record of any votes taken in connection with the proceedings shall be maintained in the minutes of the corporation.

The determination of reasonableness shall be based upon information about compensation paid by similarly situated organizations for similar services, current compensation surveys compiled by independent firms or actual written offers from similarly situated organizations. Similarly situated organizations may include both taxable and tax exempt organizations.

No director, principal officer, Highest Compensated Employee or Highest Compensated Independent Contractor, shall participate in the discussion and approval of his or her compensation, except that such persons may provide information to the disinterested directors as described in the conflict of interest policy above.

Section 5. Periodic Reviews. Periodic reviews shall be conducted to ensure the corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management corporations conform to the corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

When conducting the periodic reviews as provided for above, the corporation may, but need not, use outside advisors. If outside experts are used their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted

Section 6. Restriction on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons. An interested person is (1) any person currently being compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (2) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in- law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the corporation.

Article XI
AMENDMENT OF BYLAWS

The Bylaws of the corporation may be altered, amended, added to, or repealed by majority vote of the entire Board of Directors as is necessary or appropriate to carry out the purposes of the corporation to the fullest extent permitted by law. Except by a unanimous vote, the Directors shall have no power to change the quorum for meetings of the Board of Directors, or to change any provisions of the By-Laws reducing the vote necessary for removal of directors.

Article XII
CERTIFICATE

This is to certify that the foregoing is a true copy of the Bylaws of the corporation named in the title thereto and that these Bylaws, were duly adopted on _____.

_____

Secretary

EXHIBIT B

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Destination Crenshaw Date: 10-15-19

Agreement/Reference: Destination Crenshaw Project

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL 1,000,000

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

✓ **General Liability** Aggregate coverage only during construction — 5,000,000

☐ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

☐ $2 million aggregate coverage required post construction

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) — 1,000,000

✓ **Professional Liability** (Errors and Omissions) — 1,000,000

Discovery Period 12 months following approval of project

✓ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Flood

☐ Earthquake

☐ Boiler and Machinery

☐ Builder's Risk

☐ During the course of construction

✓ **Property Coverage - Fine Arts**

☐ Insurance for the repair and replacement of damaged artwork within Destination Crenshaw

✓ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds — **100% of the contract amount

___ **Crime Insurance**

Other: *The City of Los Angeles, State of California and Los Angeles County Metropolitan Transportation Authority shall each be named as an additional insured on all applicable liability insurance policies.

**Surety Bond shall cover 100% of the observation deck contract amount. This surety bond can be provided by the contractor performing the work.

Some coverages above may be provided, when appropriate, by prime and/or subcontractors. *Additional insured endorsements are required.

EXHIBIT C

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1 The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and it implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative Contracts) and that all subrecipients shall certify and disclose accordingly.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

Contract Number _____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____

SIGNATURE _____

DATE _____

EXHIBIT D

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least $25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars ($25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

(a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department Contract Number

EXHIBIT E

City of Los Angeles
CALIFORNIA

ERIC GARCETTI
MAYOR

NOTICE TO APPLICANTS & EMPLOYEES
FAIR CHANCE INITIATIVE FOR HIRING ORDINANCE

This Employer is subject to the Fair Chance Initiative for Hiring Ordinance (FCIHO) (LAMC 189.00).

THESE ARE YOUR RIGHTS…

1. **Employers cannot inquire about or seek information about an Applicant's Criminal History until <u>after</u> a Conditional Offer of Employment has been made to the Applicant*.**

   ✓ This includes job solicitations and applications or during any conversations or interviews

2. **If an Employer decides to rescind an offer of employment based on information discovered during the criminal background check, the Employer is required to perform an Individualized Assessment.**

   ✓ Individualized Assessment - a written assessment that effectively links the specific aspects of the Applicant's Criminal History with risks inherent in the duties of the Employment position sought by the Applicant.
   ✓ If the offer is rescinded, the Applicant must receive:
   - Written notification
   - Copy of the Individualized Assessment, and
   - Copies of any documentation used in the Employer's decision

3. **The Applicant has the right to the Fair Chance Process.**

   ✓ The Applicant has the opportunity to provide information or documentation to an Employer regarding the accuracy of his/her Criminal History or Criminal History Report or that should be considered in the Employer's assessment, such as evidence of rehabilitation or other mitigating factors.
   ✓ The Employer is required to hold the job open for at least five (5) days from the date notification of a rescinded offer of employment to allow an Applicant to submit such documentation, and, the Employer is required to review any documentation in order to reassess their decision.

FOR ADDITIONAL INFORMATION OR ASSISTANCE, CALL:
City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (844) WagesLA – Email: WagesLA@lacity.org

*Note: Not all Applicants/Employees are covered under the FCIHO. Please see ordinance (LAMC 189.00) for more details.

City of Los Angeles
CALIFORNIA

ERIC GARCETTI
MAYOR

AVISO PARA SOLICITANTES Y EMPLEADOS
ORDENANZA DE LA INICIATIVA DE OPORTUNIDAD JUSTA PARA LA CONTRATACIÓN

Éste empleador está sujeto a la Ordenanza de la Iniciativa de Oportunidad Justa Para la Contratación (Fair Chance Initiative for Hiring Ordinance) (FCIHO) (LAMC 189.00).

ÉSTOS SON SUS DERECHOS…

1. **Los empleadores no deben preguntar al solicitante sobre los antecedentes penales hasta <u>despúes</u> de que se le ha dado al solicitante una oferta condicional de empleo.**

   ✓ Ésto incluye solicitaciones y solicitudes de empleo o durante cualquier tipo de conversaciones o entrevistas

2. **Si el empleador decide revocar la oferta de empleo como resultado de la investigación de antecedentes, el empleador está obligado a realizar una evaluación individualizada.**

   ✓ Evaluación Individualizada – Un análisis por escrito de las funciones y responsabilidades del trabajo, los antecedentes penales del solicitante, y cualquier otro factores que pueden afectar a la decisión de contratación.
   ✓ Si se retiró la oferta, el solicitante debe recibir:
   - Un aviso por escrito
   - Una copia de la evaluación individual, y
   - Copias de todos los documentos que el empleador utilizó a llegar a la decisión

3. **El solicitante tiene el derecho al proceso de la Oportunidad Justa.**

   ✓ El solicitante tiene cinco (5) días desde la fecha cuando recibió el aviso de retiro de oferta para juntar y entregar documentos que muestra la prueba de rehabilitación y/o errores en la investigación de antecedentes. Se requiere que los empleadores examinen cualquier documentación presentada para reexaminar su decisión.

PARA MÁS INFORMACIÓN O ASISTENCIA, PUEDE LLAMAR A:
City of Los Angeles
Department of Public Works
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Teléfono: (213) 847-2625 – Email: WagesLA@lacity.org

*La nota: No todos los solicitantes/empleados están cubierto bajo el FCIHO. Consulte con la ordenanza (LAMC 189.00) para más detalles.

Third Amended and Restated Contract C-134516
Revised Exhibit F (November 08, 2024)

EXHIBIT F

Phase	Expense	Cost	Source of Fund	Scope of Work	Deliverables	Previous Payments * (Advance #1 and Advance #2)	Advance #3	Advance #4	Advance #5	Advance #6	Advance #UC No. 1	Advance #7	Payment #5	Upon Completion	Notes
Pre-Construction	Perkins & Will Design Fees	$ 1,500,000	City-2019	- Architectural design - Art curation - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, survey, traffic study progress	$ 1,369,000								$ 129,000	8% held until
Construction	Construction Cost	$ 1,000,000	City - 2021	Cultural Infrastructure			$ 920,000							$ 80,000	8% held until
Construction	Construction Cost	$ 5,997,979	City - 2023 - CTIEP (Municipal Facilities) Municipal Facilities Projects	Construction of Sankofa Park per approved plans	- Sankofa Park Construction					$ 5,997,979					
Construction	Construction Cost	$ 3,714,778	City - 2023 - CTIEP (Physical Plant) Street Projects	Construction of K-Line Pedestrian Linkage per approved plans	- Sankofa Park and Tunnel Lid Construction					$ 3,714,778					
Construction	Construction Cost	$ 1,639,147	City - 2023 - Council Community Projects	Construction of Crenshaw Blvd. Tunnel Lid per approved plans	- Tunnel Lid Construction					$ 1,639,147					
Construction	Construction Cost	$ 477,314	City - 2023 - Citywide/Regional Arts Support & Community Cultural Programs	Construction of the Crenshaw Wall construction and public art restoration per approved plan	- Crenshaw Wall Restoration Construction						$ 477,314				
Construction	Construction Cost	$ 1,170,784	City - 2023 - CTIEP (Municipal Facilities) Municipal Facilities Projects	Purchase and installation of Sidewalk Pavers and Landscaping per approved plans	- Streetscape Construction - Sidewalk Pavers Purchase and Installation						$ 1,170,784				Can be released with approved expenditures
Pre-Construction	Perkins & Will Design Fees	$ 133,390	State - 2019	- Architectural - Structural engineering - Civil engineering - Landscape design - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, art curation	$ 124,559								$ 10,831	8% held until
Pre-Construction	Owner's Representative Fees	$ 78,900	State - 2019	Services for July 2019 - Oct 2019	Monthly activity reports	$ 70,748								$ 8,152	8% held until
Pre-Construction	PCL Construction Fees - Testing, Mapping, Mobilization	$ 85,000	State - 2019	Services for Sept 2019 - Dec 2019	Materials testing, underground utility mapping, and field office set up	$ 77,400								$ 7,600	8% held until completion
Pre-Construction	Artist Fees	$ 1,569,175	State - 2019	25% of first 10 permanent art commissions total budget	Signed contracts from artists	$ 1,278,731	$ 164,910							$ 125,534	8% held until completion
Construction	P&W Anticipated Design Fees	$ 153,900	State - 2019	- Architectural design - Structural engineering - Civil engineering - Landscape design - Exhibition design	Permit drawing set progress	$ 127,536	$ 11,292							$ 12,072	8% held until
Construction	Paver and Landscape Installation	$ 5,499,810	State - 2019	Installation of Sidewalk Pavers and Landscaping per approved plans	Completion of Paver Testing, Paver and Landscaping installation	$ 1,842,486	$ 1,333,000	$ 1,508,534	$ 775,687					$ 181,143	Retention held until completion
Construction	Owner's Representative Fees	$ 211,475	State - 2019	Coordination meetings and communication with design team, contractor, and artists	Monthly activity reports	$ 38,452	$ 52,035	$ 52,035	$ 52,035					$ 16,918	8% held until completion
Construction	P&W Anticipated Construction Administration Fee	$ 833,000	State - 2019	Respond to requests for information, provide additional drawings / specifications, review construction progress, and art curation / placement	Document information sent in reply to contractor's requests, art placement updates, attend site meetings	$ 108,328	$ 187,760	$ 305,581	$ 182,000					$ 86,400	8% held until completion
Construction	Outreach, Engagement, Comms.	$ 1,150,000	State - 2019	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activities	$ 470,487	$ 127,000	$ 161,000	$ 99,523					$ 92,000	8% held until completion
Construction	Construction Costs	$ 2,746,852	State - 2022	Sankofa Park -- General Conditions & Construction Management	Sankofa Park Construction			$ 2,527,102						$ 219,748	* Retention held until completion
Construction	Public Art Commissions	$ 2,377,711	State - 2022	Design, fabrication, site prep activities, and commission installation	Installed art work			$ 1,500,000	$ 1,147,494					$ 230,217	8% held until completion
Construction	Exhibition & Design/Wayfinding	$ 679,351	State - 2022	Design, fabrication, stakeholder engagement, and exhibition installation	Installed exhibition information and wayfinding signage			$ 320,000	$ 385,482					$ 34,388	* Retention held until completion
Construction	Owner's Representative Fees	$ 89,210	State - 2022	Coordination meetings and communication with design team, contractors, and artists	Monthly activity reports			$ 32,000	$ 31,673					$ 5,537	* Retention held until completion
Construction	Outreach, Engagement, Comms	$ 126,375	State - 2022	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activities			$ 60,000	$ 56,266					$ 10,110	8% held until completion
Construction	Construction Costs	$ 307,000	ARRA	54th Street East Parking Lot Construction	Parking Lot construction at 54th Street East				$ 282,440					$ 24,560	8% held until
Pre-Construction	Sankofa Park Design Fees	$ 300,000	LA Metro	- Architectural design - Structural engineering - Civil engineering - Landscape design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, presentations, approval/permit process management	$ 276,000								$ 24,000	8% held until
Construction	Sankofa Park	$ 14,200,000	LA Metro	Construction of Sankofa Park per approved plans	Completion of Sankofa Park to include the viewing platform, lighting, plaza, seating, utilities, landscaping, irrigation, security, signage Q4 2021 - storm drain construction Q1-Q2 2022 - utilities, footings, retaining walls, and piles Q3-Q3 2022 - concrete columns and slabs Q4 2022 - concrete stairs	$ 3,724,680	$ 3,519,220	$ 3,820,120	$ 2,000,000					$ 1,136,000	8% held until
Pre-Construction	Analysis and Planning Costs	$ 150,000	City 2024 - BSL (CPUC Local Agency Technical Assistance Grant from State Awarded in November 2022)	analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within the communities adjacent to the Crenshaw Boulevard Corridor District. Work to be completed by Destination Crenshaw subcontractor HR&A	HR&A deliverables and expenditures approved by BSL							$ 125,000		$ 25,000	16% held until completion
Construction	Construction	$ 500,000	City 2024 - LADOT	construction of new traffic signals and crosswalks at Southbound Crenshaw Boulevard and Brynhurst Avenue, Northbound Crenshaw Boulevard to Sankofa Park, and Leimert Boulevard to Sankofa Park.	retention can be released after LACMTA approves reimbursement to the city.							$ 460,000		$ 40,000	8% held until completion
Construction	Construction -- Traffic Control / TCTM	$ 2,803,000	City 2024 - AB1290	Funding is for additional K-rail, fencing, traffic control plan consulting, traffic control implementation and additional traffic control related costs associated with the Major Transit And Transportation Construction Traffic Management Committee	Reimbursement for previous expenses incurred							$ 1,840,000		$ 160,000	8% held until completion
Construction	Construction	$ 140,725	General Fund	Construction of Public Right of Way and Public Property per approved plans	Sankofa Park and Tunnel Lid Construction per approved plans								$ 140,725		No retention. See Agreement for guidelines for spending and restricted uses. Disbursement requires Board for $5,029,936.58 according to the agreement.
Construction	Construction	$ 5,229,936	Gas Tax	Construction of Public Right of Way per approved plans	Sankofa Park Public ROW and Tunnel Lid Construction per approved plans Crenshaw Wall Construction per approved plans. Streetscape Construction per approved plans								$ 5,229,936		
Construction	Construction	$ 415,481	SPRF	54th Street & 58th Street East Parking Lot Construction for public parking	Parking lot construction at 50th and 54th Street East								$ 415,481		
	Total Funding Available	$ 54,941,792				$ 9,529,385	$ 6,353,217	$ 10,207,292	$ 4,935,573	$ 11,351,902	$ 1,643,998	$ 2,425,000	$ 5,786,142	$ 2,643,219	

Funding Breakdown:

LA Metro	$ 14,500,000
State - 2019	$ 9,713,650
State - 2022	$ 6,520,500
City of Los Angeles	$ 1,500,000
City of Los Angeles - 2021	$ 1,000,000
ARRA Funding	$ 307,000
City of Los Angeles- 2023	$ 13,000,000
City of Los Angeles- 2024	$ 2,650,000
City of Los Angeles- 2024	$ 5,786,142
Total Funding	$ 54,941,792

EXHIBIT G

CITY OF LOS ANGELES
ARTIST RELEASE FORM

The Artist identified below ("ARTIST") seeks to display the artwork identified below ("ARTWORK") at the Destination Crenshaw Project ("PROJECT") located along Crenshaw Boulevard in Council District 8 in the City of Los Angeles ("CITY"). The ARTIST warrants and represents that he or she has entered into a contract (CONTRACT) with Destination Crenshaw, a 501(c)3 non-profit agency ("CONSULTANT"), to create and install the ARTWORK. That CONTRACT covers all right, title and all related intellectual property interests such as trademarks for the ARTWORK.

OWNERSHIP AND LICENSE: The ARTIST warrants and represents that the display of the ARTWORK as part of the PROJECT does not and will not infringe or violate the rights of any other party, including any copyright interests. The ARTIST grants to the CITY, the State of California ("STATE"), and the Los Angeles County Metropolitan Transportation Authority ("LA METRO") a non-exclusive license to display, copy, or reproduce the ARTWORK for any use during the time that the ARTWORK is installed in the public right of way or on other public property. This license and permission to display the ARTWORK at the Destination Crenshaw site may be revoked at the sole discretion of the CONSULTANT, subject to 60 days written notification to the CITY. For any ARTWORK removed from the public right of way, the public right of way shall be repaired as per instructions included in the Revocable Permit.

COMPENSATION: The ARTIST is engaged as an independent subcontractor to the CONSULTANT and will be responsible for any federal, state, and local taxes and fees applicable to payment. The ARTIST, and its subcontractors and employees, are not employees of the CITY, STATE, and LA METRO and are not eligible for any benefits through the CITY, STATE, and LA METRO, including, without limitation, health benefits, workers' compensation, unemployment compensation, and retirement benefits. The ARTIST attests that the CONSULTANT has paid ARTIST for satisfactory completion and performance of ARTWORK and fulfillment of all other obligations as set forth in the CONTRACT between CONSULTANT and ARTIST. The mutually agreed price in the CONTRACT shall represent full and complete compensation for all direct and indirect costs for the ARTWORK, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, permits, repairs, replacement, overhead and profit, and all liabilities, responsibilities, and obligations assigned to or assumed by ARTIST under the CONTRACT.

INDEMNIFICATION: The ARTIST shall indemnify, defend and hold the CITY, STATE, and the LA METRO and any of their boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, damages, and expenses, including reasonable attorney's fees, which arise out of the installation and display of the ARTWORK, or arise out of or result from the performance of the ARTWORK.

Name of Artist (type or print legibly): _____

Address: _____

Email: _____ Phone: _____

Inventory of Artwork for display: _____

Artwork installed at: _____

Artist's Signature: _____ Date: _____

Consultant's Signature: _____ Date: _____

EXHIBIT H

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 7/30/2021

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Public Works- Engineering

CONTACT PERSON: Joanne Zhang PHONE: (213) 485-4553

CONTRACT NO.: C-138648 COUNCIL FILE NO.: 19-0898

ADOPTED BY COUNCIL: 7/2/2021
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT X
AMENDED AND RESTATED ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT ___

CONTRACTOR NAME: Los Angeles County Metropolitan Transit Authority (LACMTA)

TERM OF CONTRACT: 7/29/2021 THROUGH: 7/29/2023

TOTAL AMOUNT: $14,500,000

PURPOSE OF CONTRACT:

The purpose of this Contract is for Los Angeles County Metropolitation Transit Authority (LACMTA) to transfer property, $14,500,000 in grants, and provide terms and conditions for the City's administration of grant funding for the implementation of Destination Crenshaw Sankofa Park Project.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
REGARDING DESTINATION CRENSHAW – SANKOFA PARK

THIS MEMORANDUM OF AGREEMENT (this "**Agreement**"), dated as of _____, 2021 for reference purposes, is made by and between the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**" or "**Metro**"), a public agency existing under authority of the laws of the State of California, and the City of Los Angeles ("**City**"), a municipal corporation and charter city of the State of California, acting by and through its Department of Public Works, Bureau of Engineering ("**BOE**"), and its Department of General Services ("**GSD**").Each of City and LACMTA is sometimes referred to herein individually as a "**Party**," and collectively, as the "**Parties**." GSD shall act on behalf of City with respect to the matters set forth in Section 6 of this Agreement, and BOE shall act on behalf of City with respect to all other matters set forth in this Agreement.

RECITALS

A. LACMTA is designing and constructing LACMTA's Crenshaw/LAX Project ("**CLAX**"), a light rail line which extends above and below ground, and at-grade from the existing Metro Exposition Line at Crenshaw and Exposition Boulevards traveling 8.5 miles to the Metro Green Line. The CLAX will serve the Crenshaw District, Inglewood, El Segundo, Westchester and surrounding areas in the City of Los Angeles with eight new stations along the line, including a new Leimert Park underground subway station ("**Leimert Park Station**") located near the intersection of Crenshaw Boulevard and Vernon Avenue. As part of the development of CLAX, LACMTA's goal is to provide transportation and transit improvements and also, with community feedback, to (1) preserve and enhance the unique cultural identity of each station area and its surrounding community by implementing art and landscaping; (2) promote a sense of place, safety, and walkability by providing street trees, walkways or sidewalks, lighting, awnings, public art and/or street furniture; (3) provide additional landscaping within the right-of-way or in project property to create a buffer between sensitive uses and the project; and (4) where practical and appropriate, add additional landscaping and enhanced design features to minimize the visual image of transit facilities (*see Section 4.4.3 (pp. 4-93--4-95) cf* CLAX FEIS/FEIR). Further, LACMTA seeks to promote community preservation in the communities directly affected by CLAX, and facilitate the creation of transit-oriented communities ("**TOCs**") that expand mobility options, promote sustainable urban design, and help transform communities.

B. The Destination Crenshaw project ("**Destination Crenshaw**") is a proposed outdoor museum and placemaking initiative of public art and streetscape design, as conceptually depicted in **Exhibit A** attached hereto, that is a mobility improvement corridor designed to enhance the area between the Hyde Park and Leimert Park Stations. Destination Crenshaw is comprised of multiple project elements (platforms and parks) along a 1.3-mile stretch of Crenshaw Boulevard,

which overlaps an at-grade segment of CLAX; the project being borne out of the efforts of a group of community stakeholders and City.

C. One of the elements of Destination Crenshaw is Sankofa Park (the "**Project**", as further defined in this Agreement), located at the intersection of Crenshaw and Leimert Boulevards and within walking distance of the Leimert Park Station. The Project is conceived as an amphitheater for performances, festivals, and community gatherings and will include a park and streetscape design elements including trees, raised viewing platform with south-facing views down Crenshaw Boulevard overlooking a plaza and the CLAX railroad guideway, crosswalks and other features that will improve the quality of the street and provide a strong connectivity between the community and the Leimert Park Station, as conceptually depicted in the renderings shown on **Exhibit B** attached hereto. The Project will bridge CLAX with Destination Crenshaw and the art and cultural community of Leimert Park. The Project is representative of LACMTA's vision for TOCs.

D. City selected Destination Crenshaw, a 501(c)(3) non-profit entity ("**Consultant**") to design and construct Destination Crenshaw, including the Project, pursuant to the terms and conditions set forth in that certain Agreement for the Destination Crenshaw Project between City of Los Angeles and Destination Crenshaw dated November 25, 2019 (Contract No. C-134516) (as amended from time to time, the "**City-Consultant Agreement**").

E. LACMTA has been working collaboratively with Destination Crenshaw stakeholders to explore and coordinate Project elements that capitalize on synergies between CLAX and Destination Crenshaw.

F. On July 25, 2019, the LACMTA Board of Directors (the "**LACMTA Board**") authorized LACMTA's funding and support of Destination Crenshaw (pursuant to Board Report #: 2019-0575), which support includes construction funding of the Project in an amount not to exceed $15,000,000, inclusive of staff support time. On October 22, 2020, the LACMTA Board took action on the proposed transfer of certain real property owned by LACMTA to City for use in developing the Project, all as further described in this Agreement. The Project contributes to CLAX and Destination Crenshaw in a collaborative manner that is beneficial to both projects.

G. City and LACMTA desire to enter into this Agreement to set forth the terms and conditions regarding LACMTA's support of the design and construction of the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The terms set forth in the Recitals above are hereby incorporated by this reference as if set forth in full herein.

2. Designation of Representatives.

2.1 City Representative. The City Engineer shall designate a person, persons, the holder of specified offices or positions or a third-party consultant or consultants to act as the "**City Representative**" for the Project. The City Representative shall manage and coordinate City's interaction with LACMTA concerning the Project and each component thereof in a timely manner. The City Representative is authorized to bind City where City approval is required under this Agreement, unless (a) otherwise specified herein or required by the Los Angeles Charter and Administrative Code, or (b) the City Council requests to exercise such approval authority for a particular discretionary decision or decisions. City may change its City Representative by providing seven (7) days prior written notice to LACMTA.

2.2 LACMTA Representative. The Chief Executive Officer of LACMTA shall designate a person, or the holder of a specified office or position, to act as the "**LACMTA Representative**" for the Project. The LACMTA Representative shall manage and coordinate LACMTA's interaction with City concerning the Project and each component thereof in a timely manner. The LACMTA Representative is authorized to bind LACMTA where LACMTA approval is required under this Agreement unless (a) otherwise specified herein or (b) LACMTA Representative reasonably determines that any action exceeds the authority authorized by the LACMTA Board in connection with this Agreement, in which event further LACMTA Board determination may be necessary. LACMTA may change its LACMTA Representative by providing seven (7) days written notice to City.

The City Representative and the LACMTA Representative shall confer from time to time to coordinate the work required to complete the Project.

3. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth below; any capitalized terms not listed in this Section 3 shall have the meanings provided to such terms as specifically set forth elsewhere in this Agreement:

3.1 "Assignment Agreement" has the meaning set forth in Section 6.2.

3.2 "Billboard Lease" has the meaning set forth in Section 6.2.

3.3 "City-Consultant Agreement" has the meaning set forth in Recital D.

3.4 "City Facility" or "City Facilities" means real or personal property under the exclusive ownership or operation of City, and shall include, but not be limited to, public streets, roadways, curbs and gutters, sidewalks, traffic signals, signing, roadways, bridges, retaining walls, alleys, water lines, storm drains, sanitary sewers, parking lots, parks, public landscaping and trees, traffic control devices/systems, street lighting systems, street furniture, benches, survey monuments, trash cans and public, police and fire alarm systems.

3.5 "City Representative" means the person or persons designated by City to represent it in the Project, as further defined in Section 2.1.

3.6 "City Standards" means City's rules, regulations, ordinances, practices and codes of City, including, but not limited to, standards, plans, specifications, general provisions and

approved materials for public works projects that City has documented in writing. City Standards may also include published standards of appropriate, recognized professional organizations or requirements of the State of California or Federal Government.

3.7 "Commencement Date" means the date the Office of the City Clerk of Los Angeles attests this Agreement, except in the event that LACMTA executes this Agreement after such attestation, in which case the date of such execution by LACMTA shall be the Commencement Date.

3.8 "Conflicting Facility" means an existing LACMTA Facility, which City and LACMTA determine is so situated as to require Rearrangement (defined below) in order for City and/or its Consultant to construct the Project without adversely impacting such LACMTA Facility.

3.9 "Construction" means the work of removal, demolition, replacement, restoration, alteration, realignment, building, fabricating, landscaping of: (a) all City Facilities and Replacement Facilities (defined below) undertaken by City or Consultant and their contractors, and (b) new facilities to be built, and systems and equipment to be procured and installed that are necessary for the Project, in accordance with approved plans and specifications.

3.10 "Consultant" has the meaning set forth in Recital D (or, if applicable, any person, persons or entity contracted by City to replace Consultant after termination, in whole or in part, of Consultant in accordance with the terms of the City-Consultant Agreement as City may determine to be necessary or desirable to satisfy City's obligations under this Agreement).

3.11 "Costs" shall mean all direct and indirect costs incurred by City or LACMTA for activities or work performed or materials acquired in performing a task pursuant to this Agreement, including but not limited to, labor costs, Consultant costs, and LACMTA contractor or consultant costs; provided, however, that any costs incurred by LACMTA that either have not been approved in advance and in writing by City or were not incurred in conjunction with actions the City directed LACMTA to perform shall not be deemed "Costs" for purposes of this Agreement.

3.12 "Design" means engineering, architectural and other design work and the resulting maps, plans, specifications, special provisions, drawings, calculations, computer software and estimates which are needed to construct the Project or any Rearrangements (defined below).

3.13 "Destination Crenshaw" has the meaning set forth in Recital B.

3.14 "Fiscal Year" means the period July 1 through June 30 of a year .

3.15 "Grant Deed" shall have the meaning set forth in Section 6.1.

3.16 "Hazardous Material" means any chemical, substance, material, or waste or component thereof the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law, or which is now or hereafter listed, defined, or regulated as a flammable explosive, radioactive material, hazardous or toxic chemical, substance, material or waste or component thereof (whether injurious by themselves or in conjunction with other materials) by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-

to-know" requirements adopted by such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. Without limiting the generality of the foregoing, Hazardous Material shall include, but not be limited to, any material or substance which is: (1) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (2) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory, California Health and Safety Code Section 25500, et seq.), (3) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances, California Health and Safety Code Section 25280, et seq.), (4) petroleum, (5) asbestos, (6) defined as a "hazardous constituent," "hazardous material," "hazardous waste," or "toxic waste" under Article 2 of Chapter 10 (Section 66260.10) or defined as a "hazardous waste" under Article 1 of Chapter 11 (Section 66261.3) of Title 22 of the California Code of Regulations, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste, 22 C.C.R. Section 66001, et seq.), (7) designated as a "hazardous substance" pursuant to Section 311 (33 U.S.C. § 1321) of the Clean Water Act of 1977, as amended (Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.), (8) defined as a "hazardous waste" pursuant to Section 1004 (42 U.S.C. § 6903) of the Federal Resource Conservation and Recovery Act of 1976, as amended (RCRA, 42 U.S.C. § 6901, et seq.), (9) defined as a "hazardous substance" pursuant to Section 101 (42 U.S.C. § 9601) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA, 42 U.S.C. § 9601, et seq.), or (10) defined as "hazardous material" under Section 103 (49 U.S.C. § 1802) of the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), as such laws may be amended from time to time, and the regulations adopted and publications promulgated pursuant to such laws.

3.17 "Interlocutory Judgment" has the meaning set forth in Section 6.2.

3.18 "LACMTA Board" shall have the meaning set forth in Recital F.

3.19 "LACMTA Facility" or "LACMTA Facilities" is a facility under the ownership or operating jurisdiction of LACMTA, which is a component of a Transit Project (defined below).

3.20 "LACMTA Representative" means the person designated by the Chief Executive Officer of LACMTA pursuant to Article III of this Agreement to represent LACMTA in all dealings with City for purposes of this Agreement. The LACMTA Representative is authorized to bind LACMTA where LACMTA approval is required under this Agreement, unless otherwise specified herein.

3.21 "LACMTA Right-of-Way" or "LACMTA ROW" means: (a) real property owned or controlled by LACMTA or used for LACMTA transit purposes, and (b) those portions of public streets or rights-of-way on which are located LACMTA transit facilities or which are otherwise used and maintained by LACMTA for its Transit Projects.

3.22 "LACMTA Standards" means the rules, regulations, ordinances, practices and codes of LACMTA, including but not limited to, standards, plans, specifications, general

provisions and approved materials for public works projects that LACMTA has documented in writing. LACMTA Standards may also include published standards of appropriate, recognized professional organizations or requirements of the State of California or Federal Government.

3.23 "Leimert Park Station" has the meaning set forth in Recital A.

3.24 "Project" has the meaning set forth in Recital C, and as Sankofa Park is described in the LACMTA Board Report in connection with the action taken by the LACMTA Board of Directors on July 25, 2019.

3.25 "Property" shall have the meaning set forth in Section 6.1.

3.26 "Rearrangement" means the: (a) work of alteration, removal, replacement, reconstruction, restoration, support or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary, which facility LACMTA and City mutually determine must be rearranged in order to design, build, and/or operate the Project, and (b) work of installing new and required LACMTA Facilities due to the impact of the Project construction.

3.27 "Replacement Facility" means a facility, which is constructed or provided under the terms of this Agreement as a consequence of the Rearrangement of a Conflicting Facility or portion thereof.

3.28 "Termination Date" means the date that is the earlier to occur of (a) the date that LACMTA has performed a final audit of the expenditure of the LACMTA Funds (defined below), to LACMTA's reasonable satisfaction, pursuant to Section 19.1 below, or (b) twelve (12) months following the final disbursement of LACMTA Funds from LACMTA to City.

3.29 "TOCs" has the meaning set forth in Recital A.

3.30 "Transit Project" means any LACMTA rail project, busway project, or LACMTA facility project necessary or convenient for operation of LACMTA's rail transit system or busway transit system, which project is either completed and in operation, or in the process of being constructed, reconstructed, altered, or extended, including but not limited to, CLAX.

3.31 "Work Order" is defined as that document which City shall issue to LACMTA authorizing funding for a defined scope for performance of Design, Construction, and/or supply of materials and equipment for a Rearrangement to be performed by LACMTA pursuant to the terms of this Agreement, which will become effective with LACMTA acceptance by signing off on the Work Order.

4. Term. This Agreement shall commence on the Commencement Date and shall terminate on the Termination Date, unless terminated earlier as provided in this Agreement.

5. LACMTA Funding - Requirements. LACMTA's grant for the Project is limited to Fifteen Million Dollars ($15,000,000.00), comprising of (i) Fourteen Million Five Hundred Thousand Dollars ($14,500,000.00) (any portion of this sum or the total sum may be referred to hereinafter as the "**LACMTA Funds**") to pay the cost of design and construction of the Project, which categories of allowable construction costs are set forth in **Exhibit C** attached hereto and

incorporated herein by this reference (List of Allowable Construction Costs), plus (ii) Five Hundred Thousand Dollars ($500,000) for LACMTA staff time to perform coordination and review of the Project (collectively, the expenditure for Project design and construction costs and LACMTA staff time may be referred to hereinafter as the "**Allowable Costs**"). LACMTA shall not be responsible for funding any exhibition design or artist commissions associated with the Project. Allowable Costs may have been incurred before the execution date of this Agreement.

5.1 Payment Schedule; Submission of Invoices and Documentation.

5.1.1 Commencing with the Commencement Date, unless otherwise stated in this Agreement, in order to satisfy LACMTA's invoicing requirements for disbursement of the LACMTA Funds, City shall submit to LACMTA an Advance Payment Invoice, and Expenditure and Reconciliation Reports (each, defined below), along with supporting details of expenses, and such other documentation that LACMTA may reasonably require from time to time by written request to City (collectively, "**Invoice and Documentation**"), in accordance with the terms and conditions further detailed in this Section 5.

City shall submit the Invoice and Documentation to:

ACCOUNTSPAYABLE@METRO.NET (preferable)

Or

Mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable – Mail Stop 99-20-2
P.O. Box 512296
Los Angeles, CA 90051-0296

All Invoices and Documentation must contain the following information:

Except for the submission of the first Advance Payment Invoice, the supporting detail for the subsequent submittals that will include an Expenditure and Reconciliation Report must be at a level that will allow LACMTA to understand the type and purpose of activities performed. This includes information about location, materials, services, and equipment, being invoiced and how it relates to LACMTA's stated benefits identified in the Board Report #2019-0575 approved by the LACMTA Board in July 2019.

All Invoices and Documentation should include the wording "Re: Destination Crenshaw's Sankofa Park – City of LA Contract 1120 – LACMTA Funding Agreement FA#MOUCRENSH112000 - Nalini Ahuja, CFO" on the invoice submittals.

5.1.2 Payment Schedule; Initial Payment. LACMTA shall issue the initial payment of LACMTA Funds to City following execution of this Agreement and receipt of an Advance Payment Invoice (defined below) from the City. Subsequent to the initial payment, the processing of payments will generally follow the schedule set forth in the "**Payment Schedule**" attached hereto as **Exhibit D** and incorporated herein by this reference, and shall be made in

conformance with the terms and conditions set forth in this Section 5.1.With respect to the initial payment to be made to City, the amount set forth in the initial Advance Payment Invoice shall not exceed the first payment shown in the Payment Schedule.

5.1.3 Subsequent Payments; Expenditure and Reconciliation Report. Prior to receipt of any payment, City shall submit to LACMTA an "**Advance Payment Invoice**" which shall be on City letterhead, signed by the City Representative, substantially in the form attached hereto as **Exhibit E**, along with an Expenditure and Reconciliation Report, no later than thirty (30) days prior to the end of each advance payment period shown in the Payment Schedule. The "**Expenditure and Reconciliation Report**" shall show: a) the amount of the LACMTA Funds previously advanced to City (each, an "**Advance Payment**"), including the date(s) received, b) how the Advance Payment received during the prior disbursement was used, including reference to the period covered and line item detail (budget vs. actual) for each application of Advance Payment, along with relevant supporting documentation from Consultant and any other Project contractor and subcontractor relating to such expenditures ("**Supporting Documentation**", as further described below), and c) the amount of any remaining unapplied/unused funds from the prior Advance Payment ("**Unused Funds**").

5.1.4 LACMTA Review of Invoices and Documentation. Upon receipt of the Expenditure and Reconciliation Report, LACMTA will have thirty (30) days to review and approve or disapprove the Invoice and Documentation. LACMTA shall use good faith efforts to complete review in a timely manner. Upon completion of its review, LACMTA shall provide written notice to City of its approval or disapproval of the Invoice and Documentation ("**Notice of Decision**"). In the event the Notice of Decision is a disapproval, LACMTA will include an explanation of the basis of the disapproval (e.g., identification of any disallowed expenditure of LACMTA Funds). City shall have fifteen (15) days following the Notice of Decision to submit its revised Invoice and Documentation, including the adjustment of any disallowed expenditure to reflect such amount as Unused Funds in the revised Expenditure and Reconciliation Report. In the event City disagrees with LACMTA's disapproval of any expenditure, City shall provide written notice of its disagreement with LACMTA's Notice of Decision ("**Notice of Rejection**"), and the Parties shall meet and confer in an effort to resolve the dispute. In the event the Parties fail to resolve the dispute within ten (10) days of the date of the Notice of Rejection, the Parties shall follow the dispute resolution process set forth in Section 20 of this Agreement. Until the Parties resolve the dispute, there shall be no further remittance of any Advance Payment from LACMTA to City.

5.1.5 General Standards Applicable to Advance Payment, Invoices and Documentation.

5.1.5.1 Supporting Documentation shall include copies of Consultant, Project contractor and subcontractor invoices, payroll registers, timesheets, purchase orders, receipts and other documents of proof as may be required by LACMTA to validate the amount and allowability of the expenditure of LACMTA Funds.

5.1.5.2 In the event an Expenditure and Reconciliation Report shows Unused Funds remaining (including any undisputed disallowed expenditure that is converted to Unused Funds in a revised Expenditure and Reconciliation Report), then notwithstanding what is

reflected in the Payment Schedule, LACMTA's payment of the next Advance Payment shall be net of the Unused Funds.

5.1.5.3 Any payment of LACMTA Funds to the City shall be used exclusively for Allowable Costs under this Agreement and shall not be commingled by City with other funds from other sources administered by City.

5.2 Use of Funds.

5.2.1 City shall require employees and Consultant, and require Consultant to require any of its Project contractors or subcontractors, to utilize the LACMTA Funds for Allowable Costs only. Notwithstanding anything to the contrary herein, LACMTA acknowledges and agrees that Allowable Costs may include costs incurred prior to the Commencement Date.

5.2.2 City shall prohibit the use of LACMTA Funds for any other projects not specified in this Agreement. Further, City shall prohibit use of LACMTA Funds for any expense or activities beyond Allowable Costs outlined in this Agreement. This provision may be verified by LACMTA through on-going monitoring and through any LACMTA interim and final audits (as further described in Section 19 of this Agreement).

5.2.3 City shall, pursuant to this Agreement, prohibit City's agents, officers, employees, contractors and/or subcontractors, from having a personal interest, direct or indirect in the Project and to comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

5.3 Disbursement of Funds.

5.3.1 Disbursement. LACMTA shall disburse Advance Payments to City upon satisfactory review of an Invoice and Documentation submittal; or, in the event of a dispute as described in Section 5.1.4, LACMTA shall disburse the Advance Payment following resolution of the dispute.

5.3.2 Electronic Payment. LACMTA will make all disbursements to City electronically unless an exception is requested in writing. Disbursements via Automated Clearing House ("**ACH**") will be made at no cost to City. City must complete the ACH form and submit such forms to LACMTA before payments can be made. ACH forms can be found at https://media.metro.net/projects_studies/tod/images/Metro%20ACH%20Form.pdf .

5.3.3 One Time Grant. This is a one-time only grant of LACMTA Funds to City, subject to the terms and conditions agreed to herein. This grant of LACMTA Funds does not imply nor obligate any future funding commitment on the part of LACMTA.

5.3.4 Sources and Disposition of Funds. The obligation of LACMTA to grant LACMTA Funds for Allowable Costs of the Project is subject to sufficient funds being made available for the Project by the LACMTA Board. If LACMTA Funds are not made available for the Project, LACMTA shall have no obligation to provide the LACMTA Funds for the Project unless otherwise agreed to in writing by LACMTA.

5.3.5 Timely Use of Funds / Programming of LACMTA Funds.

5.3.5.1 City must demonstrate timely use of the LACMTA Funds by:

i. The submittal of an Expenditure and Reconciliation Report satisfactory to LACMTA with every Advance Payment Invoice; and

ii. Expending the LACMTA Funds for the Allowable Costs and completing the Project no later than twenty-four (24) months following the Commencement Date.

5.3.5.2 If City fails to meet any of the conditions outlined in this Agreement (subject to any applicable notice and cure periods), the commitment of the LACMTA Funds shall be considered lapsed and the LACMTA Funds allocated by this Agreement will be submitted to the LACMTA Board for de-obligation.

6. Real Property Transfer.

6.1 Transfer of the Property.

6.1.1 Property and Timing of Transfer. In consideration of City's performance of its obligations set forth in this Agreement, LACMTA will transfer to City that certain real property designated as APN 5013-023-900, located at 4444 Crenshaw Boulevard in the City of Los Angeles, County of Los Angeles, California (the "**Property**"), by executing and delivering a Grant Deed, the form of which is attached hereto as **Exhibit F** ("**Grant Deed**") to City no later than the date (the "**Transfer Date**") that is ten (10) days following City's notification to LACMTA that City approves receipt of the Property (the "**Notification Date**"); and City agrees to accept title to the Property, subject to the terms and conditions set forth in this Section 6. As used herein, the term "**Property**" shall mean a fee interest in and to an approximately 10,755 square foot property, as more particularly described and depicted on the legal description attached as Attachment 1 to the Grant Deed, and all improvements, structures, and non-movable fixtures (if applicable) presently located thereon, including, without limitation, the billboard sign erected and operated under the Billboard Lease (defined below), subject to all liens, encumbrances, encroachments, easements, leases, licenses, covenants, conditions, reservations, restrictions, rights and rights-of-way existing as of the Transfer Date, including, but not limited to, the Billboard Lease.

6.1.2 Pre-Transfer Matters. From the Commencement Date through the Transfer Date, LACMTA shall (a) not enter into or amend any contract or agreement, or create any exceptions or encumbrances to title, that will be an obligation affecting the Property subsequent to the Transfer Date without City's prior written consent, (b) provide City with a copy of any written notice it receives from a governmental authority that the Property is in violation of any law applicable (or alleged to be applicable) to the Property, or any part thereof, (c) continue to maintain the Property in the same manner in which LACMTA is currently maintaining the Property, (d) not modify any entitlements related to the Property without City's prior written consent, and (e) perform its material obligations under contracts and agreements that affect the Property to the extent that such obligations are required to be satisfied during the period from the Commencement Date through the Transfer Date.

6.1.3 Property Representations and Warranties. LACMTA hereby represents and warrants to City that, except as otherwise disclosed in writing to City prior to the Notification Date, (i) there is no action or proceeding (threatened in writing or pending), relating to the Property in which LACMTA is named, and, to LACMTA's knowledge, there is no action or proceeding (threatened in writing or pending) against LACMTA relating to the Property, (ii) LACMTA has not received from any governmental authority written notice of any violation of any laws applicable to the Property or any part thereof that has not been corrected, and (iii) there is no tenant, licensee, or any person who has a possessory interest in the Property other than pursuant to the Billboard Lease. The foregoing representations and warranties are made as of the Commencement Date and are remade as of the Transfer Date.

6.2 Property Subject to Billboard Lease; City Assumes Rights and Obligations Related to Billboard Lease. LACMTA has informed City and City is aware that in connection with LACMTA's acquisition of the Property, the Property is subject to that certain Interlocutory Judgment in Condemnation as to Defendant CBS Outdoor LLC entered by the Superior Court of California, County of Los Angeles on May 22, 2014 in Case No. BC510595 (the "**Interlocutory Judgment**"), attached hereto as **Exhibit G**, which provides that LACMTA's interest in the Property is subject to an existing Lease No. 25671 dated October 1, 1975 and Addendum thereto dated April 7, 2012 (collectively, the "**Billboard Lease**"), attached hereto as **Exhibit H**. LACMTA hereby represents and warrants to City that the copies of the Interlocutory Judgment and the Billboard Lease attached hereto are true, correct and complete copies, and neither the Interlocutory Judgment nor the Billboard Lease have been modified, supplemented or amended except as set forth in the copies attached hereto. In connection with the transfer of the Property to City, City agrees it will assume from LACMTA all rights and obligations of LACMTA concerning the Billboard Lease, as set forth in the Billboard Lease and certain rights and obligations of LACMTA set forth in paragraphs 5, 6, 7 and 9 of the Interlocutory Judgment. In furtherance thereto, concurrent with the execution and delivery of the Grant Deed, the Parties agree to execute an Assignment and Assumption of Billboard Lease and Certain Obligations Under the Interlocutory Judgment (the "**Assignment Agreement**") in the form attached hereto as **Exhibit I.**

6.3 Condition of Property; Releases from Liability. City acknowledges and agrees to the following:

6.3.1 Transfer "AS-IS, WHERE IS". The transfer of the Property will be made on an "AS IS, WHERE IS" basis; and, except for the representations and warranties of LACMTA set forth in this Agreement, (a) LACMTA makes no representations or warranties as to the physical condition, title or any aspect of the Property or in connection with any matter relating to its condition, value, fitness, use, or regulations which may be relied directly or indirectly; (b) City acknowledges that it is relying solely upon its own inspection, investigation and analyses of the Property it is receiving and its own verification of the information contained therein in entering into this Agreement and is not relying in any way upon any representations, statements, agreements, warranties or other information or material furnished by LACMTA or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters, except to the extent City is expressly permitted to rely upon any such information or material in writing by the provider of such information or material; and (c) LACMTA shall not be liable for any failure to investigate the Property or for any verbal or written statements,

representations, appraisals, environmental assessment reports or other information furnished to City by LACMTA.

6.3.2 LACMTA Released from Liability. Except as expressly set forth herein or in the Assignment Agreement, City, on behalf of itself and its successors and assigns, its Consultant, and their respective owners, members, officers, directors, employees, consultants, partners, stockholders, contractors, and agents ("**City Releasing Parties**"), agrees that in connection with accepting title to the Property, City irrevocably and absolutely waives its right to recover from, and forever releases and discharges, and covenants not to file or otherwise pursue any legal action against, LACMTA, and its subsidiaries and each of their predecessors and successors, and all of their officers, employees, agents, contractors, assignees, and representatives, from, any and all claims, liabilities, demands, damages, causes of action, costs, and expenses (including without limitation, reasonable experts' and attorneys' fees) or costs of whatever kind or nature, whether direct or indirect, known or unknown, contingent or otherwise that may arise on account of or in any way be connected with the Property or any portion thereof, including without limitation, any claim in connection with the Billboard Lease or Interlocutory Judgment (collectively, the "**Released Claims**") including, without limitation, the physical, environmental and structural condition of the Property or any law or regulation applicable thereto, or any other matter relating to the use, presence, discharge or release of Hazardous Materials on, under, in, above or about the Property, and any Released Claim suffered by reason of the theories of impairment of access, inverse condemnation, eminent domain, property damages, loss of income, loss of business goodwill, relocation assistance pursuant to Federal and/or State law and implementing regulations or otherwise.

It is City's intention in executing this Agreement and accepting title to the Property that it shall be effective as a bar to each and every Released Claim, and in furtherance of this intention City on behalf of itself and the City Releasing Parties, waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

City's Initials

6.3.3 Transit Proximity Waiver.

6.3.3.1 Description of Transit Proximity Risk. City acknowledges that the Property is adjacent or proximate to CLAX and operations of LACMTA and public and private transit lines on, over, or under the LACMTA ROW. City further acknowledges that, in connection with the use and development of the Property, City and its tenants, successors and assigns, and all users of the Property may be subjected to disturbance, inconvenience, annoyance and nuisance commonly associated with or commonly related to: (a) the construction, operation, expansion, use, repair, maintenance, replacement, reconstruction or any increased, operations, use or

provision of transit services on or of the LACMTA ROW; (b) the operation of bus service, any subway, light rail or other public or private transit lines and/or other public or private transit service in, on, over, or under the LACMTA ROW; and (c) the activities of LACMTA, its successors and assigns and their transit patrons, board members, officers, directors, employees, agents, consultants, contractors, invitees and guests (collectively, "**LACMTA Transit Parties**") in and around the LACMTA ROW. Any such disturbance, inconvenience, annoyance and nuisance commonly associated with or commonly related to the matters described in (a) through (c) are collectively referred to hereinafter as the **"Transit Proximity Risks"**. The Transit Proximity Risks include all: (i) vehicle exhaust; (ii) noise, vibrations and odor (including, without any limitation whatsoever, noise, vibrations and odor from the operation of the Project, and all other noise, vibrations and odor commonly associated with a subway, bus or other public or private transit operation); (iii) other noise sources (including without any limitation whatsoever, from any LACMTA Transit Parties); (iv) lighting from the LACMTA ROW; and (v) as such Transit Proximity Risks set forth in (i) through (iv) above may be increased from time to time. Transit Proximity Risks exclude claims arising from the negligence or willful misconduct of the LACMTA Transit Parties. The term "LACMTA" as used in this Section 6.3.3.1 shall include: (a) any transit company validly operating public or private transit lines on, over, or under the public streets, sidewalks or rights-of-way surrounding the LACMTA ROW or within or in proximity to the LACMTA ROW or which operates or maintains CLAX; (b) any other persons employed, retained or engaged by LACMTA for that purpose, or for the purpose of maintaining, repairing, restoring or reconstructing the LACMTA ROW or CLAX, and (c) LACMTA's successors and assigns.

6.3.3.2 Transit Proximity Risk Release. City, on behalf of itself and the City Releasing Parties, hereby releases and waives all claims, including claims of remediation, against LACMTA Transit Parties for any loss sustained by, or any damage to or injury of, City or the Property, arising out of the Transit Proximity Risks. In connection with and to the extent of the foregoing release and waiver, City, on behalf of itself and the City Releasing Parties, waives the benefit of California Civil Code § 1542, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

City's Initials

6.3.3.3 Survival. The terms and conditions included in this Section 6.3 shall survive the expiration or termination of this Agreement.

7. Project Costs. Notwithstanding LACMTA's contribution of the LACMTA Funds as described herein, City agrees that it or Consultant shall be responsible for all Costs associated with the Project (subject to the $500,000 allocated by LACMTA for LACMTA staff time in connection with the Project), including but not limited to, all Costs associated with the operation and maintenance of the Project.

8. Project Standards. City shall require that any Design, Construction or operation of the Project shall be performed in accordance with the following standards and requirements:

8.1 All work on the Project (with the exception of any Rearrangements, which are specifically addressed in Section 13) will conform with City Standards. City agrees to require adherence to the City Standards by Consultant and will include those requirements in its contracts with Consultant (and require Consultant to require adherence to the City Standards by its contractors and subcontractors).

8.2 Should any Construction of the Project require a Rearrangement, as mutually determined by City and LACMTA, City shall consult with the LACMTA Representative in establishing the schedule for Design and Construction of any Rearrangement; provided, however, the schedule shall be consistent with LACMTA's schedule for any ongoing construction of a Transit Project (including CLAX), as determined by LACMTA.

8.3 Notwithstanding City inspection or approval of any Design or Construction, all work performed for the Design or Construction of any portion of the Project that is within twenty five (25) radial feet of the center line of the CLAX track shall be subject to LACMTA inspection and final approval pursuant to Section 10 herein. LACMTA also may inspect the Construction of Rearrangements undertaken by City or Consultant to ensure that the work has been performed in accordance with the LACMTA-approved Designs.

8.4 The Design, Construction or operation of the Project shall be coordinated with LACMTA so as not to interfere with the continuous, on-going construction of any Transit Project (including CLAX) being performed by LACMTA or its contractors, or any continuous, ongoing safe operations of any completed Transit Project (including CLAX)

8.5 The Design, Construction or operation of the Project shall not result in any increased cost or expense to be borne by LACMTA in connection with its construction or operation of any Transit Project.

8.6 City is responsible for ensuring that Consultant is in compliance with insurance, business tax registration certificate and prime contractor provisions as set forth in the City-Consultant Agreement (and require Consultant to require compliance with such requirements by its contractors and subcontractors with respect to similar requirements in its contracts).

9. Design Criteria, and Maintenance. The Design and Construction of the Project and any City Facilities related to the Project (including utilities, street and sidewalk restoration, traffic control, and any repair, replacement, or other construction of City Facilities) shall be made at City's or Consultant's sole responsibility and expense, to conform to the City Standards then in effect.

10. LACMTA Review. CITY shall provide to LACMTA for its review and approval, all Design and Construction plans for any portion of the Project that is within twenty five (25) radial feet of the center line of the CLAX track prior to the commencement of any Construction work. LACMTA review and approval herein shall be in accordance with the process and timeline set forth for Rearrangements in Section 13.4 LACMTA will not arbitrarily or capriciously withhold

or delay any LACMTA action or approval that is required under this Agreement to complete the Project.

11. Construction Requirements. City agrees that with respect to all Construction associated with the Project, it shall (or shall require Consultant to):

11.1 Obtain, prior to commencement of Construction of the Project, all required federal, state and municipal permits, licenses and approvals;

11.2 Comply in all material respects with all applicable federal, state, and local laws, regulations, building codes and ordinances and with the terms and conditions of all permits and approvals applicable to the Construction; and

11.3 Cause all Construction to be performed in a safe and workmanlike manner.

12. Means and Methods; Safety. Subject to the rights of LACMTA hereunder, including but not limited to the rights to review and approve any Design and Construction plan that impacts any LACMTA Facility to the extent provided in this Agreement, as between City and LACMTA, City shall have sole responsibility for, and control over, all construction means, methods, sequences, techniques and procedures, including all safety programs and precautions, in connection with the Design and Construction of the Project, and LACMTA shall have no responsibility or liability therefor. No approval by LACMTA or its engineers or consultants of any Design or Construction plans for the Project or other submittals shall be deemed to create any responsibility by LACMTA or its engineers or consultants for such items or any deficiencies therein, nor shall such approval be deemed to release City from any of its obligations hereunder, nor be deemed a waiver by LACMTA of any rights other than the right to approve the item in question based on the information submitted. This Section 12 does not apply to any Rearrangements for which LACMTA performed the Design and Construction.

13. Rearrangements. In the event the Parties mutually determine that a LACMTA Facility is a Conflicting Facility that will require Rearrangement, the following shall apply:

13.1 Unless otherwise determined by LACMTA in its sole discretion, City shall (or shall require Consultant to) design and construct all Replacement Facilities, subject to LACMTA's review and approval.

13.2 The Design of any Replacement Facilities shall be in accordance with LACMTA Standards.

13.3 The Costs of any Rearrangements shall be borne by City or Consultant.

13.4 The Parties will develop a mutually agreeable process and schedule for the submittal of plans and specifications for each Rearrangement at the preliminary engineering, design development and final design stages and for LACMTA review and approval or comment regarding same, consistent with the requirements of this Agreement:

13.4.1 Within seven (7) working days after receipt of a Design submittal for a Replacement Facility: (a) LACMTA shall inform City whether the plans and specifications are

sufficiently complete for LACMTA review purposes, and (b) if not sufficiently complete, LACMTA shall so notify City, or return the plans and specifications to City together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. If no such notice or return is received by City within such seven (7) working days, the plans and specifications shall be deemed complete and acceptable for review purposes.

13.4.2 Within twenty (20) working days after receipt of each submittal, LACMTA shall review and approve the plans and specifications or transmit its comments in the form of a comment matrix and annotated plans (as appropriate) to City. If no comments are received within such period, the submittal shall be deemed complete and satisfactory to, and approved by, LACMTA. Before the twenty (20) working days review period ends, LACMTA and City may agree to an extension of the review period, should the workload or lack of sufficient information for review justify the extension. City will ensure that LACMTA comments are resolved prior to resubmittal. The next submittal will include the comment matrix confirming the resolution of LACMTA comments.

13.5 If LACMTA determines that due to the specialized nature of the Rearrangement, LACMTA (or its consultant and/or contractors) should design and construct a specific Replacement Facility, City shall issue a Work Order to LACMTA, upon receipt of which LACMTA shall proceed to perform the Design and Construction of such Replacement Facility, and coordinate with City to ensure the work for the Rearrangement is consistent with the Project schedule.

14. LACMTA Inspection. LACMTA shall have the right, but not the obligation, to have its engineers, consultants and other representatives present on the Property and the Project during the performance of any Project work, including any monitoring affecting a LACMTA Facility or LACMTA ROW. City hereby grants LACMTA, its engineers, consultants and other representatives the right to access the Property and observe the Construction of the Project during business hours upon 24 hours prior notice in order to inspect the Construction, subject to compliance with safety rules imposed by City or Consultant and the execution and delivery of any requested standard release or indemnification agreements. Without limiting the generality of the foregoing, such access by LACMTA, its engineers, consultants and representatives shall not hinder or interfere with the Construction of the Project.

15. Damage to LACMTA Facility.

15.1 City shall (or shall require Consultant to) Design and Construct the Project so that there is no material damage to any LACMTA Facility or material detrimental impact to a Transit Project. If, at any time during the Construction of the Project, there is material damage to a LACMTA Facility or LACMTA becomes aware of a material detrimental impact to a Transit Project, City/Consultant shall immediately stop performance of the Project work, and investigate the damage. City/Consultant shall determine the repair plan and shall not re-commence work in the area of the damage until LACMTA has approved in writing City/Consultant's assessment of the damage and proposed plan, which approval shall not be unreasonably withheld, conditioned or delayed.

15.2 City/Consultant shall promptly repair, at City's or Consultant's expense (and LACMTA hereby grants a license to LACMTA ROW upon which such damaged LACMTA Facility is located for such purpose), any such damage. At LACMTA's election in its sole and absolute discretion, LACMTA may itself repair such damage (or contract for the repair of any such damage), in which case, subject to City's approval in advance and in writing of the costs of such repairs, either: (a) City shall reimburse LACMTA for the costs of such repairs within 60 days after billing to City; or (b) LACMTA shall deduct the costs of such repairs from the LACMTA Funds.

16. LACMTA Not Liable for Damages. LACMTA shall not be liable to City for damages to City for Project delays.

17. "As-Built" Drawings. City shall (or shall require Consultant to) maintain a set of "as-built" plans and "working drawings" of the Project during the progress of Construction, which shall be subject to LACMTA review.

18. Indemnity, Warranties and Insurance.

18.1 Indemnity.

18.1.1 City agrees to indemnify, defend, and hold harmless LACMTA and its subsidiaries and each of their respective elected and appointed directors, officers, employees, agents, consultants, and contractors (collectively, "**LACMTA Parties**") against any and all liability, expenses (including, without limitation, reasonable attorneys' fees through all appeals), claims, losses, suits and actions of whatever kind, and for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage (collectively, "**Claims**") arising from or in connection with (a) the Project's Design or Construction, or performance of any work undertaken by City or Consultant in connection with the Project; and (b) City's or Consultant's release, handling, treating, or disposing of Hazardous Materials in connection with the Construction of the Project.

18.1.2 LACMTA agrees to indemnify, defend, and hold harmless City, its departments, officers, agents, consultants, contractors and employees from and against any and all Claims arising from or in connection with (a) LACMTA's Design or Construction of any Rearrangements hereunder; and (b) LACMTA's or its contractor's release, handling, treating, or disposing of Hazardous Materials in connection with the Construction of any such Rearrangements.

18.1.3 In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the Parties hereto, as between themselves and pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, hereby contract out of Section 895.2 of said Code and agree to indemnify and defend the other in accordance with the terms of this Section 18.1 for the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by a negligent or wrongful act or omission of a Party occurring in the performance of this Agreement to the same extent that such Party would be responsible under this Section 18.1. Additionally, the provisions

of Section 2778 of the California Civil Code are hereby deemed a part of this Agreement as if fully set forth herein.

All the provisions of this Section 18.1 shall survive the termination of this Agreement.

18.2 Warranty. City shall (or shall require Consultant to) provide warranties to LACMTA as follows, to the extent applicable:

18.2.1 Warranties that any Project work affecting the structural stability of LACMTA ROW, or any Rearrangements for which City/Consultant performed the Design or Construction shall be free from defect. Said warranty is for a period of two (2) years following LACMTA acceptance.

18.2.2 In connection with Rearrangements performed by City/Consultant, any warranties supplied by Consultant shall be made for the benefit of both City and LACMTA.

18.2.3 Pursuant to the warranties provided hereunder and for the warranty period only, City shall (or shall require Consultant to), at City's or Consultant's sole expense, as applicable, (a) remedy any damage to LACMTA ROW to the extent of any damage caused by the Project during the warranty period; and (b) remedy any discovered defect in a Rearrangement.

18.3 Insurance Requirements. City shall require Consultant to name LACMTA as an "additional insured" on all insurance policies obtained and maintained by Consultant in connection with the Project.

19. Audit Rights and Inspection of Records.

19.1 LACMTA Audit Rights; Final Audit. LACMTA (and its authorized representatives) shall have the right to inspect, audit and copy, during normal business hours, and upon reasonable notice, City records relating to its use of the LACMTA Funds for the Project, including records regarding expenditures occurring: (a) prior to the Commencement Date, or (b) from the Commencement Date through and until expiration of three (3) years after completion of the Project. By providing any of its records to LACMTA for examination, CITY represents and warrants that such records are accurate and complete.

19.1.1 City agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). City's Expenditure and Reconciliation Report submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (to be provided to City) and Office of Management and Budget ("**OMB**") Circular A-87. The allowability of costs for City's contractors, consultants and suppliers submitted to LACMTA through City's Expenditure and Reconciliation Reports shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulations, Subpart 31 (FAR), whichever is applicable. Any use of the LACMTA Funds which is expressly prohibited under this Agreement shall be an ineligible use of the LACMTA Funds and may be disallowed by LACMTA audit. City's records are those records related to the Project and maintained by City in the normal course of City's business and shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering

negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "**City Records**"). City Records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such City Records subject to audit shall also include, without limitation, those City Records deemed necessary by LACMTA to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Project. These City Records must be retained by City for three (3) years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

19.1.2 LACMTA will commence a final audit within six (6) months of receipt of an acceptable final Invoice and Documentation, provided the Project is ready for final audit (meaning all LACMTA Funds have been expended for Allowable Costs, which have been paid by City or Consultant, and such Allowable Costs and related Invoices and Documentation are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization, including actual indirect rates for the period covered by the Agreement period under review).

19.1.3 The Parties shall mutually agree upon any financial adjustment found necessary by any audit. If the Parties are unable to agree on such adjustment, then the matter shall be resolved pursuant to Section 20 hereof.

19.2 Audit Rights Related to Consultant. City shall require Consultant (and Consultant shall require all Consultant Parties (defined below)) to comply with the requirements of Sections 19.1 above. City shall require Consultant (and Consultant shall require all Consultant Parties) to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project. Accordingly, City shall require that Consultant:

19.2.1 Give LACMTA the right to conduct audits of Consultant's use of the LACMTA Funds for the Project;

19.2.2 Maintain a complete and accurate system of accounting records, maintained in accordance with Generally Accepted Accounting Principles with respect to the Project (collectively, "**Project Records**"), all of which shall be satisfactory to LACMTA. These Project Records shall include but not be limited to: all documentation supporting requests for LACMTA Funds, a general ledger, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence relied upon to substantiate charges related to the Project. The accounting records and other documentation supporting the Consultant's use of LACMTA Funds for the Project shall be in sufficient detail to allow for independent third party verification;

19.2.3 Retain all Project Records for not less than three (3) years after the date of final payment of funds contemplated by this Agreement by LACMTA to City;

19.2.4 Permit LACMTA and its duly authorized representatives, upon prior written notice, to examine, or cause to be examined, all Project Records in either hard copy or electronic format and to interview employees, agents, and representatives of Consultant, and/or Consultant's employees, contractors, subcontractors, agents, or representatives ("**Consultant Parties**") with respect thereto;

19.2.5 Insert into any contracts entered into by Consultant or Consultant Parties for the performance of work for the Project, the requirements set forth in this Section 19.2, and also a clause requiring their respective contractors to include the above requirements in any subcontracts or purchase orders.

19.3 Right to Withhold LACMTA Funds. Subject to Section 22.1 below, LACMTA shall have the right to withhold the LACMTA Funds if a LACMTA audit determines that Consultant and/or Consultant Parties failed to comply with the use of the LACMTA Funds for the Project (such as misusing LACMTA Funds or failure to return LACMTA Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by any City-Consultant Contract. Notwithstanding anything to the contrary herein, LACMTA acknowledges and agrees that (a) City shall have the right to replace (or require the replacement of) Consultant and/or any Consultant Party in the event that Consultant and/or any Consultant Party is in default of any of the terms and conditions of this Agreement or the City-Consultant Agreement, and (b) provided that City or such replacement Consultant and/or Consultant Party has cured (or is curing) the applicable default pursuant to Section 22.1 below, LACMTA shall not withhold the LACMTA Funds and shall continue to disburse the LACMTA Funds in accordance with the terms and conditions of this Agreement.

20. Resolution of Disputes.

20.1 If a dispute arises under this Agreement, the following procedures shall apply: (a) either Party may invoke the dispute resolution procedure set forth in this Section 20; and (b) the Parties shall make reasonable efforts to informally resolve disputes at the staff level prior to the issuance of a formal written statement of dispute under the procedures set forth in this Section 20.

20.2 Within thirty (30) calendar days after the date of any action which leads to or generates a dispute (or after the date that efforts to informally resolve a dispute failed), either Party may submit a written statement of dispute to the other Party setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's technical and legal position regarding the dispute, and the relief requested. The Deputy City Engineer, Bureau of Engineering, shall serve as Dispute Resolution Manager for City. The Chief Program Management Officer and the Executive Officer – CLAX Project, shall serve as Dispute Resolution Manager for LACMTA. The written statement of dispute shall be mailed by the Dispute Resolution Manager for the disputing Party to the Dispute Resolution Manager for the other Party.

20.3 The Dispute Resolution Managers shall have thirty (30) calendar days to resolve the dispute from the date of receipt of the written statement of dispute. The resolution of the dispute shall be memorialized in writing.

20.4 Except and to the extent either authorized Dispute Resolution Manager advises to the other Party in writing, the Parties shall diligently perform under this Agreement pending the completion of these dispute resolution procedures.

20.5 If the Dispute Resolution Managers are unable to resolve the dispute within thirty (30) calendar days of receipt of the written statement of dispute, the Parties may pursue resolution through appropriate higher level officers of City and LACMTA.

20.6 If a dispute arises under this Agreement that LACMTA deems to significantly impact the CLAX operations or City deems to significantly impact the Project, the Dispute Resolution Managers shall promptly resolve any such disputes.

20.7 The timeframes set forth above for reporting and resolution of disputes may be extended by mutual agreement of the Parties and such agreement shall be memorialized in writing.

20.8 The dispute resolution provisions of this Agreement are not binding and shall not be interpreted or construed as limiting any of the rights or remedies afforded to the Parties by law.

20.9 Should the Parties fail to resolve the dispute as set forth in Section 20.1-20.8, the Parties agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the Parties prior to initiation of any legal action on the part of either Party with respect to this Agreement, any of its provisions, and/or its enforcement. The costs of such mediation shall be shared equally by each Party.

21. Default Definitions.

21.1 City Default. A City Default under this Agreement is defined as City's failure to comply with the terms and conditions contained herein ("**City Default**").

21.2 LACMTA Default. A LACMTA Default under this Agreement is defined as LACMTA's failure to comply with the terms and conditions contained herein ("**LACMTA Default**").

22. Remedies for Default.

22.1 Remedies for City Default.

22.1.1 In the event of a City Default, LACMTA shall provide written notice of such City Default to City with a 30-day period to cure the applicable City Default. In the event City fails to cure the applicable City Default within such 30-day period, or to commit to cure such City Default and to commence the same within such 30-day period, LACMTA shall have the following remedies: (a) LACMTA may terminate this Agreement; (b) LACMTA may cease disbursements of LACMTA Funds to City; and/or (c) LACMTA may recover from City any LACMTA Funds previously disbursed to City, except to the extent such LACMTA Funds have already been disbursed by City to Consultant, in which case, LACMTA's sole remedy to recover those LACMTA Funds will be to seek those LACMTA Funds directly from Consultant In the event of a City Default, City shall only be required to refund LACMTA Funds to the extent that it has such LACMTA Funds in its possession and control. LACMTA Funds already disbursed to

Consultant are no longer in City's possession or control. City shall incorporate a provision into the City-Consultant Agreement that bestows on LACMTA third party beneficiary rights to enforce the intent of subsection (c) of this Section 22.1.1.

22.1.2 Effective upon receipt of written notice of termination of this Agreement to City from LACMTA pursuant to Section 22.1.1 above, City shall not disburse any further LACMTA Funds to Consultant. Any LACMTA Funds disbursed by City to Consultant after City's receipt of written notice of termination, and acknowledgement of receipt of such notice from City, shall be the sole responsibility of City.

22.1.3 The remedies described in this Section 22.1 in favor of LACMTA are LACMTA's sole and exclusive remedies in the event of a City Default. For the avoidance of doubt, notwithstanding anything to the contrary herein, City's liability to LACMTA under this Agreement shall be limited to the actual amount of LACMTA Funds then held by City at the time of the applicable City Default and not disbursed to Consultant in violation of Section 22.1.2 above, provided that should LACMTA be required to recover LACMTA Funds directly from Consultant, City shall cooperate with LACMTA in connection with such recovery, including, but not limited to, providing any and all information reasonably requested by LACMTA regarding the LACMTA Funds disbursed to Consultant.

22.2 Remedies for LACMTA Default. In the event of a LACMTA Default, City shall provide written notice of such LACMTA Default to LACMTA with a 30-day period to cure the applicable LACMTA Default. In the event LACMTA fails to cure the applicable LACMTA Default within such 30-day period, or to commit to cure such LACMTA Default and to commence the same within such 30-day period, City shall have the following remedies: (a) City may terminate this Agreement; and/or (b) City may enforce specific performance against LACMTA.

23. Notices. Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery, facsimile, e-mail, federal express (or similar overnight delivery service), overnight courier or by depositing such notice in the United States first class mail, certified, with return receipt requested, postage prepaid and addressed as follows:

City: City of Los Angeles
Bureau of Engineering,
Department of Public Works
1149 S. Broadway, Suite 800, MS 507
Attn: Steven Fierce, AIA,
Principal Architect
Phone No.: 213-485-4402
Email: steven.fierce@lacity.org

LACMTA: Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza, MS 99-17-1
Attn: Bryan Pennington, Interim Chief
Program Management Officer

Phone No.: (213) 922-7449
Email: PenningtonB@metro.net

Either Party may, by written notice to the other, designate a different address which shall be substituted for the one specified above. If any notice or other document shall be sent by certified mail as set forth above, then it shall be deemed to have been effectively served or delivered seventy-two (72) hours following the deposit of such notice in the United States mail in the manner set forth above. If any notice or other document shall be sent by facsimile or e-mail, then it shall be deemed to have been served or delivered upon electronic confirmation of transmission for facsimile or upon transmission for e-mail; provided that facsimile and e-mail notices shall be confirmed by a follow-up notice using approved methods hereunder within seventy-two (72) hours and provided further that subject to the foregoing if such transmission occurs on a weekend or holiday or after 5:00 p.m. on a weekday, it shall be deemed to have been received at 8:00 a.m. on the immediately following business day.

24. General Provisions.

24.1 Governing Law. This Agreement is entered into in and under the laws of the State of California and shall be interpreted in accordance therewith.

24.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

24.3 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties. Neither Party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Notwithstanding anything to the contrary herein, LACMTA acknowledges that City may require Consultant to perform certain obligations of City set forth herein in accordance with the terms of the City-Consultant Agreement; however, no such requirements shall constitute an "assignment" of the City's obligations under this Agreement to Consultant.

24.4 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its clear meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays unless otherwise specified herein. The captions of the various Sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

24.5 Incorporation of Exhibits. Except as intentionally omitted, all **Exhibits** attached hereto and referred to herein are incorporated into this Agreement as though fully set forth herein.

24.6 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

24.7 No Waiver. No waiver of any Party's Default shall constitute a waiver of any other Party Default (or breach) whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise. The failure of either Party to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by either Party of any Party Default (or breach) of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

24.8 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

24.9 Invalidity; Severability. If any portion of this Agreement is declared as invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect unless any of the stated purposes of this Agreement or the Parties intent for entering into this Agreement would be defeated.

24.10 Authority to Enter Agreement. Each Party has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party. Each individual executing this Agreement hereby represents and warrants that they have the capacity set forth on the signature pages hereof with the full power and authority to bind the Party on whose behalf they are executing this Agreement to the terms hereof.

24.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, with respect to the subject matter hereof are hereby superseded and merged herein. The preceding sentence shall not affect the validity of any instrument executed by the Parties in the form of the Grant Deed attached hereto.

24.12 Venue. In the event of any court action to enforce or interpret this Agreement, the sole and exclusive venue shall be the Superior Court of the County of Los Angeles and the Parties hereby agree to and do hereby submit to the jurisdiction of such court.

24.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document, which shall be binding and effective as to each of the Parties hereto. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

24.14 Capacity of City. Notwithstanding anything to the contrary in this Agreement, the capacity of City under this Agreement shall be City acting solely in its proprietary, non-regulatory capacity, and any obligations or restrictions imposed by this Agreement on City shall be limited to that capacity and shall not relate to or otherwise affect any activity or right of City in its

governmental or regulatory capacities, including enacting laws, inspecting structures, processing and considering entitlement applications, reviewing and issuing permits, and all other legislative, quasi-legislative, administrative or enforcement functions of City pursuant to federal, state or local law.

By signature below, the Parties have entered into and agreed to and accepted the terms and conditions of this Agreement as of the Commencement Date.

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of Public Works, Bureau of Engineering, and its Department of General Services

By: Gary Lee Moore
Name: Gary Lee Moore
Title: City Engineer
Date: 07/29/2021

By: FOR TMR
Name: Tony M. Royster
Title: General Manager
Date: 7-30-21

APPROVED AS TO FORM:

MICHAEL N. FEUER
City Attorney

By: Edward M Jordan
Name: Edward Jordan
Title: Assistant City Attorney
Date: 7-15-2021

ATTEST:

HOLLY L. WOLCOTT
City Clerk

By:
Deputy
Date: 7-30-21

[signatures continue on following page]

METRO:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Stephanie Wiggins, Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy

Exhibit A

Destination Crenshaw Rendering

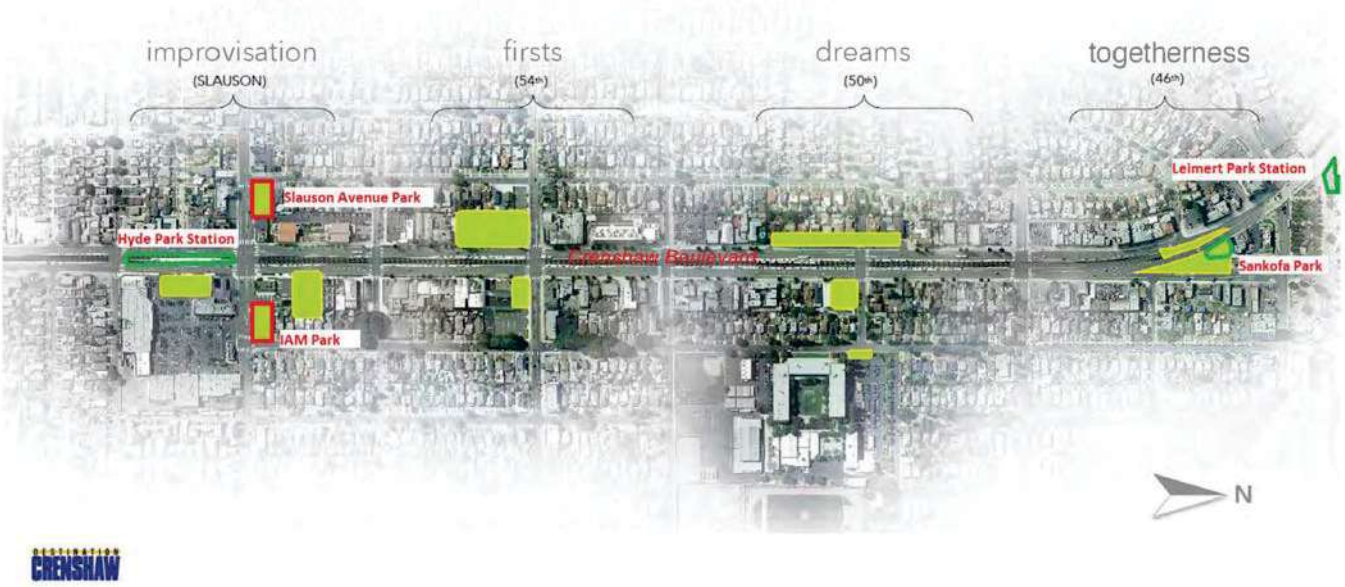
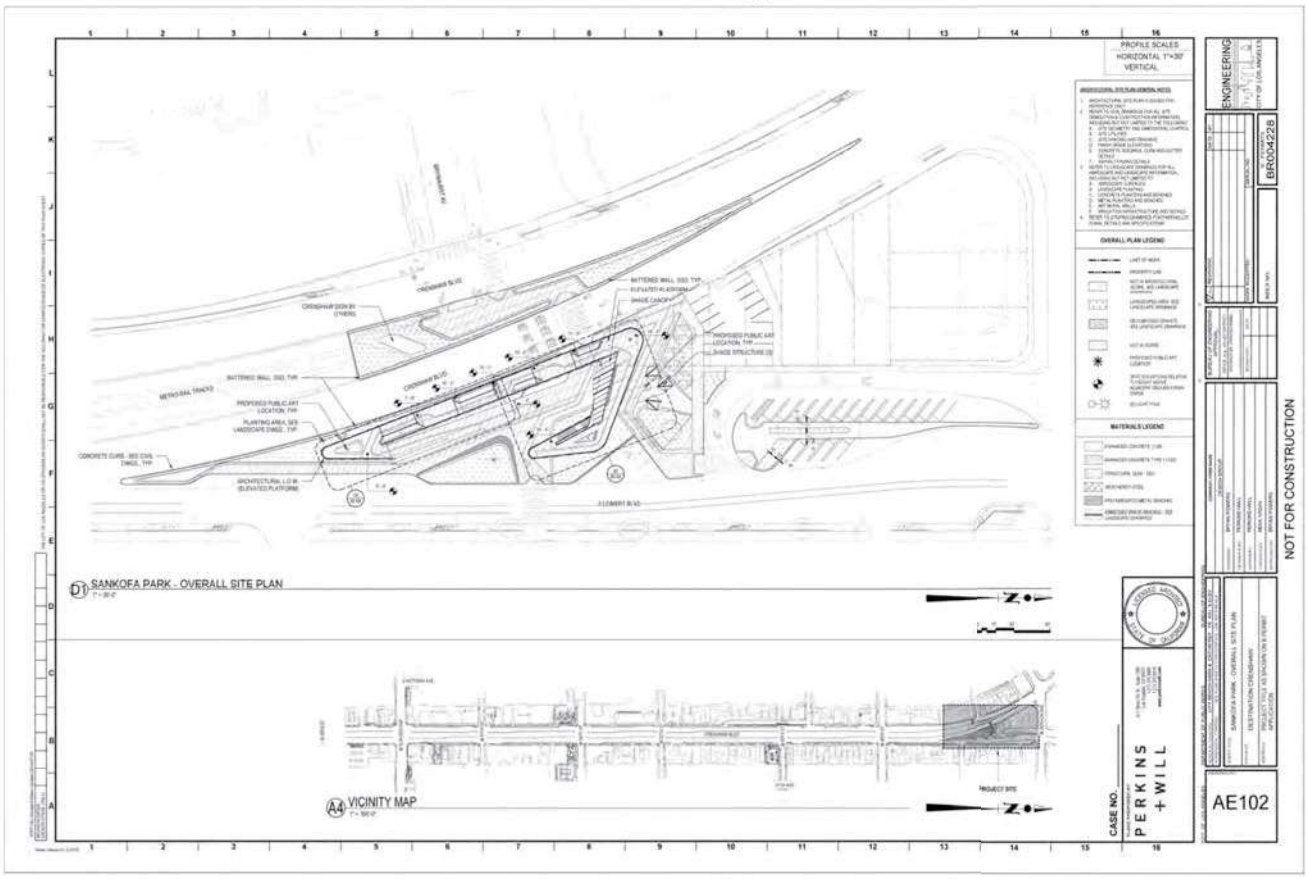


EXHIBIT A
[Destination Crenshaw Rendering]

Exhibit B

Sankofa Park Renderings



20835908.1
234416-10001

EXHIBIT A

[Destination Crenshaw Rendering]

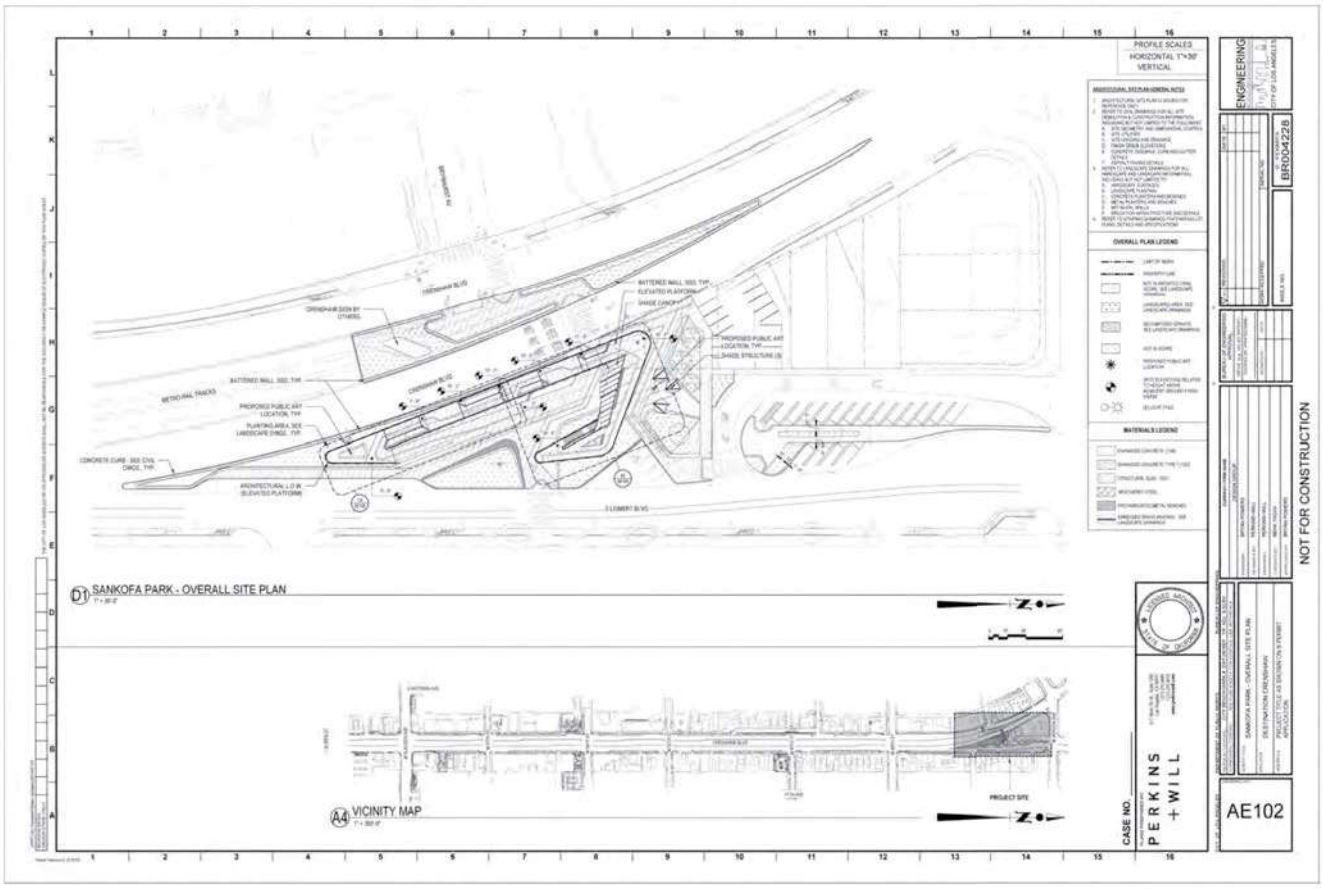


EXHIBIT B

[Sankofa Park Renderings]

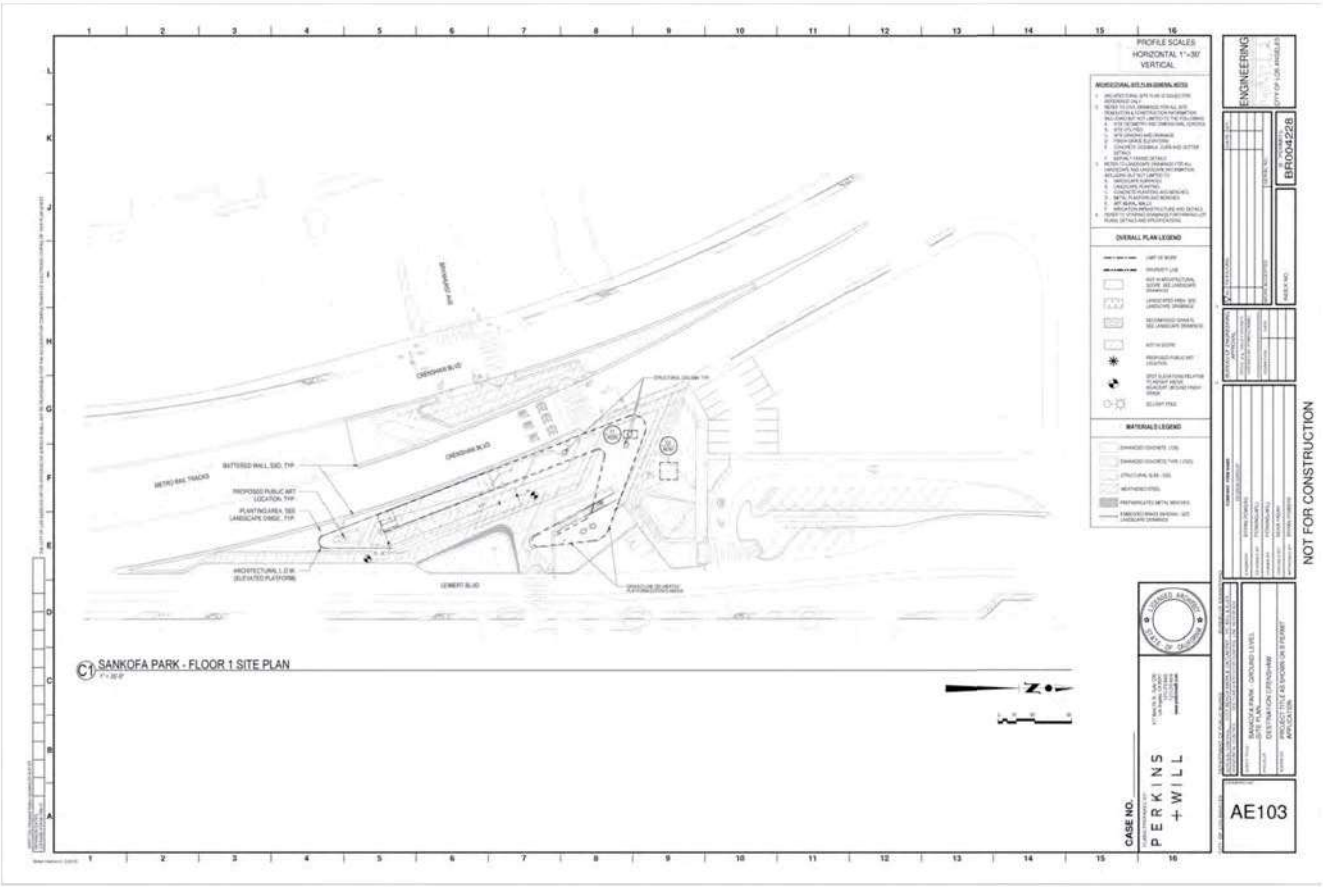


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EXHIBIT B
[Sankofa Park Renderings]

EXHIBIT B
[Sankofa Park Renderings]

EXHIBIT B
[Sankofa Park Renderings]

[MISSING IMAGE]

EXHIBIT B
[Sankofa Park Renderings]

EXHIBIT C

LIST OF ALLOWABLE CONSTRUCTION COSTS

[Attached]

EXHIBIT C
LIST OF ALLOWABLE CONSTRUCTION COSTS

Allowable and Unallowable Costs

Allowable Costs

A. To be eligible for payment under this Agreement, expenditures must be made in compliance with the principles set forth below:
    1. Clearly defined costs for the construction of public improvements in the public right of way or on publicly owned property;
    2. Clearly defined costs shall specifically identify the public improvement, including details of the location of the improvement.
    3. Should the City propose to use funds under this Agreement for improvements located on privately owned property, the City will be required to obtain approval of the LACMTA prior to authorizing the use of funds. LACMTA will make a determination whether a public benefit is derived from the use of the funds. The City may be required to provide the LACMTA with information to assist with the determination.
    4. Costs should be necessary and reasonable for the proper and efficient construction of the Project. LACMTA shall have final authority to determine in good faith whether an expenditure is "necessary and reasonable." Eligible costs include physical improvements necessary and reasonable to complete the Project such as but not limited to:
        a. Grading
        b. Excavation
        c. Concrete
        d. Framing
        e. Electrical work
        f. Carpentry
        g. Roofing
        h. Landscaping/irrigation
        i. Erosion control
        j. Construction fencing
        k. Site preparation including footings
        l. Site construction including reinforced steel and similar materials, structural steel, steel shade canopies
        m. Site utilities including storm drainage 35130 and tunnel sump pump discharge lines
        n. Site furnishings – including metal benches
        o. Waterproofing
        p. Foundation drainage
        q. Painting - shade canopy, gate, fence
    5. Conform to the limitations within this Agreement and to any governing statutes, regulations and ordinances.
    6. Be fully documented and determined to be in accordance with standard accounting procedures.
    7. Not to be billed to any other private or government funding source.

Unallowable Costs

B. The following costs, among others, are specifically not allowable:

1. Public art including conceptual design, requisition, installation, selection or commissioning of artists
2. Contributions and donations
3. Travel and entertainment: Costs of travel, amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
4. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations.
5. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, refinancing of property or of facilities, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, other than those specifically allowed in advance.
6. Membership Expenses: Membership expenses are specifically disallowed.
7. Meeting Attendance: City staff costs of attending meetings with the Metro, and/or its consultants, and City's staff and/or subcontractors.
8. Losses: Due to theft, vandalism and/or misconduct of CONSULTANT's staff.
9. Losses due to delay: Lack of scheduling, coordinating, and monitoring.
10. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedure (when competitive bidding is required) unless specifically waived by the City.
11. Operating license fees.
12. City's program staffing and personnel costs.
13. Non-maintenance equipment costs.
14. Furnishings.
15. Utility costs during construction such as water and power.
16. Personal hygiene products such as: toilet paper, tissue, hand towels, bars of soap, and liquid soap.
17. Maintenance or service costs relating to security alarm/security systems.
18. Pension, health, vacation, sick leave, or other benefits for maintenance staff.
19. Interest
20. Legal fees
21. Accounting fees

Reimbursements or payments for expenditures which are determined by LACMTA to be unallowable must be immediately returned to LACMTA.

EXHIBIT D

PAYMENT SCHEDULE

[Attached]

CONTRACT AMENDMENT

PROJECT BUDGET AND PAYMENT SCHEDULE

Phase	Expense	Cost	Source of Fund	Scope of Work	Deliverables	Advance Payment *	Q2 2021 release **	Q3 2021 release 9/13/21 **	Q4 2021 release 12/15/21 **	Upon Completion	Notes
Pre-Construction	Perkins & Will Design Fees	$ 1,500,000	City	- Architectural design - Art curation - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, survey, traffic study progress	$ 1,380,000				$ 120,000	*8% held until completion*
Pre-Construction	Perkins & Will Design Fees	$ 135,390	State	- Architectural - Structural engineering - Civil engineering - Landscape design - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, art curation, printing, travel	$ 124,559				$ 10,831	*8% held until completion*
Pre-Construction	Sankofa Park Design Fees	$ 300,000	LA Metro	- Architectural design - Structural engineering - Civil engineering - Landscape design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, presentations, approval/permit process management	$ 276,000				$ 24,000	*8% held until completion*
Pre-Construction	Owner's Representative Fees	$ 76,900	State	Consulting Services	Monthly activity reports	$ 70,748				$ 6,152	*8% held until completion*
Pre-Construction	PCL Construction Fees - Testing, Mapping, Mobilization	$ 95,000	State	Pre-Construction Services	Materials testing, underground utility mapping, and field office set-up	$ 87,400				$ 7,600	*8% held until completion*
Pre-Construction	Artist Fees	$ 1,569,175	State	25% of first 10 permanent art commissions total budget	Signed contracts from artists	$ 1,443,641				$ 125,534	*8% held until completion*
Construction	P&W Anticipated Design Fees	$ 150,900	State	- Architectural design - Structural engineering - Civil engineering - Landscape design - Exhibition design	Permit drawing set progress		$ 138,828			$ 12,072	*8% held until completion*
Construction	Sankofa Park	$14,200,000	LA Metro	Construction of Sankofa Park per approved plans	Completion of Sankofa Park to include the viewing deck, lighting, plaza, seating, utilities, landscaping, and irrigation Q2 2021 - storm drain construction Q3 2021 - utilities, rebar, footings, retaining walls, and piles Q4 2021 - rebar, dack columns, ramp slabs, elevated deck, planter walls, and stairs		$ 3,724,660	$ 3,855,807	$ 5,483,533	$ 1,136,000	*8% held until completion*
Construction	Paver Installation	$ 5,631,160	State	Installation of Sidewalk Pavers per approved plans	Completion of Paver Testing and Sidewalk Paver installation		$ 2,000,000		$ 3,180,667	$ 450,493	*8% held until completion*
Construction	Permit fees	$ 350,000	State	Permits and fees for project approvals	Permit receipts			$ 322,000		$ 28,000	*8% held until completion*
Construction	Owner's Representative Fees	$ 211,475	State	Coordination meetings and communication with design team, contractor, and artists	Monthly construction, schedule, and budget reports	$ 38,452	$ 52,035	$ 52,035	$ 52,035	$ 16,918	*8% held until completion*
Construction	P&W Anticipated Construction Administration Fee	$ 730,000	State	Respond to requests for information, provide additional drawings / specifications, review construction progress, and art curation / placement	Document information sent in reply to contractor's requests, art placement updates, attend site meetings		$ 117,760	$ 276,920	$ 276,920	$ 58,400	*8% held until completion*
Construction	Outreach, Engagement, Comms	$ 1,050,000	State	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activites	$ 460,000	$ 460,000	$ 23,000	$ 23,000	$ 84,000	*8% held until completion*
	Total Funding Available	$26,000,000				**$ 3,880,800**	**$ 6,493,283**	**$ 4,529,762**	**$ 9,016,155**	**$ 2,080,000**	
	Total Expenses	$26,000,000									
	Balance	$ -									

Funding Breakdown:

LA Metro	$	14,500,000
State	$	10,000,000
City of Los Angeles	$	1,500,000
Total Funding:	$	26,000,000

* Advance received 11/4/2019.

** Per Section 402, the Periodic Payments may be withheld or reduced. The invoices are subject to the review and approval of the Bureau of Engineering.

*** Retention Payments will be disbursed upon the Consultant meeting the requirements set forth under Section 402 of the Agreement.

EXHIBIT E

FORM OF ADVANCE PAYMENT INVOICE

[Attached]

EXHIBIT E
FORM OF ADVANCE PAYMENT INVOICE

Vendor City of Los Angeles
Address Full Address

Invoice # 12345
Invoice Date: March 30, 2021
MOU # XX12345

Send Invoice to: accountspayable@metro.net

Mailing Address:

Accounts Payable
Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Los Angeles, CA 90051-0296

Terms	**Due Date**
net 30	March 31, 2021

Invoice Description

Pre-Construction Advance	$4,000, 000.00
Allowable Sankofa Park Construction Costs	$576,000
Total	$ 576,000.00

EXHIBIT F

FORM OF GRANT DEED

[Attached]

Free recording in accordance with California

Government Code Section 6103

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

City of Los Angeles
General Services Department
Real Estate Services Division
111 E. First St., Room 201
Los Angeles, California 90012

Attn: E. Amy Benson

The City of Los Angeles is acquiring title pursuant to this Grant Deed. Pursuant to California Revenue and Taxation Code Section 11922, this conveyance is exempt from the Documentary Transfer Tax.

APN: 5013-023-900

(Space Above This Line For Recorder's Use Only)

GRANT DEED

FOR VALUE RECEIVED, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public agency existing under the laws of the State of California ("**LACMTA**"), hereby grants to the CITY OF LOS ANGELES, a municipal corporation ("**City**"), acting by and through its Department of General Services, all of LACMTA's right, title and interest in and to that certain real property situated in the City of Los Angeles, County of Los Angeles, State of California, depicted and legally described on Attachment 1 attached hereto and by this reference incorporated herein (the "**Property**"), SUBJECT TO, all leases, easements, judgments, covenants, conditions, restrictions, rights-of-way, reservations and all other matters of record. City accepts this grant with the express intention that any of City's existing interest (if any), including without limitation existing easement or right of way interests, in the Property shall not merge into City's fee interest in the Property upon City's acquisition of the fee interest in the Property.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed dated as of _____, 20___.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:_____
Name:_____
Title:_____

[remainder of page intentionally left blank]

EXHIBIT F
[Form of Grant Deed]

Attachment 1 to Grant Deed

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Los Angeles, City of Los Angeles and described as follows:

Lots 7 to 11, inclusive, of Tract No. 7483, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 88, Page 32 of Maps, in the office of the County Recorder of said County.

Except that portion of said Lot 7, described as follows:

Beginning at a point in the Northerly line of said Lot 7, distant South 89° 43' 35" West thereon 46.00 feet from the Northeasterly corner thereof; thence South 67° 51' 38" West 46.20 feet to a point in the Southwesterly line of said Lot 7, which is distant Northwesterly thereon 14.01 feet from the Southwesterly corner thereof; thence Northwesterly along said Southwesterly line 18.94 feet to the most Westerly corner of said Lot 7; thence North 89° 43' 35" East along the Northerly line thereof 50.79 feet to the point of beginning.

APN: 5013-023-900
(End of Legal Description)

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public agency existing under authority of the laws of the State of California
to

CITY OF LOS ANGELES, a municipal corporation

==========

GRANT DEED

==========

Date: _____, 20__

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed to the City of Los Angeles, a municipal corporation, to which this certification is attached, is hereby accepted by the City of Los Angeles, pursuant to Council File No. 19-0898, and the grantee consents to the recordation thereof, by its duly authorized officers.

By:_____
Tony M. Royster, General Manager
General Services Department

Date:_____

JOB TITLE: SANKOFA PARK DESTINATION CRENSHAW PROJECT

==========

STANDARD INSTRUMENT

Checked as to parties, marital status, dates, signature, acknowledgments, and corporate seal

By:_____
Louie N. Padua, Authorized Officer

==========

Approved as to Authority: _____, 20__.

By:_____
E. Amy Benson, Authorized Officer

==========

Approved as to description: _____, 20__.

By:_____
Louie N. Padua, Authorized Officer

==========

Approved As To Form.

Michael N. Feuer, City Attorney

By: _____
Sean T. Torres, Deputy City Attorney

Date: _____

==========

Council File No. 19-0898

EXHIBIT G

INTERLOCUTORY JUDGMENT

[Attached]

JOHN F. KRATTLI, County Counsel
THOMAS J. FAUGHNAN, Assistant County Counsel
ADRIENNE M. BYERS, Principal Deputy County Counsel
(SBN 146022) • *abyers@counsel.lacounty.gov*
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2713
Telephone: (213) 974-1885
Facsimile: (213) 687-7337

NOSSAMAN LLP
DAVID GRAELER (SBN 197836)
dgraeler@nossaman.com
BRADFORD B. KUHN (SBN 245866)
bkuhn@nossaman.com
777 South Figueroa Street, 34th Floor
Los Angeles, CA 90017
Telephone: 213.612.7800
Facsimile: 213.612.7801

Attorneys for Plaintiff
LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 22 2014

Sherri R. Carter, Executive Officer/Clerk
By Anthony Ortiz, Deputy

Received
MAY 15 2014
Filing Window

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY,

Plaintiff,

vs.

SHERRY FRANCINE RENDEL, TRUSTEE OF THE REVOCABLE LIVING TRUST OF SHERRY FRANCINE RENDEL, DATED MAY 26, 2005; et al.,

Defendants.

Case No: BC510595

ASSIGNED FOR ALL PURPOSES TO:
HON. RICHARD E. RICO, DEPT. 17

~~[PROPOSED]~~ INTERLOCUTORY JUDGMENT IN CONDEMNATION AS TO DEFENDANT CBS OUTDOOR LLC

Action Filed: May 31, 2013

[Parcel No. CR-3801]

EXEMPT FROM FILING FEES – GOV. CODE. § 6103

COPY

Plaintiff Los Angeles County Metropolitan Transportation Authority ("MTA") and Defendant CBS Outdoor LLC, formerly CBS Outdoor Inc., sued herein as CBS Outdoor Group, Inc., ("Defendant"), having stipulated to the facts, terms and conditions set forth herein and having requested the Court to make and enter an Interlocutory Judgment in Condemnation consistent with such stipulation with respect to the condemnation by MTA of the interests in real property as described in Paragraph 1 below, and the parties having waived a Statement of Decision, Notice of Entry of Judgment, costs and fees;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. **The Property**. MTA commenced the above entitled eminent domain action to acquire a fee simple interest in the real property located at 4444 Crenshaw Boulevard, Los Angeles, California, designated MTA Parcel No. CR-3801 bearing Los Angeles County Assessor's Parcel Number 5013-023-007, and as more particularly described in MTA's complaint on file in this matter and in Exhibit "A" attached to this Judgment ("Subject Property").

2. **Purpose and Authority for the Taking**. Pursuant to a Resolution of Necessity attached to the complaint on file in this action, the Subject Property is being acquired for a public purpose: the construction and operation of the Crenshaw/LAX Transit Corridor Project ("Project"). MTA is authorized and entitled to exercise the power of eminent domain for public purposes under Article I, Section 19, of the California Constitution, California Public Utilities Code section 130220.5, and California Code of Civil Procedure sections 1240.010 through 1273.050. The use for which MTA seeks to condemn the Subject Property in connection with the Project is authorized by law and is a public use; the public interest, safety, and necessity require the Project; the Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and the Subject Property is necessary for the Project.

3. **Ownership.** Title to the Subject Property is held by Sherry Francine Rendel, Trustee of the Revocable Living Trust of Sherry Francine Rendel, Dated May 26, 2005, and

Evelyn T. Spire, Trustee of the Evelyn T. Spire 2002 Revocable Trust, Dated December 11, 2002 ("Rendels"). At the time of the filing of this action, Defendant is the owner of a billboard located on the Subject Property pursuant to a lease between Defendant and the Rendels ("Billboard Lease").

4. **Deposit of Compensation**. On June 12, 2013, MTA made a deposit with the State Treasurer in the amount of $1,030,391.00 to be paid for the taking of the Subject Property. The total sum deposited includes $833,000.00 for the real estate being acquired; $97,800.00 for the furniture, fixtures and equipment being acquired ("FF&E Deposit"); and $99,591.00 for the billboard being acquired ("Billboard Deposit").

5. **Possession of the Subject Property.** MTA was entitled to take possession of the Subject Property as of January 6, 2014, at which time MTA succeeded to the Rendels' interest in the Billboard Lease. However, MTA's possession and use of the Subject Property has not yet interfered with Defendant's use of the Subject Property under the Billboard Lease. Defendant shall be entitled to maintain its billboard at the current location either (1) for the remaining term under the Billboard Lease, including any extensions, amendments, or renewals of the Lease, with any payments due under the Lease made payable to MTA; or (2) until such time as the City of Los Angeles ("City") and/or MTA determines that the location of the billboard actually conflicts with future public use of the Subject Property related to the Project, at which time Defendant's interest in the Subject Property, and any compensation therefore, shall be determined as described in paragraph 6, below.

6. **Defendant's Interest in the Subject Property after City's/MTA's Determination.** After the City and/or MTA makes a determination regarding the compatibility of the location of Defendant's billboard with respect to future public uses of the Subject Property, Defendant's continued use of the Subject Property under the Billboard Lease, including any extensions, amendments or renewals, and/or any compensation from MTA for Defendant's interest in the Subject Property shall be as follows:

a. If the City/MTA determines that the existing location of Defendant's billboard does not actually conflict with the location of the public uses of the Subject Property

related to the Project, Defendant shall be entitled to continue to occupy the Subject Property subject to the terms of the Billboard Lease, including any extensions, amendments or renewals, with any payments due under the Lease made payable to MTA. Defendant shall not be entitled to any compensation from MTA as a result of this Project.

b. If the City/MTA determines that Defendant's billboard must be relocated to accommodate public use of the Subject Property related to the Project, and there is an alternative location available on the Subject Property where the billboard is authorized by all local and state agencies with jurisdiction and/or regulatory authority over the billboard to be located, and the visibility from all lanes of traffic of the proposed relocation site is reasonably similar to the visibility of the current location, then MTA shall pay relocation costs to relocate the billboard to that alternative location on the Subject Property in accordance with federal and California relocation laws. If (i) after reasonable efforts by Defendant any required permits or approvals cannot be obtained for the billboard to be relocated as proposed; or (ii) a location with reasonably similar visibility cannot be found on the Subject Property, then the MTA shall pay Defendant the sum of $500,000 as just compensation for its interest in the Subject Property upon written notice from Defendant that despite Defendant's reasonable efforts, the required permits or approvals could not be obtained for the proposed relocation of the billboard. Defendant shall be provided with access to remove the billboard structure and removal of the billboard structure by Defendant shall occur not later than 90 days after Defendant's written notice to the MTA. MTA shall issue payment to Defendant within 30 days of Defendant's providing MTA with written confirmation of removal of the billboard. Other than described herein, MTA shall owe Defendant no other compensation as a result of this Project.

c. If the City/MTA determines that Defendant's billboard cannot lawfully remain anywhere on the Subject Property due to the Project or a use related to the Project as determined by the City/MTA, MTA shall pay Defendant the sum of $500,000 as just compensation for its interest in the Subject Property. Defendant shall be provided with access to remove the billboard structure and removal of the billboard structure by Defendant shall occur not later than 90 days after the City's/MTA's determination becomes final. MTA shall issue

payment to Defendant within 30 days of Defendant's providing MTA with written confirmation of removal of the billboard. Other than described herein, MTA shall owe Defendant no other compensation, and Defendant shall not be required to pay MTA or any other entity any additional fees or costs to access the property and remove the billboard.

7. **Just Compensation for the Subject Property**. The compensation described in Paragraph 6 shall be the total just compensation for the taking of Defendant's interest in the Subject Property, inclusive of attorneys' fees, costs, and interest. Any such payment or other arrangement described above shall equal the total amount of just compensation to Defendant for the Subject Property and all other claims and damages which Defendant could have as a result of this action, the acquisition of the Subject Property, and the construction of the Project, including, but not limited to, severance damages, loss of goodwill, loss of or damage to improvements pertaining to the realty, fixtures, equipment, and/or inventory, leasehold bonus value, precondemnation damages, claims for attorneys' fees, litigation expenses, statutory costs, interest, relocation benefits and/or costs, and any and all other kinds of compensation, damage, or other claims arising out of or relating to the taking of the Subject Property. The payment of such sum shall fully and forever discharge and release all claims and causes of action, whether now known or now unknown, which Defendant may have against MTA in this action.

8. **Withdrawal of Deposit**. MTA shall be entitled to withdraw the Billboard Deposit, totaling $99,591.00.

9. **Waiver of Code of Civil Procedure section 1268.030 and Entry of Final Order of Condemnation**. Defendant waives the requirement of Code of Civil Procedure section 1268.030 that payment of compensation must be made prior to entry of a final order of condemnation. Defendant expressly consents to the entry of a final order of condemnation, consistent with this Interlocutory Judgment, without further notice to Defendant upon application of MTA and upon MTA addressing all other interests in this action, whether or not any compensation has been paid to Defendant under paragraph 6 of this judgment. Defendant and

MTA shall retain the right to enforce this judgment under Code of Civil Procedure sections 1268.010 and 1268.020, or as otherwise provided by law.

DATED: 5/22/2014

RICHARD B. RICO
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

EXHIBIT "A"

LEGAL DESCRIPTION FOR FEE PURPOSES
PARCEL NUMBER CR-3801

LOTS 7 TO 11, INCULSIVE, OF TRACT NO. 7483, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 88 PAGE 32 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOT 7, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 7, DISTANT S89°54'48"W THEREON 46.00 FEET FROM THE NORTHEASTERLY CORNER THEREOF; THENCE S68°02'47"W 46.19 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 7, SAID POINT ALSO BEING A POINT IN A NONTANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1450.12 FEET A RADIAL LINE TO SAID POINT BEARS N65°36'07"E; THENCE NORTHWESTERLY ALONG SAID CURVE TROUGH A CENTRAL ANGE OF 0°44'53", AN ARC LENGTH OF 18.94 FEET; TO THE NOTHERLY LINE OF SAID LOT 7; THENCE N89°43'35"E ALONG THE NORTHERLY LINE THEREOF 50.76 FEET TO THE POINT OF BEGINNING

CONTAINS: 10, 755 SQUARE FEET.

NOTE:
THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

Stephanie A. Wagner
STEPHANIE A. WAGNER, P.L.S. 5752

August 22, 2011
DATE

EXHIBIT "B"

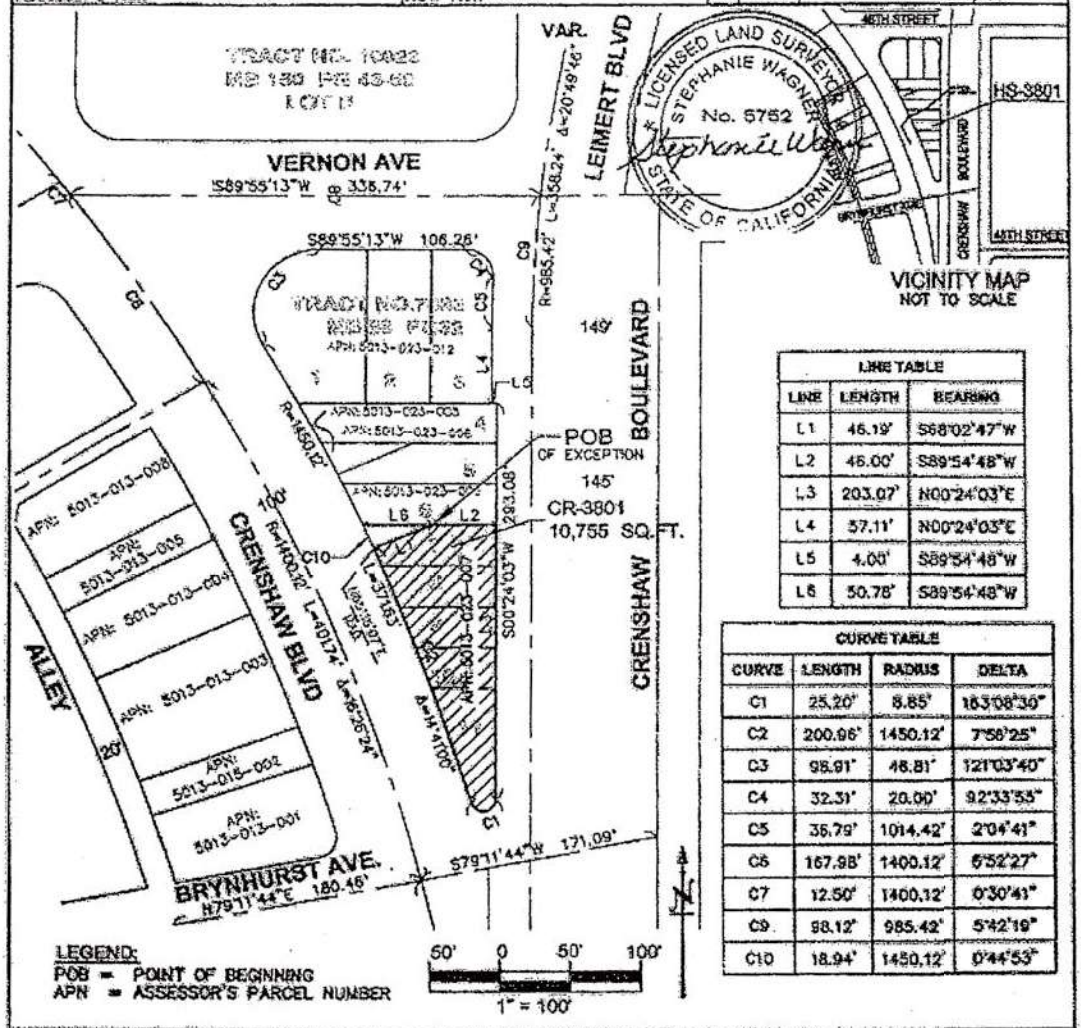
Grantor: SHERRY F. RENDEL, TRUSTEE OF THE REVOCABLE LIVING TRUST OF SHERRY FRANCINE RENDEL DATED 05-28-2005, AS TO AN UNDIVIDED 50% INTEREST, AND EVELYN T. SPIRE, TRUSTEE OF THE EVELYN T. SPIRE 2002 REVOCABLE TRUST, DATED 12-11-2002.

Description: LOTS 7 TO 11 OF TRACT NO. 7483, AS PER MAP RECORDED IN BK. 88 PG.32

Title Report: STEWART TITLE OF CALIFORNIA, INC. NO. 383690

Assessor's Ref: 5013-023-007 ROW Ref: R-137

No.	Date	Revision Description



LEGEND:
POB = POINT OF BEGINNING
APN = ASSESSOR'S PARCEL NUMBER

LINE TABLE		
LINE	LENGTH	BEARING
L1	46.19'	S68°02'47"W
L2	46.00'	S89°54'48"W
L3	203.07'	N00°24'03"E
L4	57.11'	N00°24'03"E
L5	4.00'	S89°54'48"W
L6	50.78'	S89°54'48"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	25.20'	8.85'	163°08'36"
C2	200.96'	1450.12'	7°56'25"
C3	98.91'	46.81'	121°03'40"
C4	32.31'	20.00'	92°33'55"
C5	35.79'	1014.42'	2°04'41"
C6	167.98'	1400.12'	6°52'27"
C7	12.50'	1400.12'	0°30'41"
C9	98.12'	985.42'	5°42'19"
C10	18.94'	1450.12'	0°44'53"

TOTAL AREA OR PROPERTY	CR-3801	REMAINDER PARCEL AREA	ESTATE
10,755 SQ. FT.	10,755 SQ. FT.	0 SQ. FT.	FEE

Metro APPROVED BY: PROJECT MANAGER DATE 1-9-12

Hatch Mott MacDonald

PREPARED BY: CHECKED BY: LS: 5752

CRENSHAW/LAX TRANSIT CORRIDOR PROJECT

DATE: 08/22/11
SCALE: 1"=100'
REV. No. DATE:
REV. No. DATE:
PARCEL No. CR-3801

Exhibit H

Billboard Lease

[Attached]

Metro Real Estate Scanning Summary Sheet

TITLE	CBS OUTDOOR, LLC - RCRE019013
CUSTOMER NAME	CBS OUTDOOR, LLC
THOMAS GUIDE	673-F4
ASSESSOR PARCEL NUMBER	5013-023-007
CONTRACT NUMBER	RCRE019013
CATEGORY	CONTRACT DOCUMENTS
EXECUTION DATE	MAY 15 2014
NOTES	BILLING - ACTIVE -

CBS OUTDOOR

LEASE NO. 20157

ADDENDUM
Crenshaw & Leimert

AGREEMENT made this **7th** day of **April, 2012**, between the undersigned, as LESSOR(S), and **CBS OUTDOOR INC.**, LESSEE.

WHEREAS, for consideration of $10.00 and other goods and valuable considerations from LESSEE to LESSOR(S), the parties or their predecessors entered into a sign location lease agreement dated **10/1/75** (the "Lease").

WHEREAS, the parties desire to amend the Lease to establish their respective rights and obligations.

NOW THEREFORE, in consideration of the promises set forth herein, and in the subject Lease, the parties agree as follows:

The current lease dated 10/1/75 will be extended for an additional five (5) years six (6) months beginning December 1, 2011 thru June 30, 2017. Beginning 12/1/11 thru 5/31/2017 the new annual rent will be Twenty Four Thousand Dollars ($24,000) paid in equal monthly installments of Two Thousand Dollars ($2,000) For each lease year during the term of the Lease. LESSEE shall pay to LESSOR the greater of (i)Twenty Four Thousand Dollars ($24,000) per year, payable in equal monthly payments of Two Thousand Dollars ($2,000) in advance, ~~beginning on 5/1/12~~ ("Base Rent"), or (ii) an amount equal to 35% of the Annual Net Revenue (as defined herein)("Percentage Rent"). "Annual Net Revenue" shall mean all income actually received by the LESSEE that is derived from the signs located on the Premises during the preceding lease year, less any commissions paid by LESSEE to any advertising agency, said commissions not to exceed 16 2/3%. LESSEE shall calculate the Percentage Rent and provide LESSOR a full and accurate statement of its revenue calculation within sixty (60) days after the end of every lease year. In the event that the Percentage Rent is greater than the Base Rent, LESSEE shall pay the amount of the difference within said sixty (60) day period. LESSEE to obtain LESSOR 's written approval for installation of electronic/digital signs. Lessor shall have absolute right to approve or disapprove installation of electronic/digital signs. If said installation is approved by lessor, the lease will automatically be extended an additional ten (10) years from the date of completion/installation of the electronic sign.

6/30/2017 CS SR

CS SR

Payment of rent arrearage: Lessee has continued to make payments to lessor of $500 per month. This agreement is effective from December 1, 2011. Therefore, lessee shall pay lessor the arrearage of $1500 per month from December 1, 2011 through June 30, 2012. (said arrears to be paid forthwith but not later than July 1, 2012) Beginning July 1, 2012 the monthly rent payment shall be $2,000 as stated above.

The North Face panel is currently subleased and operated by Clear Channel Outdoor. Any additional rent due under the revenue sharing agreement for this panel shall be paid to Lessor by Clear Channel Outdoor.

Other than provided in this addendum, this lease shall not automatically renew at the end of its term ~~May~~ June 30, 2017, and shall thereafter become month to month terminable by either party upon thirty (30) days written notice.

CS SR

THE PARTIES further agree that this Addendum shall supersede any contrary or conflicting provisions of the Lease.

FOR LESSOR(S):

BY: Evelyn Spire
Lessor
Title

DATE: 6-20-2012

BY: Shirley Rendel
Lessor
Title

DATE: 6/23/12

EXECUTED by the LESSOR in the presence of

EXECUTED by the LESSEE in the presence of

MCL Loc # 0403

83- 959825

Crenshaw + Lomita

RECORDING REQUESTED BY B. W. BROWNE

LEASE NO. 25671

AND WHEN RECORDING MAIL TO

Name: Foster and Kleiser
Street Address: Division of Metromedia, Inc.
1550 W. Washington Blvd.
City, State Zip: Los Angeles, California 90007

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. PAST 11 AM AUG 18 1983

FEE $

FOSTER and KLEISER

Lease 25671

Date October 1, 1975

1. The undersigned, as Lessor, hereby leases and grants exclusively to Foster and Kleiser Division of Metromedia, Inc., as Lessee, the property (with free access to and upon same) located in the City of Los Angeles, County of Los Angeles, State of California, described as:

Crenshaw - Lomita Zone

Lots 7-8-9-10-11 Tract 7483

as per map thereof recorded in the Office of the County Recorder of Los Angeles County, State of California, for a term of fifteen (15) years from October 15, 1975, for the purpose of erecting and maintaining advertising signs thereon, including necessary supporting structures, devices, illumination facilities and connections, service ladders and other appurtenances thereon.

2. Lessee shall pay to the Lessor rental in the amount of Two Thousand Four Hundred and 00/100 ($2400.00) Dollars per year, payable on a (monthly, ~~annually~~), basis. Prior to construction and for the entire period during which no advertising copy is being displayed on the property by Lessee, the rental shall be Ten ($10.00) Dollars.

3. Lessee shall save the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

4. Lessor agrees that he, his tenants, agents, employees, or any other persons acting in his behalf, shall not place or maintain any object on the property or on any neighboring property which would in any way obstruct the view of Lessee's sign structures. If such an obstruction occurs the Lessee has the option of requiring the Lessor to remove said obstruction, or the Lessee may itself remove the obstruction charging the cost of said removal to the Lessor, or the Lessee may reduce the rental herein paid to the sum of Five ($5.00) Dollars per year so long as such obstruction continues.

5. If the view of any of Lessee's signs is obstructed or impaired in any way, or if the value of such signs is diminished by reason of diversion or reduction of vehicular traffic, or if the use of any such signs is prevented or restricted by law, or if for any reason a building permit for erection or modification of any such signs is refused, the Lessee may immediately at its option adjust the rental in direct proportion to the decreased value of the leased premises for advertising purposes, or may terminate the lease and receive adjustment for all rent paid for the unexpired term.

6. If Lessee is prevented by law, or governmental or military order, or other causes beyond Lessee's control, from illuminating its signs, the Lessee may reduce the rental provided by paragraph 2 by one-half (½), with such reduced rental to remain in effect so long as such condition continues to exist.

7. This Lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee served thirty (30) days before the end of such term or subsequent like term, provided that Lessee shall have the right to terminate the Lease at the end of any monthly period upon written notice to Lessor served not less than thirty (30) days prior to the end of such monthly period. Lessor shall have the right to terminate the Lease at any time during the period of this Lease if the Lessor is to improve the unimproved property by erecting thereon a permanent private commercial or residential building. Lessee shall remove its signs within thirty (30) days after receipt of a copy of the applicable building permit. The Lessor will upon giving such notice of building, return to the Lessee all rent paid for the unexpired term plus the total cost of the construction and the removal of Lessee's signs, less 1/180th of such cost for each full month of this Lease prior to the notice of termination. If Lessor fails to commence the erection of the private commercial or residential building within thirty (30) days after Lessee removes its signs, Lessee shall again have the right to occupy the premises and maintain advertising signs subject to the provisions of this Lease. If any portions of the property are not to be utilized for such building, the Lessee has the option to use the remaining portion on the same terms, except that the rent shall be proportionately reduced.

8. Lessee shall have the right to permit others to place signs owned by them on the property, and such signs shall be subject to the terms and conditions of this Lease. It is agreed between the parties that Lessee, or such other person, as the case may be, shall remain the owner of all of said advertising signs, structures and improvements, and that, notwithstanding the fact that the same constitute real estate fixtures, the Lessee or such other person, as the case may be, shall have the right to remove said signs, structures and improvements at any time during the term of this Lease, or after the expiration of this Lease.

9. This Lease shall constitute the sole agreement of the parties relating to the lease of the above described premises. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties or promises are set forth specifically in this Lease.

10. The word "Lessor" as used herein shall include lessors. This Lease is binding upon, and inures to the benefit of the heirs, executors, successors and assigns of Lessee and Lessor.

11. Lessor represents that he is the owner(s) of the property covered by this Lease and has the authority to execute this Lease. All rents to be paid pursuant to this Lease, and all notices are to be forwarded to the undersigned Lessor at the address noted below the Lessor's signature.

EXECUTED by the Lessor in the presence of G. T. Adams who is hereby requested to sign as witness.

WITNESS: G. T. Adams

LESSOR(S)
X Helen L. Daugherty
HELEN L. DAUGHERTY
Address: P. O. Box 76-452
LOS ANGELES, CALIF. 90076

ACCEPTED: FOSTER AND KLEISER
Division of Metromedia, Inc.

By: Jay L. Perretta

Title: Vice President

BWB.

Exhibit I

Form of Assignment and Assumption of Billboard Lease and

Certain Obligations Under the Interlocutory Judgment

[Attached]

ASSIGNMENT AND ASSUMPTION OF BILLBOARD LEASE AND

CERTAIN OBLIGATIONS UNDER THE INTERLOCUTORY JUDGMENT

This Assignment and Assumption of Ground Lease and Certain Obligations Under the Interlocutory Judgment (this "**Assignment**") is made and entered into as of this ___ day of _____, 20___ ("**Assignment Date**"), by and between the Los Angeles County Metropolitan Transportation Authority ("**Assignor**" or "**LACMTA**"), and the City of Los Angeles, a municipal corporation ("**Assignee**" or "**City**"), acting by and through its Department of General Services, with reference to the following facts.

R E C I T A L S :

A. Assignor owns that certain real property commonly known as 4444 Crenshaw Boulevard, Los Angeles, California, as legally described in Attachment 1 attached hereto and made a part hereof (the "**Property**").

B. In connection with its acquisition of the Property, Assignor stipulated to an Interlocutory Judgment in Condemnation as to Defendant (CBS Outdoor LLC, formerly CBS Outdoor Inc.) entered by the Superior Court of California, County of Los Angeles on May 22, 2014 in Case No. BC510595 ("**Interlocutory Judgment**"). As set forth in the Interlocutory Judgment, in connection with its acquisition of a fee interest in the Property through condemnation, Assignor succeeded as landlord to a billboard lease on the Property ("**Billboard Lease**"); and the lessee under the Billboard Lease, CBS Outdoor LLC ("**Lessee**"), is entitled to maintain its billboard on the Property subject to specified terms and conditions set forth in the Billboard Lease and the Interlocutory Judgment. The Interlocutory Judgment and the Billboard Lease are attached hereto as Attachment 2, which is made a part hereof.

C. Assignor and Assignee are parties to that certain Memorandum of Agreement Regarding Destination Crenshaw-Sankofa Park, made and entered into as of _____, 2021 (the "**MOA**"), pursuant to which Assignor agreed to transfer the Property to Assignee, and Assignee agreed to accept the Property from Assignor subject to its assumption of: (i) the rights and obligations of Assignor under the Billboard Lease, and (ii) certain rights and obligations of Assignor under the Interlocutory Judgment, as more specifically set forth in this Assignment.

D. Assignor now desires to assign and transfer to Assignee all of Assignor's rights, interests and obligations in, to and under the Billboard Lease and certain rights and obligations under the Interlocutory Judgment, and Assignee desires to assume such rights and obligations, as set forth herein.

NOW, THEREFORE, in consideration of the Recitals set forth above, which are hereby incorporated into this Assignment by reference, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment hereby agree as follows:

1. Assignment and Assumption. Assignor hereby represents and warrants to Assignee that (a) the copies of the Interlocutory Judgment and the Billboard Lease attached hereto as Attachment

2 are true, correct and complete copies, and neither the Interlocutory Judgment nor the Billboard Lease have been modified, supplemented or amended except as set forth in the copies attached hereto, and (b) no consent or approval of another party, including, without limitation, Lessee, is required for Assignor to assign the Assigned Interests (as defined below) to Assignee that has not been obtained as of the Assignment Date. Effective as of the Assignment Date, Assignor hereby grants, transfers, conveys, assigns and delegates to Assignee all of the rights, title, interests and obligations of Assignor as landlord under the Billboard Lease (the "**Billboard Lease Assigned Interests**"). Assignor further grants, transfers, conveys, assigns and delegates to Assignee all of Assignor's rights and obligations as set forth in paragraphs 5, 6, 7 and 9 of the Interlocutory Judgment (such assigned rights and obligations, together with the Billboard Lease Assigned Interests, the "**Assigned Interests**"). Assignee hereby accepts such assignment and delegation of the Assigned Interests by Assignor and expressly and unconditionally assumes and covenants to keep, perform, fulfill and discharge all of the terms, covenants, conditions and obligations required to be kept, performed, fulfilled and discharged by Assignor: (i) as lessor under the Billboard Lease, and (ii) of City/LACMTA as to paragraphs 5, 6, 7 and 9 of the Interlocutory Judgment, on or after the Assignment Date.

2. Indemnity.

2.1 City agrees to indemnify, defend and hold harmless LACMTA and its subsidiaries and each of their respective elected and appointed directors, officers, agents and employees from and against any and all liability, expenses (including without limitation, reasonable experts' and attorneys' fees), claims, losses, suits and actions of whatever kind, and for damages of any nature whatsoever (collectively, "**Claims**"), pertaining to the Assigned Interests first arising or accruing from acts or omissions occurring from and after the Assignment Date. LACMTA agrees to indemnify, defend and hold harmless City and its departments, officers, agents, consultants, contractors and employees from and against any and all Claims pertaining to the Assigned Interests first arising or accruing from acts or omissions occurring prior to the Assignment Date.

2.2 In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the parties hereto, as between themselves and pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, hereby contract out of Section 895.2 of said Code and agree to indemnify and defend the other in accordance with the terms of this Section 2 for the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by a negligent or wrongful act or omission of a party occurring in connection with the Assigned Interests to the same extent that such party would be responsible under this Section 2.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

4. Survival. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall, taken together, be deemed to constitute a single document. Assignor, Assignee, and their respective successors and assigns shall be authorized to rely upon the signatures of all of the parties hereto on this Assignment which are delivered by facsimile or scanned into .PDF (or signatures in another electronic format designated by City) and sent by e-mail as constituting a duly authorized, irrevocable, actual, current delivery of this Assignment with original ink signatures of each person and entity.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Assignment Date.

ASSIGNOR:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY, a public agency
existing under authority of the laws of the State of California

By: _____
Stephanie Wiggins, Chief Executive Officer

APPROVED AS TO FORM

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy

[signatures continue on following page]

ASSIGNEE:

CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Department of General Services

By: _____
Name:_____
Title:_____
Date:_____

APPROVED AS TO FORM:

MICHAEL N. FEUER
City Attorney

By:_____
Name:_____
Title:_____
Date:_____

ATTEST:

HOLLY L. WOLCOTT
City Clerk

By:_____
Deputy

Date:_____

Attachment 1

Property

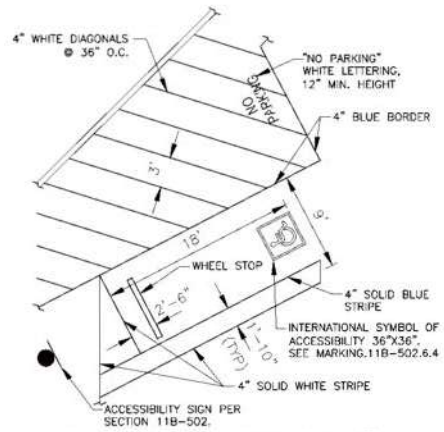
[Attached]

Attachment 2

Billboard Lease and Interlocutory Judgment

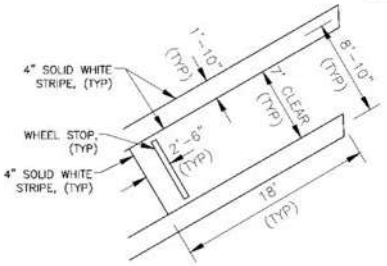
[Attached]

EXHIBIT I (1/3)



ADA PARKING STALL WITH SIGN (A GEO-5)

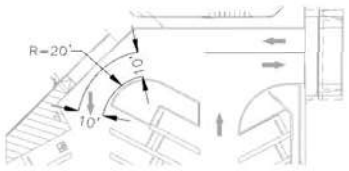
NOT TO SCALE



NOTE: DOUBLE STRIPING OF STALLS SHALL BE PER FIG. 1 OF THE CITY OF LA BUILDING DEPARTMENT STANDARDS

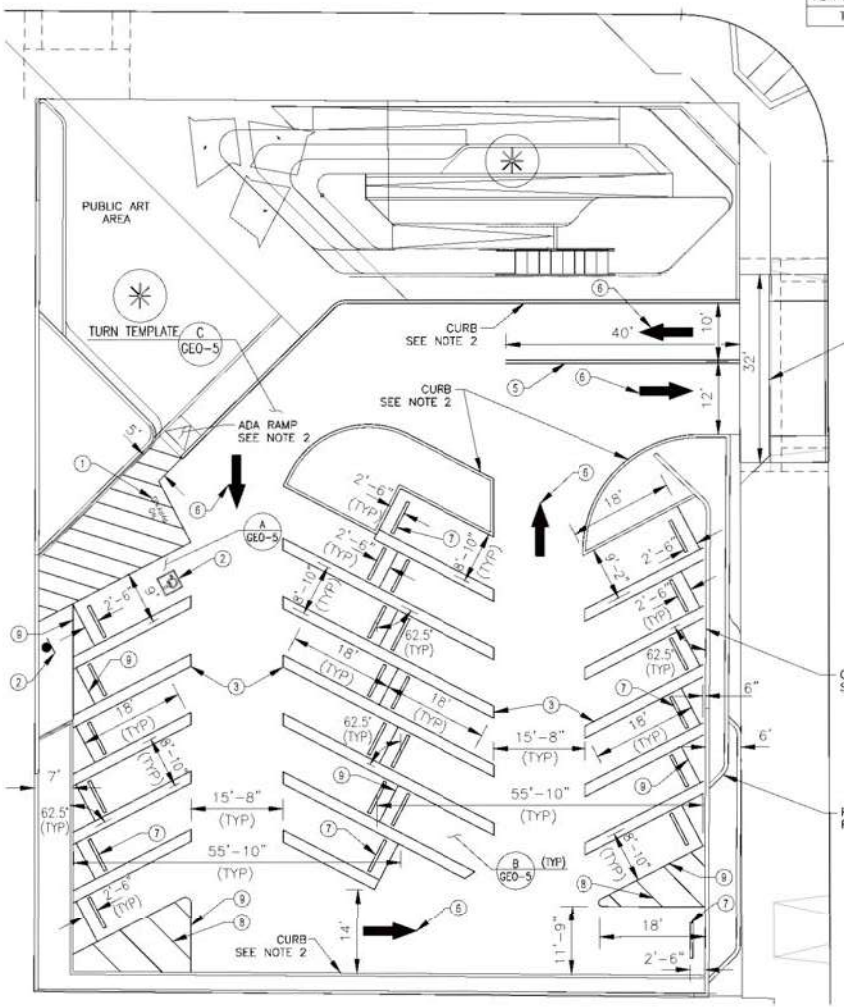
TYPICAL PARKING STALL (B GEO-5)

NOT TO SCALE



90° TURN TEMPLATE (CASE I) (C GEO-5)

NOT TO SCALE



50TH ST. LOT PARKING COUNTS		
	EXISTING	PROPOSED
STANDARD	0	24
ADA STANDARD	0	1
TOTAL	0	25

CONSTRUCTION NOTES:

1. INSTALL ADA PAVEMENT MARKINGS PER LADBS DOCUMENT NO. P/BC 2017-084.
2. INSTALL ADA STALL AND SIGNAGE PER LADBS DOCUMENT NO. P/BC 2017-084.
3. INSTALL 4" WHITE STRIPE PER I.B. P/ZC 2002-001, FIG. 1 (TYP)
4. INSTALL CONCRETE WHEEL STOP
5. INSTALL 4" DOUBLE YELLOW (TYP)
6. INSTALL TYPE 1 PAVEMENT ARROW
7. INSTALL CONCRETE WHEEL STOP
8. INSTALL 4" WHITE DIAGONAL @ 9' O.C.
9. INSTALL 4" WHITE STRIPE

NOTES:

1. SEE ARCHITECTURAL (A) PLANS FOR ARCHITECTURAL IMPROVEMENTS.
2. SEE ROADWAY IMPROVEMENT (CS) PLANS FOR PROPOSED ROADWAY IMPROVEMENTS.
3. SEE LANDSCAPING (L) PLANS FOR PROPOSED LANDSCAPING IMPROVEMENTS.
4. SEE DRAINAGE (CD) PLANS FOR PROPOSED DRAINAGE IMPROVEMENTS.
5. SIGNING AND STRIPING SHALL CONFORM TO LADBS DOCUMENT NO. P/ZC 2002-001.
6. FOR ACCESSIBILITY DETAILS FOR PARKING, SEE LADBS DOCUMENT NO. P/BC 2017-084.
7. SEE STRUCTURAL (S) PLANS FOR PROPOSED STRUCTURAL IMPROVEMENTS.

LA DBS DEPARTMENT OF BUILDING AND SAFETY — THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION

F/BC 2017-084

ACCESSIBLE PARKING SIGN INSTALLED AT EACH SPACE

REV	DATE	BY	APP	REQ NO	EXPIRES	SEAL HOLDER	DESCRIPTION
0							AFC SUBMITTAL

DESIGNED BY: R. BECERRA
DRAWN BY: R. BECERRA
CHECKED BY: A. GAYTAN
IN CHARGE: R. SHIMIZU
DATE: 07/28/22

LA DBS DEPARTMENT OF BUILDING AND SAFETY

V&A INC. 1111 S. GRAND AVE. SUITE 103 LOS ANGELES, CA 90015 213.972.9700

Perkins&Will

APPROVED | SUBMITTED

DESTINATION CRENSHAW

PARKING LOT

POCKET PARK 50TH ST.

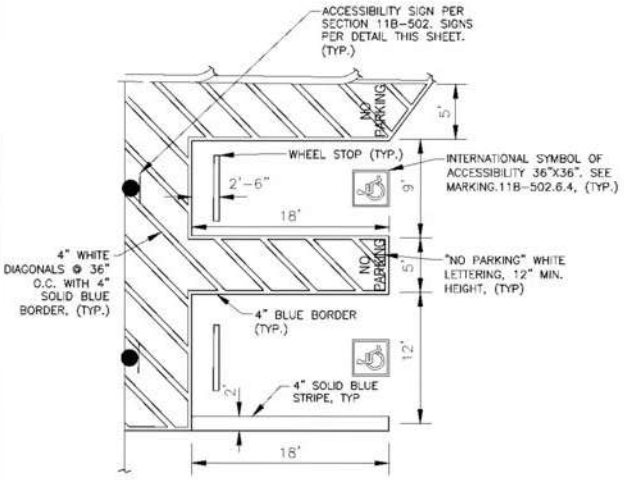
CONTRACT NO. 717023

DRAWING NO. GEO - 05 REV 0

SCALE 1"=10'

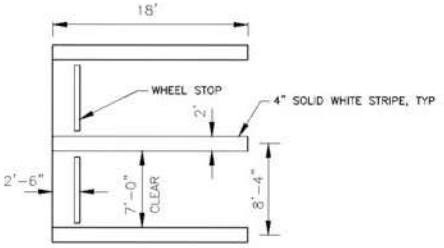
SHEET NO. 5 OF 5

EXHIBIT I (2/3)



ADA PARKING STALL WITH SIGN (A / GEO-3)

NOT TO SCALE

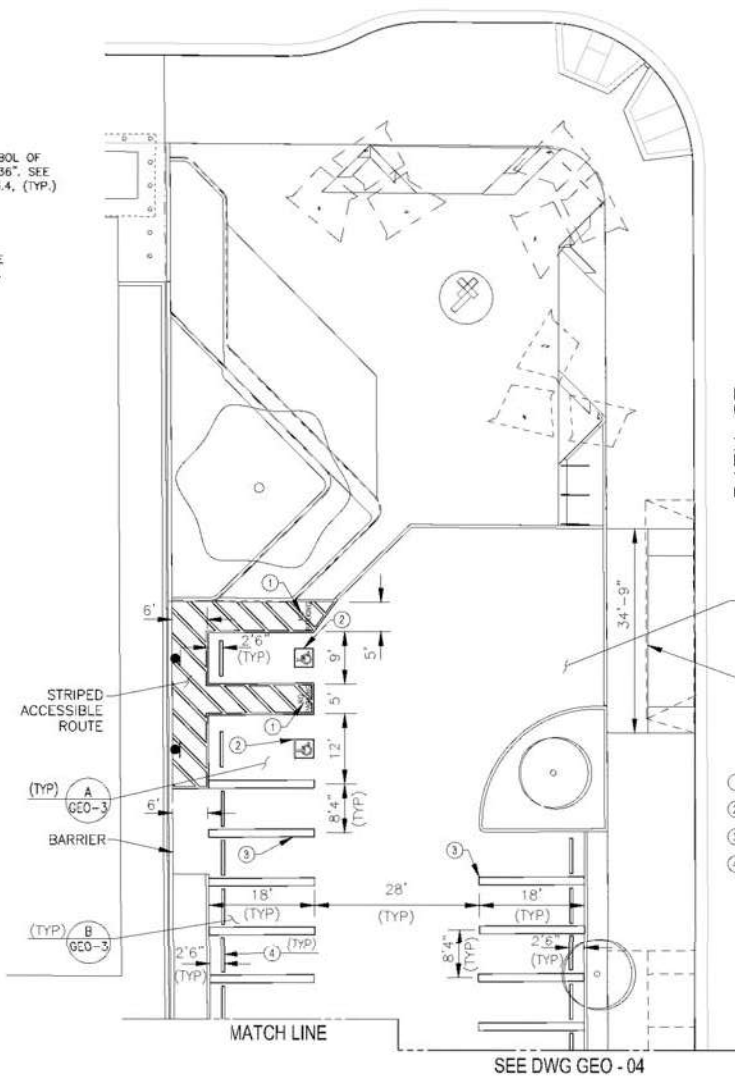


NOTE: DOUBLE STRIPING OF STALLS SHALL BE PER FIG. 1 OF THE CITY OF LA BUILDING DEPARTMENT STANDARDS

TYPICAL PARKING STALL (B / GEO-3)

NOT TO SCALE

54TH ST. EAST LOT PARKING COUNTS		
	EXISTING	PROPOSED
STANDARD	0	42
ADA STANDARD	0	2
COMPACT	0	1
TOTAL	0	45



C GEO-3 TURN TEMPLATE

PROP. DRIVEWAY SEE NOTE 2

CONSTRUCTION NOTES

1. INSTALL ADA PAVEMENT MARKINGS PER LADBS DOCUMENT NO. P/BC 2017-084.
2. INSTALL ADA STALL AND SIGNAGE PER LADBS DOCUMENT NO. P/BC 2017-084.
3. INSTALL 4" WHITE STRIPE PER I.B. P/ZC 2002-001 FIG. 1 (TYP)
4. INSTALL CONCRETE WHEEL STOP

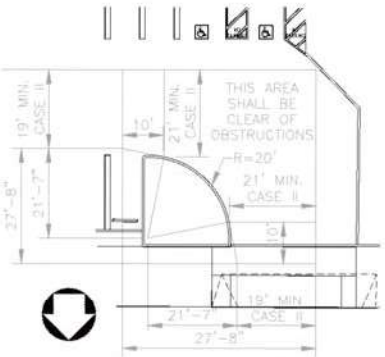
NOTES:

1. SEE ARCHITECTURAL (A) PLANS FOR ARCHITECTURAL IMPROVEMENTS.
2. SEE ROADWAY IMPROVEMENT (CS) PLANS FOR PROPOSED ROADWAY IMPROVEMENTS.
3. SEE LANDSCAPING (L) PLANS FOR PROPOSED LANDSCAPING IMPROVEMENTS.
4. SEE DRAINAGE (CD) PLANS FOR PROPOSED DRAINAGE IMPROVEMENTS.
5. SIGNING AND STRIPING SHALL CONFORM TO LADBS DOCUMENT NO. P/ZC 2002-001.
6. FOR ACCESSIBILITY DETAILS FOR PARKING, SEE LADBS DOCUMENT NO. P/BC 2017-084.

LA DBS DEPARTMENT OF BUILDING AND SAFETY — P/BC 2017-084

THESE DIAGRAMS ILLUSTRATE THE SPECIFIC REQUIREMENTS OF THESE REGULATIONS AND ARE INTENDED ONLY AS AN AID FOR BUILDING DESIGN AND CONSTRUCTION

ACCESSIBLE PARKING SIGN INSTALLED AT EACH SPACE



90° TURN TEMPLATE (CASE II) (C / GEO-3)

NOT TO SCALE

REV	DATE	BY	APP	REQ NO	EXPIRES	SEAL HOLDER	DESCRIPTION
A							60% DESIGN
B							85% DESIGN
C							100% DESIGN
D							100%-1 DESIGN

NOT FOR CONSTRUCTION

DESIGNED BY: R. BECERRA
DRAWN BY: R. BECERRA
CHECKED BY: A. GAYTAN
IN CHARGE: R. SHIMIZU
DATE: 05/31/22

LA DBS DEPARTMENT OF BUILDING AND SAFETY

V&A INC. 1111 S. GRAND AVE. SUITE 103 LOS ANGELES, CA 90015 213.972.9700

APPROVED / SUBMITTED

DESTINATION CRENSHAW

PARKING LOT

POCKET PARK 54TH ST. EAST

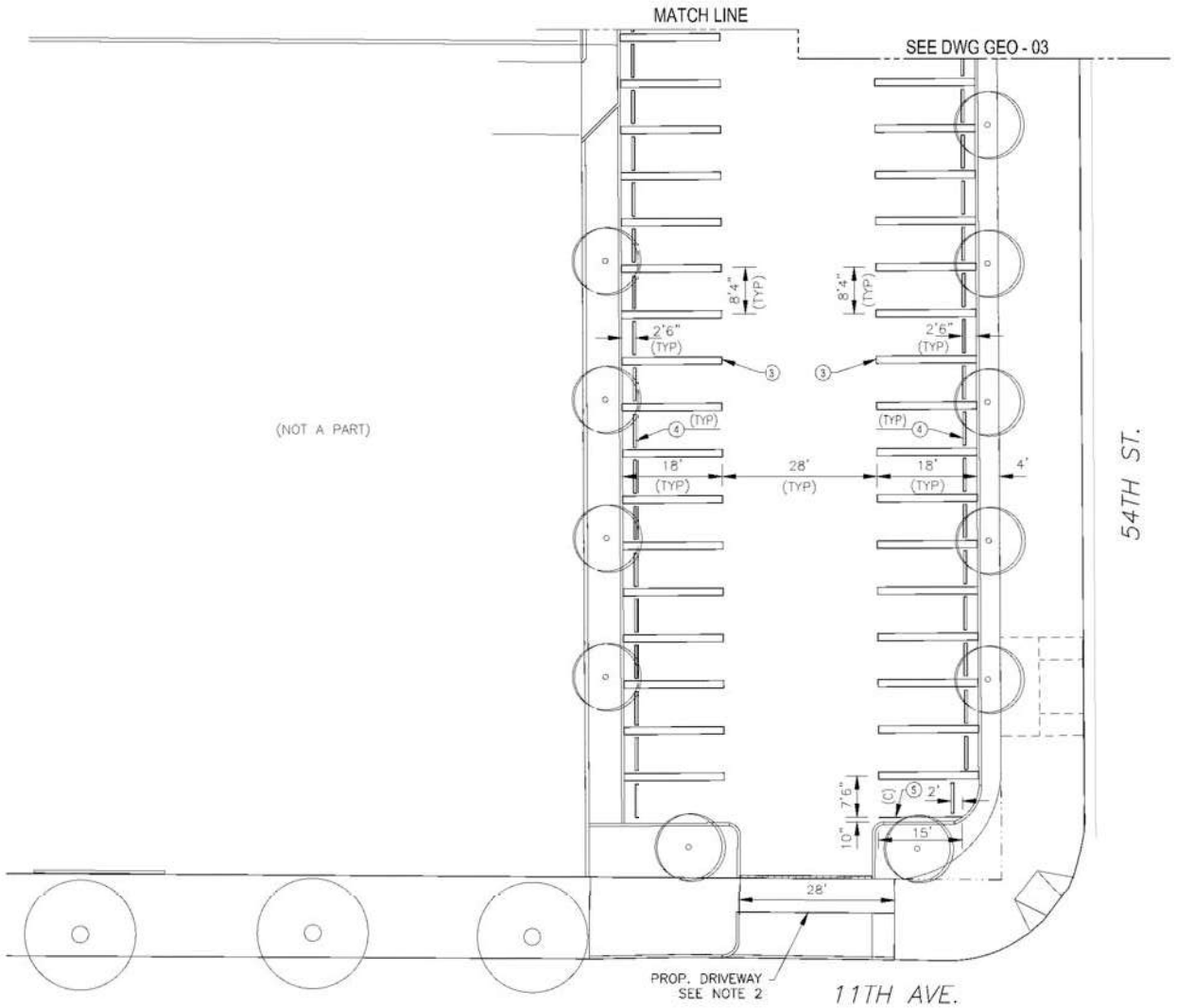
CONTRACT NO. 717023

DRAWING NO. GEO - 03 REV D

SCALE 1"=10'

SHEET NO. 3 OF 5

EXHIBIT I (3/3)



CONSTRUCTION NOTES

(3) - INSTALL 4" WHITE STRIPE PER I.B. PWC 2002.001 FIG. 1 (TYP)
(4) - INSTALL CONCRETE WHEEL STOP
(5) - INSTALL 4" WHITE STRIPE

NOTES:

1. SEE ARCHITECTURAL (A) PLANS FOR ARCHITECTURAL IMPROVEMENTS.
2. SEE ROADWAY IMPROVEMENT (CS) PLANS FOR PROPOSED ROADWAY IMPROVEMENTS.
3. SEE LANDSCAPING (L) PLANS FOR PROPOSED LANDSCAPING IMPROVEMENTS.
4. SEE DRAINAGE (CD) PLANS FOR PROPOSED DRAINAGE IMPROVEMENTS.
5. SIGNING AND STRIPING SHALL CONFORM TO LADBS DOCUMENT NO. PWC 2002-001.

54TH ST. EAST LOT PARKING COUNTS		
	EXISTING	PROPOSED
STANDARD	0	42
ADA STANDARD	0	2
COMPACT	0	1
TOTAL	0	45

NOT FOR CONSTRUCTION

REV	DATE	BY	APP	REQ NO	EXPIRES	SEAL HOLDER	DESCRIPTION
A							60% DESIGN
B							85% DESIGN
C							100% DESIGN
D							100%-1 DESIGN

DESIGNED BY: R. BECERRA
DRAWN BY: R. BECERRA
CHECKED BY: A. GAYTAN
IN CHARGE: R. SHIMIZU
DATE: 05/31/22

LA DBS
DEPARTMENT OF BUILDING AND SAFETY

V&A INC.
1111 S. GRAND AVE. SUITE 103
LOS ANGELES, CA 90015
213.972.9700

APPROVED | SUBMITTED

DESTINATION CRENSHAW
PARKING LOT
POCKET PARK 54TH ST. EAST

CONTRACT NO. 717023
DRAWING NO. GEO - 04
REV D
SCALE 1"=10'
SHEET NO. 4 OF 5

DocuSign Envelope ID: 7065395C-6D46-4FF1-9E66-2D7CAB32CF18

EXHIBIT K

SB 4/22/2022

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY GRANT AGREEMENT

GRANTEE NAME: City of Los Angeles

2022

PROJECT TITLE: Destination Crenshaw

AUTHORITY: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

PROGRAM: General Fund Specified Grant Projects

AGREEMENT NUMBER: GF2156-0

TERM OF LAND TENURE: 25 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD IS: 03/01/2022 to 08/31/2023

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021), agrees to fund the project up to the total grant amount indicated.

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

TOTAL STATEGRANT NOT TO EXCEED: $6,500,000.00 (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

CITY OF LOS ANGELES

By Steven Fierro

Title Architectural Division Manager

Date 4/29/2022

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY

By Andrea Scharffer

Title Deputy Assistant Secretary for Bonds & Grants

Date 5/5/2022

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING		AGREEMENT NUMBER		FUND			
$6,500,000.00		**GF2156-0**		**0001– General Fund**			
ADJ. INCREASING ENCUMBRANCE				FI$CAL PO NUMBER			
$							
ADJ. DECREASING ENCUMBRANCE		FUNCTION					
$		**Local Assistance**					
UNENCUMBERED BALANCE		REF NUMBER	FUND	ENACTMENT YEAR	ACCOUNT NUMBER		ALT ACCOUNT
$		**101**	**0001**	**2021**	**5432000**		**5432000000**
PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOC	AGENCY USE	BUDGET PERIOD
0320	**0540**	**0540GF21560**	**21133**	**05400001**	**21133**		**2021**

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

S

5/12/2022

DATE

DocuSign Envelope ID: 7065395C-6D46-4FF1-9E66-2D7CAB32CF18

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Grantee Name: City of Los Angeles

Project Title: Destination Crenshaw

Agreement Number: GF2156-0

Authority: Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021)

Program: General Fund Specified Grant Projects

PROJECT DESCRIPTION

Destination Crenshaw is a 1.3-mile-long streetscape improvement and economic revitalization project to increase pedestrian safety, walkability, and access to public transportation and to local small businesses. The improvements include new sidewalk treatments, street furniture, wayfinding, public art, and facade.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to support capital asset projects in accordance with the provisions contained in the Procedural Guide for General Fund Specified Grant Projects and this Agreement.

TERMS AND CONDITIONS OF GRANT

General Provisions

A. Definitions

1. The term "Act" means Budget Act of 2021 (Chapters 21, 69, and 240, Statutes of 2021).

2. The term “Acquisition” means obtaining a fee interest or any other interest, including easements, leases, and development rights.

3. The term “Agreement” means this Grant Agreement.

4. The term “Application” means the Project Information Package and any applicable materials supplied by grantee to the State pursuant to the Application Guidelines.

5. The term “Application Guidelines” means the Procedural Guide for General Fund Specified Development and Acquisition Grant Projects.

6. The term “Development” means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.

7. The term “Fair Market Value” means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).

8. The term “Grant” or “Grant Funds” means the money provided by the State to the Grantee in this Agreement.

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9. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific project objectives within a specific project performance period by the Grantee.

10. The term "Grantee" means an entity who has a signed agreement for grant funds.

11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical, and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the project beyond the grant funds provided by this Agreement.

13. The term "Payment Request Form" means Form RA212.

14. The term "Project" means the acquisition or development activity described in the Application as modified by Exhibit A to be accomplished with grant funds.

15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

16. The term "Project Scope" means the description or activity for work to be accomplished by the project.

17. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.

18. The term "State" means the Secretary for California Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.

2. Grantee shall furnish any and all additional funds that may be necessary to complete the project.

3. Grantee shall complete the project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026.**

4. Grantee shall at all times ensure that project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant funds will not be disbursed before the close of the period for legal challenge under CEQA.

   Grant funds for planning and document preparation may be available sooner if included in the grant project scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date unless an extension is granted by the State.

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Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the General Fund Specified Grant Project and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the California Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all state-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.

6. Grantee certifies that the project does and will continue to comply with all current laws and regulations which apply to the project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that prior to commencement of construction all applicable permits and licenses (e.g., state contractor's license) will have been obtained.

7. Grantee shall provide access by the State upon 24-hours' notice to determine if project work is in accordance with the approved project scope, including a final inspection upon project completion.

8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original project scope per Exhibit A and the Application. Changes in project scope must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the project must also comply with all current laws and regulations, including, but not limited to, CEQA.

9. Grantee shall provide for public access and/or educational features where feasible.

10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest in project lands and demonstrate to the satisfaction of the State the proposed project will provide public benefits that are commensurate with the type and duration of the interest in land.

11. Grantee shall promptly provide photographs of the site during and after implementation of the project at the request of the State.

C. Project Costs

1. Unless otherwise agreed upon, Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

   a. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.

   b. Approved direct management costs or construction and development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the project.

   c. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.

   d. Overhead costs are generally limited to a maximum of 15% of total direct costs.

DocuSign Envelope ID: 7065395C-6D46-4FF1-9E66-2D7CAB32CF18

2. Payment Documentation:

   a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the project budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

   b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.

3. Grant funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.

4. The State reserves the right to request reimbursement of any funds spent on the project, even funds deemed eligible costs, if the project is not completed in accordance with the Grant Agreement and the guidelines.

5. Except as otherwise provided herein, the Grantee shall expend grant funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the project budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the grant funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final project expenditures with the final payment request and required closing documents.

2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest-bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used on the Project, as approved by the State. Any overpayment of Grant Funds in excess of final project costs shall be returned to the State within sixty (60) days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.

4. Grantee shall submit all documentation for project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of project completion, but in no event any later than **March 1, 2026.**

5. Final payment is contingent upon State verification that the Project is consistent with the Project scope as described in Exhibit A, together with any State-approved amendments.

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6. This Agreement may be amended by mutual agreement in writing between the Grantee and the State. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

E. Project Termination

1. The State reserves the right to terminate a Grant Agreement for any reason at any time. There are no vested rights or entitlements to funding that a Grantee can or should rely upon, and once a notice of termination is provided to the Grantee, only authorized and eligible work prior to that notification of termination will be paid by the State.

2. Prior to the completion of project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by the Grantee which affects performance of this or any other grant agreement or contract entered into with the State.

3. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

4. If the Grantee fails to complete the project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

5. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

6. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

7. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the for the purposes as stated in the Application for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or

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incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.

2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the project, including development, construction, operation or maintenance of the property described in the project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and the Grantee because of the gross negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. Grantee shall maintain, operate, and use the project in fulfillment of the purpose funded pursuant to this grant for a minimum of twenty-five (25) YEARS, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the project improvements and render the project obsolete or impracticable to rebuild.

2. Grantee shall use the property for the purposes for which the grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor public agency assumes the obligations imposed by this Agreement.

3. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, the Grantee shall reimburse the State the amount of the Grant.

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I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. The completed project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

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1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the California Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Grant projects are subject to audit by the State annually and for three (3) years following the final payment of grant funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the project for which the grant funds were granted.

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EXHIBIT A

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

General Fund Specified Grant FY 2021-2022

Grantee Name: **City of** Los Angeles

Project Title: Destination Crenshaw

Agreement Number: GF2156-0

Project Scope:

Destination Crenshaw is a 1.3-mile long streetscape improvement and economic revitalization project to increase pedestrian safety, walkability, and access to public transportation, and local small businesses. The improvements include the construction of Sankofa Park, new sidewalk treatments, street furniture, wayfinding signage, and public art commissions to update business facades and landscaping elements throughout the corridor.

Project elements funded by General Fund grant:

- Administration & Development
- Community Engagement & Communications
- Install approximately 15,000 SF of concrete
- Install approximately 5,000 SF of weathered steel
- Construction Management
- Public Art Commissions
- Exhibition & Digital Media (Wayfinding Signage/Digital)

Project is located along public right of ways and is fully accessible to the general public.

Project Schedule:

Activity Description	Timeline
Planning, Coordination, and Outreach	March 2022
Preliminary work on the project	March/April 2022
Begin construction	March 2022
Sankofa Park construction complete	May/June 2023
Submit Project Closeout package with last Payment Request to State	August 2023

Cost Estimate: See Exhibit A-1

Minor Amendment to move $2,500,000 in funds from line items "CONCRETE" & "WEATHERED STEEL" to increase the amount to $2,628,419 for "GENERAL CONDITIONS" and $798,282 for "EXHIBITION & DIGITAL MEDIA". All items are located in the Construction Section and there are no changes to the project scope. Approved by Ron Benny 5/5/2023

Exhibit A-1: Cost Estimate
Project Name: Destination Crenshaw
Grantee: City of Los Angeles

Grant No. GF2156-0

PROJECT ELEMENT	Total Amount	General Fund Grant	Funding Source (LA City)	Funding Source (Destination Crenshaw)
1. NON-CONSTRUCTION COST				
Administration & Development	$11,711,764	$104,588	$1,018,375	$10,588,801
Community Engagement & Communications	$5,461,748	$91,000	$1,300,000	$4,070,748
Park Maintenance	$3,750,000	$0	$0	$3,750,000
Sub Total Non-Construction	**$20,923,512**	**$195,588**	**$2,318,375**	**$18,409,549**
CONSTRUCTION COST				
2. SANKOFA PARK CONSTRUCTION				
Site demolition	$160,000	$0	$0	$160,000
Site work	$796,448	$0	$0	$796,448
Erosion control	$54,362	$0	$0	$54,362
Construction fence	$38,442	$0	$0	$38,442
Concrete (site)	$1,468,707	$0	$0	$1,468,707
Concrete (structural)	$2,400,300	$0	$0	$2,400,300
Reinforcing steel	$740,408	$0	$0	$740,408
Weathered steel	$3,431,028	$0	$0	$3,431,028
Shade structures allowance	$454,000	$0	$0	$454,000
Lighting	$2,224,170	$0	$0	$2,224,170
Waterproofing	$200,000	$0	$0	$200,000
Plumbing	$184,400	$0	$0	$184,400
Paving	$79,250	$0	$0	$79,250
Landscape/irrigation	$587,050	$0	$0	$587,050
Security	$45,000	$0	$0	$45,000
Painting/finishes	$15,651	$0	$0	$15,651
Site furnishing - bench top	$50,000	$0	$0	$50,000
General requirements (survey, Covid safety, etc)	$401,364	$0	$0	$401,364
Subcontractor default insurance	$202,246	$0	$0	$202,246
Traffic control	$211,917	$0	$0	$211,917
Material escalation	$149,812	$0	$0	$149,812
School traffic assistance	$429,933	$0	$0	$429,933
Preconstruction for future phases	$90,000	$0	$0	$90,000
Workforce development	$274,000	$0	$0	$274,000
Photography	$4,489	$0	$0	$4,489
Artwork infrastructure	$175,000	$0	$0	$175,000
Parking per union agreement	$144,000	$0	$0	$144,000
Pavers	$925,100	$0	$0	$925,100
Permanent fiber relocation	$200,000	$0	$0	$200,000
Schedule acceleration	$200,000	$0	$0	$200,000
Storm drain removal	$50,000	$0	$0	$50,000
Contractor contingency - 2%	$334,430	$0	$0	$334,430
General conditions (Construction Management)	$2,628,419	$2,628,419	$0	$0
Bonds & insurance	$408,137	$0	$0	$408,137
Contractor's 5% fee	$987,903	$0	$0	$987,903
Sub Total Sankofa Park Construction	**$20,745,966**	**$2,628,419**	**$0**	**$18,117,547**
3. OTHER CONSTRUCTION				
Public Art Commissions	$14,179,566	$2,877,711	$1,569,175	$9,732,680
Design & Engineering	$5,826,676	$0	$3,444,390	$2,382,286
Land Acquisition & Entitlements	$500,000	$0	$0	$500,000
Exhibition & Digital Media (Wayfinding Signage / Digital)	$9,252,568	$798,282	$0	$8,454,286
Sub Total Other Construction	**$29,758,810**	**$3,675,993**	**$5,013,565**	**$21,069,252**
Total Construction	**$50,504,776**	**$6,304,412**	**$5,013,565**	**$39,186,799**
Contingency (not to exceed 10% of grant)	**$2,074,597**	**$0**	**$0**	**$2,074,597**
Grand Total	**$73,502,885**	**$6,500,000**	**$7,331,940**	**$59,670,945**

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.
**Overhead costs are allowable and generally limited to 15% of total direct costs of the grant. In -service payroll may not include a "billable rate" or administrative cost allocation.

EXHIBIT L

Guidelines Relating to Gas Tax Expenditures for Cities and Counties

BETTY T. YEE
California State Controller

March 2019

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APPENDIX: ROAD MAINTENANCE AND REHABILITATION PROGRAM

BACKGROUND 100

Purpose of the Guidelines 110

Guidelines Relating to Gas Tax Expenditures was developed to assist cities and counties in making determinations as to eligibility, responsibilities, accounting requirements, and records, and as a source of technical assistance. The guidelines are not intended to replace statutory or legal authority, but to enhance and explain the somewhat general descriptions found in the California Constitution and the Streets and Highways (S&H) Code.

Guidelines relating to the Road Maintenance and Rehabilitation Program (RMRP) are included as an appendix to this document.

Expenditure Authority 120

Expenditure authority is governed by Article XIX of the California Constitution and S&H Code section 2101. These laws describe the allowable uses of gas tax funds for public streets and highways, public mass transit guideways, and their related public facilities. The RMRP is additionally governed by S&H Code section 2030.

State Controller's Responsibility 130

The constitutional responsibilities of the State Controller are outlined in the California Constitution and various statutes, the most general of which is Government Code section (GC) 12410, which requires the Controller to superintend the fiscal concerns of the State. In addition, S&H Code section 2153 imposes a mandatory duty on the Controller to ensure that the annual street and road reports are adequate and accurate.

The State Controller's Office (SCO) conducts audits of cities' Special Gas Tax Street Improvement Funds and counties' Road Funds. The SCO's audit objective is to ensure that highway users tax funds are accounted for and expended in compliance with applicable laws and regulations.

City and County Responsibilities 140

Cities and counties are required to expend gas tax revenues for street and road purposes in compliance with the S&H Code and to be accountable for the efficient and transparent use of the apportioned funds.

REPORTING REQUIREMENTS 200

Reporting Requirements 210

S&H Code section 2151 requires cities and counties to file an annual report of street or road expenditures made during the preceding fiscal year. The SCO provides a tool for completing and submitting these reports, the *Annual Street Report* for cities and the *Annual Road Report* for counties, on its website. The website facilitates the compilation of the reports with instructions, forms, current and historical appropriation data, and relevant code references.

Contents of the Report 220

The reports filed by cities and counties must show the amount expended for: construction by contract, maintenance by contract, construction by day labor, and maintenance by day labor.

The reports also must include a detailed statement of all money available from all sources during the fiscal year covered by the report. This includes money made available by the federal government, the State, the county or city, and any other governmental agency; as well as money available from bond issues, special assessments, or from any other source for expenditure for street or road purposes.

The expenditures included in the report must be broken down into expenditure categories, such as expenditures for rights-of-way or other property, new construction, reconstruction, widening, resurfacing, maintenance, repair, and acquisition and maintenance of equipment. The report also must include a detailed statement of all expenditures for snow removal. (S&H Code section 2152)

Annual Tabulation and Compilation 230

The SCO annually tabulates and compiles the city and county reports and publishes the compilation report on its website.

Delinquent Reports 240

No state money will be allocated to any city or county that is delinquent in filing this report. (S&H Code section 2155)

HIGHWAY USERS TAX ACCOUNT APPORTIONMENTS 300

Revenues 310

Revenues from the gas tax deposited into the Highway Users Tax Account (HUTA) in the Transportation Tax Fund are apportioned by the SCO to cities and counties. These apportionments are provided for in S&H Code sections 2100 through 2127. The following table outlines the recipients, apportionment basis, and restricted use of the HUTA money:

HUTA Apportionment Basis and Usage of Funds Apportioned per the S&H Code

Code Section	*Apportionment Based on*	*Restricted Use*
S&H §2103	Population, vehicle registration, maintained mileage	Any street or road purpose
S&H §2104(a)	Specified amount of $1,667 per month	Undistributed engineering cost and administrative expense
S&H §2104(b)	The lesser of: 1) total reimbursable snow removal and/or snow grooming costs reported annually by counties, or 2) $7,000,000	Snow removal or snow grooming or both
S&H §2104(c)	Specified percentage per §2110.5 payable only to certain counties	Heavy rainfall and storm damage
S&H §2104(d)(e)(f)	Vehicle registration maintained mileage	Any road purpose
S&H §2105	Per gallon tax per R&T§7360, §8651, §8651.5, §8651.6, §60050, §60115	Any street or road purpose
S&H §2106	Vehicle registration, tangible property assessed valuation, and population; also specifies monthly payment to each city ($400) and county ($800)	Any street or road purpose
S&H §2107(b)	Amount equal to one-half of expenditures in excess of $5,000	Snow removal
S&H §2107(c)	Population	Any street or road purpose
S&H §2107.5	Population	Engineering cost and administrative expense*

* Cities with populations of fewer than 10,000 inhabitants may expend S&H Code section 2107.5 money for acquisition of rights-of-way and for construction of their street systems.

Prerequisites to Receive HUTA Apportionments 320

To receive HUTA apportionments, a city or county must:

- Establish a Gas Tax Street Improvement Fund or Road Fund as required by law;
- Deposit HUTA money in a separate bank account when required by law;
- File any report required by law; and
- Restore any gas tax money not expended in conformance with any law or constitutional provision.

The SCO may withhold payment of HUTA apportionments in the event of a city or county's failure to comply with these prerequisites. When a city or county has provided satisfactory proof to the SCO of the establishment of a Gas Tax Street Improvement Fund or Road Fund, the deposit of HUTA money in a separate bank account, the filing of the delinquent report, or the restoration of the improperly expended money, the city or county will then receive the gas tax apportionments. (S&H Code section 2119)

DEFINITIONS RELATED TO STREETS AND ROADS 400

General 410

The following information is derived from the *Local Assistance Program Guidelines* and the *Local Assistance Procedures Manual* developed by the California Department of Transportation (Caltrans), and the applicable sections in the S&H Code, California Attorney General Opinions, and SCO legal opinions, as well as from frequently asked questions and various audit findings.

The subsequent definitions presented are useful for the proper accounting of street and road costs. Some consolidations have been made and certain wording modified; however, the definitions are essentially those presented in the aforementioned documents.

Term	Definition
City	Includes "city and county" and "incorporated town." (S&H Code §15)
County highway or roads	Any highway that is (a) laid out or constructed as such by the county, (b) laid out or constructed by others and dedicated or abandoned to or acquired by the county, (c) made a county highway in any action for the partition of real property, or (d) made a county highway pursuant to law. (S&H Code §25)
County	Includes "city and county." (S&H Code §14)
Exclusive public mass transit guideways	A channel, slot, or track in which a common carrier vehicle is fitted or linked so that its line of motion is controlled.
Governing body	City Council for cities and Board of Supervisors for counties.
Highway	Includes bridges, culverts, curbs, drains, and all works incidental to highway construction, improvement, and maintenance. (S&H Code §23)
Non-motorized transportation facility	A facility designed primarily for the use of pedestrians, bicyclists, or equestrians. (S&H Code §887)
Sidewalks	That portion of a highway, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel. (Vehicle Code §555)
Street	All or any portion of territory within a city set apart and designated for the use of the public as a thoroughfare for travel, and includes the sidewalks, the center, and the side plots thereof. (S&H Code §22010)
Right-of-way	Land acquired for use as a street or highway, either as an easement or by grant deed conveying title in fee.
City street	No public or private street or road shall become a city street or road until the governing body, by resolution, has accepted the street or road into the city street system (S&H Code §1806). The width of all city streets except state highways, bridges, alleys, and trails, shall be at least 40 feet. The governing body of any city may, by a resolution passed by a four-fifths vote of its membership, determine that the public convenience and necessity demand the acquisition, construction, and maintenance of a street of less than 40 feet. (S&H Code §1805)
County road	No public or private road shall become a county highway until the board of supervisors by appropriate action caused the road to be accepted into the county road system. (S&H Code §941) The width of all county highways, other than bridges, alleys, lanes, and trails, shall be at least 40 feet, except the board of supervisors of any county may, by a resolution passed by a unanimous vote of its members, determine that the public convenience and necessity demand the maintenance of a highway of less than 40 feet. (S&H Code §906)

Construction 420

Construction can be defined as the building or rebuilding of streets, roads, bridges, ferries; and acquisition of rights-of-way or their component parts; to a degree that improved traffic service is provided and geometric or structural improvements are effected. Construction also includes allocated administration and engineering necessarily incurred and directly related to these activities.

The following information is intended to define the categories of expenditures and provide examples for general guidance.

Construction work can be separated into four categories:

1) New Construction – A construction that substantially deviates from the existing alignment and provides for an entirely new street or roadbed for the greater parts of its length.

2) Reconstruction – A construction involving realignment or the use of standards well above those of the existing element, whereby the type or the geometric and structural features are significantly changed.

3) Preventative Maintenance – Includes, but is not limited to, roadway activities such as joint and shoulder rehabilitation, heater re-mix, seal coats, corrective grinding of PCC1 pavement, and restoration of drainage systems.

4) 3R Work – All other work that does not fall into the above-defined categories for new construction, reconstruction, or preventative maintenance and typically involves the improvement of highway pavement surfaces through resurfacing, restoration, or rehabilitation. 3R Work is generally regarded as heavy, non-routine maintenance designed to achieve a ten-year service life. Specifically, 3R Work is defined as:

   - *Resurfacing* generally consists of placing additional asphalt concrete over a structurally sound highway, street, or bridge that needs treatment to extend its useful service life.
   - *Restoration* means returning a road, street, structure, or collateral facility to the condition existing after original construction.
   - *Rehabilitation* implies providing some betterments, such as upgrading guardrail or widening shoulders.

The following examples of construction expenditures are grouped by types of work:

Expenditures	*Types of Work*
Additions	• The addition of a frontage street or road • Addition of auxiliary lanes such as speed change, storage, or climbing lanes
Barriers	• Earthwork protective structures within or adjacent to the right-of-way area • Extensions and new installation of walls • Replacement of retaining walls to a higher standard • Extension of new installation of guardrails, fence lines, raised medians, or barriers for traffic safety
Bikeways	• Construction of bikeways when they are an integral part of the streets and highways system • Construction of bicycle or pedestrian underpasses or overhead crossings for the general public use

[1] Portland Cement Concrete (PCC) pavement, or *rigid pavement* as it is sometimes called, refers to the rigid concrete layer of the pavement structure that is in direct contact with the traffic.
Source: http://www.industrialresourcescouncil.org/Applications/PortlandCementConcretePavement/tabid/447/Default.aspx

Expenditures	*Types of Work*
Bridges	• Reconstruction of an existing bridge or installation of a new bridge • Widening of a bridge • Replacement of bridge rails and floors to a higher standard
Curbs, etc.	• Installation or extension of curbs, gutters, sidewalks, or underdrains
Drainage	• A complete reconstruction or an addition to a culvert • Extending old culverts and drains and replacing headwalls
Landscaping	• Installation or additional landscape treatment such as sod, shrubs, trees, irrigation, etc., along the street or road right-of-way
Layout	• Change of alignment, profile, and cross-section • Reconstruction of an intersection and its approximate approaches to a substantially higher type involving a change in its character and layout including changes from a plain intersection to a major channelized intersection or to a grade separation and ramps
Lighting	• Installation or expansion of street or road lighting system
Relocation	• The removal of old street and roadbeds and structures, and detour costs when connected with a construction project • Replacement in kind, when legally required, of structures that are required to be relocated for street and road purposes
Signs and signals	• The installation of original traffic signs and markers • Replacement of all major signs or traffic control devices on a street or road • The installation of a new sign or the replacement of an old sign with one of superior design such as increased size, illumination, or overhead installations • Installation or improvement of traffic signal controls at intersections and protective devices at railroad grade crossings • Purchase and installation of traffic signal control equipment including traffic actuated equipment, radio or other remote control devices and related computers, and that portion of preemption equipment not mounted on motor vehicles
Striping	• Painting or rearrangement of pavement striping and markings, or repainting to a higher standard
Surface work	• Original surfacing of shoulders • Improvement of a surface to a higher type of material • Placing sufficient new material on soil surface or gravel street or road to substantially improve the quality or the original surface • Bituminous material of one inch or more placed on bituminous or concrete material—a lesser thickness may be considered construction provided the engineer certifies that the resulting pavement is structurally adequate to serve anticipated traffic • Remix existing bituminous surfacing with added materials to provide a total thickness of one inch or more—a lesser thickness may be considered construction provided the engineer certifies that the resulting pavement is structurally adequate to serve anticipated traffic • Stabilization of street or road base by adding material such as cement, lime, or asphalt
Widening	• Widening of existing street or roadbed or pavement, with or without resurfacing • Resurfacing, stabilizing, or widening of shoulders including necessary connections to side streets or road approaches

Maintenance **430**

Maintenance is defined as the preservation and upkeep of a street or road constructed condition, and the operation of a street or road facility and its integral services to provide safe, convenient, and economical highway transportation.

Physical Maintenance is preservation and upkeep of a highway, including all of its elements, in as nearly as practicable its original condition or its subsequently improved condition.

Traffic Services include the operation of a highway facility, and services incidental thereto, to provide safe, convenient, and economic travel.

Following are examples of maintenance expenditures:

- Scarifying, reshaping, and restoring material losses
- Applying dust palliatives
- Patching, repairing, surface treating, and joint filling on bituminous or concrete surfaces
- Jacking concrete pavements
- Repairing traveled way and shoulders
- Adding bituminous material of less than 1" to bituminous material including seal coats
- Remixing existing bituminous surfacing with added materials to provide a total thickness of less than one inch
- Patching operations including base restoration
- Resealing street or road shoulders and side street and road approaches
- Reseeding and resodding shoulders and approaches
- Reshaping drainage channels and side slopes
- Restoring erosion controls
- Cleaning culverts and drains
- Removing slides and restoring facilities damaged by slides (additional new facilities shall be construction)
- Mowing, tree trimming, and watering within the street right-of-way
- Replacing topsoil, sod, shrubs, trees, irrigation facilities, etc., on streets and roadsides
- Repairing curb, gutter, rip-rap, underdrain, culverts, and drains
- Cleaning, painting, and repairing bridges and structures
- Performing all snow control operations such as erection of snow fences and the actual removal of snow and ice from the traveled way
- Repainting pavements, striping, and markings
- Repainting and repairing signs, guard rails, traffic signals, lighting standards, etc.
- Adding small numbers of conventional traffic control devices including signs
- Servicing street or road lighting and traffic control devices
- Furnishing power for street or road lighting and traffic control devices

Administrative Costs 440

Direct Costs

Direct costs are expenditures incurred solely and specifically for street or road purposes or projects. Direct costs include contract payments, Right of Way acquisition, direct material, and forced labor costs; the salaries, wages, fringe benefits and related costs of employees directly participating on street and road purpose projects. Typical direct costs include:

- Compensation of employees for the time devoted and identified specifically to the performance of the street or road project(s). Direct cost typically includes first level of supervision dedicated to the project. Supervisory activities above the first level of supervision are recoverable as indirect costs.
- Costs of materials consumed, or expended specifically for the purpose in which the participating state/federal funds were authorized.
- Equipment and other approved capital expenditures.
- Expense items or services contracted, or furnished specifically for the project to carry out the purpose in which the participating federal/state funds were authorized.

Indirect Costs (Overhead)

Indirect costs, or general street or road overhead costs, are costs that are incurred for street or road purposes that cannot be readily identified to a particular project. Cities and counties are allowed to use highway users' tax monies to reimburse for indirect costs provided that there is documentation that amounts reimbursed were fairly and equitable allocated. Indirect costs typically include:

- Cost of overall supervision of field operations
- Cost of shop supplies such as expendable small tools and non-permanent barricades, warning signs, and other devices

Ineligible Expenditures 450

Following is a list of the types of expenditures **not** eligible for financing from gas tax money:

- Cost of rearranging non-street or road facilities, including utility relocation, when not a legal road or street obligation
- New (first installation of) utilities, including water mains, sanitary sewers, and other non-street facilities
- Cost of leasing property or right-of-way, except when required for construction work purposes on a temporary basis
- Cost of constructing or improving a street or area for parking purposes, **except** for the width normally required for parking adjacent to the traveled way and within the right-of-way
- Decorative lighting
- Park features such as benches, playground equipment, and restrooms
- Work outside the right-of-way which is not a specific right-of-way obligation
- Equestrian under- and overpasses or other similar structures for any other special interest group unless as a part of a right-of-way obligation

- Acquisition of buses or other mass transit vehicles or maintenance and operating costs for mass transit power systems or passenger facilities (passenger facilities include but are not limited to bus benches, shelters, and bus stop signs, or equipment and services)
- Maintenance or construction on alleys that have not been formally designated as part of the jurisdiction's street and road system
- Improvements and maintenance to park and ride designated lots
- Driveways outside of the street and road right-of-way
- Debt service payments for non-voter-approved bonds, including Certificates of Participation
- Over-expended funds (deficit fund balance)
- Negative interest allocation

SPECIFIC DETERMINATIONS 500

Questions Related to HUTA Expenditures 510

The following information is included to provide guidance on some specific questions that may arise during the course of a jurisdiction's annual street and road program. The list is not all-inclusive, but does cover a comprehensive area of activities.

Subject	*Determination*
May HUTA money fund a freeway emergency telephone system?	Yes. Freeway emergency telephone systems serve a highway purpose, potentially increasing traffic capacity through better accident reporting.
May a city or county purchase land for "greenbelt" purposes with HUTA money?	Surplus street or road land may be used for a park, providing it mitigates the environmental impact of a street construction project. However, legislative action is necessary to authorize the use of HUTA funds to purchase land for "greenbelt" purposes.
May a city or county expend interest earned on HUTA funds for non-street or road purposes?	No. Interest follows principal and may not be spent for a non-street or road purpose.
Are temporary transfers or loans from a Special Gas Tax Street Improvement Fund or Road Fund allowed if the borrowed amounts are repaid in the same fiscal year?	No. Article XIX of the Constitution prohibits loans or temporary transfers of HUTA funds, HUTA funds are confined to street and road purposes. (CA Con Article XIX §2, S&H Code §2101)
May HUTA money fund the cost of lighting for bus stop shelters?	No. A bus stop shelter is not a facility for non-motorized traffic and such shelters are related to the motorized mass transit system.
May a city or county expend HUTA funds for rubberized railroad grade crossing material or repair grade crossing?	Yes. The purchase or repair would constitute a streets and roads purpose and be eligible for HUTA funding.
May a city or county expend HUTA funds for maintenance on a state highway?	Yes, if there is an agreement allowing the city or county authority to maintain a state highway; otherwise, the State has sole authority to maintain state highways.
May a city or county purchase equipment with HUTA funds?	Yes. Street or road related equipment is eligible for HUTA funding provided the following criteria are met: • The city or county keeps accurate records on acquisition cost, use, maintenance, and disposition; • Equipment purchased with HUTA funds may be used for non-street/road purposes provided the city or county reimburses the Special Gas Tax Street Improvement Fund or Road Fund for the use of the equipment at the Caltrans equipment rental rate or at an internally developed rental rate (supporting documentation required) • The city or county provides a representation letter substantiating street use, non-street use; and/or • Proceeds from disposition are redeposited in the Special Gas Tax Street Improvement Fund or Road Fund.

May the HUTA funds pay for expenses incurred in attending or participating in Institute of Transportation and Traffic Engineering-sponsored programs conducted for street or road purposes?

Yes. These expenses are allowable uses of HUTA funds.

What is the acceptable methodology for charging the Special Gas Tax Street Improvement Fund or Road Fund for its proportionate share of governmental overhead?

Overhead must be substantiated by a cost allocation plan, or an equitable and auditable distribution of these costs to all departments.

What is the proper treatment of right-of-way acquisition and disposal?

- Any city or county that has purchased salable excess right-of-way with HUTA funds must report any unsold portions to the Controller along with the reason(s) for holding it, and the anticipated date of disposal.
- If a city or county rededicates a park or other city-owned property for a street right-of-way, no charge may be made to the Special Gas Tax Street Improvement Fund or Road Fund for the value of this property.
- Any local jurisdiction may expend highway users' taxes for relocation expenses necessitated by right-of-way acquisitions in accordance with the applicable Government Codes on relocation assistance.

May a city charge percentage engineering in lieu of actual costs?

Percentage engineering is allowable at the rates presented below.

Contract Work:

Preliminary Engineering	*Construction Costs (in thousands)*	*Construction Engineering*
22%	$0–$49	22%
17%	$50–$74	20%
15%	$75–$99	18%
13%	$100–$149	16%
10%	$150–$249	15%
8%	$250–$499	14%
8%	$500–$999	14%
8%	$1,000–$2,000	14%

These percentages will be computed on the eligible portion of the contract price.

Day Labor: 5% for preliminary engineering and 6% for construction engineering and inspection. (These percentages will be computed on eligible portions of material, equipment, rental and labor (including fringe benefits).)

Right-of-Way Engineering: 2%. This percentage is on the total eligible right-of-way costs. If percentage engineering is used, the agency must be aware that: (1) no agency may claim percentage engineering in excess of its total street purpose engineering shown on the agency's records; (2) percentage charges may be made to the Special Gas Tax Street Improvement Fund during the same fiscal year in which the actual engineering work occurred (in some cases, this may require an estimate to be made in one year with an adjustment to actual in a subsequent year); and (3) if actual costs are known, it must be used in all cases.

May a jurisdiction charge the Special Gas Tax Street Improvement Fund and Road Fund for construction of facilities that are necessary to drain streets and roads?	For this purpose, those portions of the drainage system listed below may be financed entirely with such money: • Cross culverts, regardless of angle of crossing; • Storm drains, culverts, or drainage channels that are required to be constructed or reconstructed by improvements of the roadway; • Longitudinal storm drains or other longitudinal culverts, including manholes; • Cross or longitudinal gutters at intersections; and • Catch basins and related pipes. (The term *catch basin* shall include outlet structures or curb openings. Eligible catch basins must be located within the road or street system rights of way, or as close to the curb return joining the road or street system as practicable considering the location of obstructions and/or hydraulic considerations.)
Are HUTA funds available to be used for payment of the cost of any project to the extent that such cost is not reimbursable from federal funds (i.e. used as matching funds)?	Yes. HUTA funds are eligible to fund matching contributions to railroad grade separation projects, and county and federal matching programs.

SPECIAL ACCOUNTING REQUIREMENTS 600

Special Accounting Requirements for Cities 610

California law imposes specific requirements on the administration of and accounting for HUTA funds; this section compiles the current guidance.

Special Revenue Fund Required

S&H Code section 2113 states, in part, "...no apportionment of money from the Highway Users Tax Fund as provided in Section 2106 or 2107 shall be made to a city unless the city has set-up by ordinance a "special gas tax street improvement fund"." This fund is a special revenue fund used to account for proceeds of specific revenue sources that are legally restricted to expenditures for special purposes.

Fund Criteria

- Basis of Accounting – Modified accrual as required by generally accepted accounting principles for special revenue funds
- Primary Means of Spending Control – Annual budget appropriation limitations
- Usual Financing Sources – Legally or contractually identified revenues
- Measurement Focus – Spending and the quality and/or quantity of the products or services provided

Specific Accounting Requirements

The following requirements are to provide guidance on the specific accounting treatment as it relates to the Special Gas Tax Street Improvement Fund:

- All HUTA apportionments must be deposited directly into the Special Gas Tax Street Improvement Fund.
- If other revenues are commingled in the Special Gas Tax Street Improvement Fund, it is the jurisdiction's responsibility to provide accurate and adequate documentation to support revenue and expenditure allocation as well as segregated balances.
- Any expenditures being funded by "expenditure reimbursement" transfers of gas tax cash to other funds must be identified. Generally accepted accounting principles require that expenditures of the fund being reimbursed are credited to avoid an overstatement of expenditures. The credit would specifically identify the nature of expenditures being funded by gas tax.

Interest Requirements (S&H Code section 2113)

- Any interest earned on investment of HUTA funds must be deposited in the Special Gas Tax Street Improvement Fund to be used for street purposes.
- Any city that elects not to invest its HUTA funds but invests most of its other available funds should deposit the HUTA funds in a separate checking account to clearly indicate that this money was not invested.
- If HUTA funds are invested, they must receive their equitable pro-ration of interest earned on the total funds invested. Several methods are available to determine an equitable distribution of interest earned. Whatever method is employed will be analyzed during audit to determine reasonableness and confirm distribution to the Special Gas Tax Street Improvement Fund. The SCO recommends a distribution based on average month-end cash balances.

Reimbursements

Reimbursements of HUTA funds previously expended must be deposited in the Special Gas Tax Street Improvement Fund. This includes, but is not limited to:

- Federal aid urban projects
- Cooperative agreements
- Right-of-way dispositions
- Federal and safety projects

Special Accounting Requirements for Counties 620

All HUTA apportionments shall be deposited into a county's Road Fund. A county may deposit other money into the Road Fund. All money deposited into the Road Fund must be expended exclusively for the road related purposes specified in S&H Code section 2101. (S&H Code section 2150)

Procedural Requirements

Guidance on specific accounting treatment for County Road Funds is provided in Chapter 9, Appendix A of the *Accounting Standards and Procedures for Counties* manual published by the SCO as required by GC section 30200.

- All apportionments received from the Highway Users Tax Fund must be deposited into the county's Road Fund.
- The road commissioner of each county must prepare a tentative road budget covering all proposed county road expenditures. This budget must be submitted to the board of supervisors in accordance with Government Code sections 29000-29144 and in the form and manner prescribed by the SCO and at the same time as other county departments submit their recommended budgets. (S&H Code section 2007)
- Interest received by the county from the investment of money of its Road Fund must be deposited in its Road Fund and shall be used for road purposes.
- All other money deposited into the Road Fund shall be used for road purposes.

County Road Commissioner

Each county Board of Supervisors must appoint a single road commissioner for all road districts in the county. Every person who is appointed road commissioner after December 31, 1965, must be a registered civil engineer. There are exceptions to this requirement; the City and County of San Francisco may appoint a road commissioner who is not a registered civil engineer. (S&H Code section 2006)

The Board of Supervisors of any county may abolish the office of road commissioner if the board transfers all duties of the road commissioner to the county director of transportation. The director of transportation need not have any special permit, registration, or license. Any civil engineering functions required will be performed by a registered civil engineer acting under the authority of the director of transportation. (S&H Code section 2006.1)

The Board of Supervisors of Orange County may abolish the office of road commissioner if the Board transfers all duties of the road commissioner to an environmental management agency. The director of the environmental management agency is not required to have any special permit, registration, or license. Any civil engineering functions required to be performed by the road commissioner must be performed by a registered civil engineer acting under the authority of the director of the agency. (S&H Code section 2006.5)

Allocations or payments will not be made to any county from the HUTA until the county has complied with the requirements of S&H Code section 2006. If a vacancy occurs, the county has 180 days to appoint a new road commissioner. The 180-day time limit is contingent on the condition that there be a qualified acting road commissioner functioning during the interim period appointed by the board of supervisors. (S&H Code section 2006)

In May of each year, each county must submit to Caltrans any additions or exclusions from its mileage of maintained county highways, specifying mileage of each route added or excluded from its county-maintained roads. (S&H Code section 2121)

Records **630**

Source Documentation – On construction or purchase of right-of-way, all expenditures charged to the Special Gas Tax Street Improvement Fund or Road Fund must be supported by a warrant or other source document clearly showing that the payment for the expenditure was made and the source document (e.g. invoice, requisition, time sheet, equipment rental charge, engineering plans, specifications) clearly identifies the project to establish a readily discernible audit trail.

Record Retention – The SCO recommends retention of all documentation related to gas tax expenditures (electronic or hard copy) until audited and cleared without exception by the SCO.

INFORMAL DETERMINATION 700

General Information 710

The law does not provide for prior review of projects or proposed expenditures. The SCO's audit function relates only to a review of expenditures after the fact. However, the SCO will provide an informal determination as to whether a particular expenditure is within the guidelines. This does not constitute a final determination, but would point out whether or not a question of legality or authorized purpose exists. The initial determination still rests with the jurisdiction.

For Gas Tax program general information contact:

State Controller's Office
Division of Audits
Gas Tax Program
Email: AUDStreetsRoads@sco.ca.gov

To request an informal determination, submit a written request to:

Betty T. Yee
Controller of the State of California
Division of Audits
Gas Tax Program
Post Office Box 942850
Sacramento, California 94250

APPENDIX: ROAD MAINTENANCE AND REHABILITATION PROGRAM[1]

Program Overview:

The Road Maintenance and Rehabilitation Program (RMRP) was created to address deferred maintenance on the state highway system and the local street and road system. Program funds relating to Local Streets and Roads (LSR) will be apportioned by formula to eligible cities and counties pursuant to S&H Code section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Cities and counties receiving RMRP funds must comply with all relevant federal and state laws, regulations, policies, and procedures. Expenditure authority for RMRP funding is governed by Article XIX of the California Constitution; Revenue and Taxation Code, Division 2, Part 5, Chapter 6, section 11051; and S&H Code section 2030 (b). Program requirements include S&H Code sections 2034, 2036, 2037, and 2038.

The California Transportation Commission (CTC) has project reporting requirements for the RMRP-LSR funds and has developed an Annual Reporting Guidelines for this purpose.

Allowable Expenditures:

Funds made available by the program shall be used for projects that include but are not limited to:

- Road maintenance and rehabilitation.
- Safety projects.
- Railroad grade separations.
- "Complete street" components[2]
- Traffic control devices

Maintenance-Of-Effort Requirements

Cities and counties are expected to maintain local funding for local road repair projects at pre-RMRP levels (S&H Code section 2036). The expected level of funding - Maintenance of Effort (MOE) will be calculated using a city or county's average discretionary expenditures for the fiscal year (FY) 2009-10, FY 2010-11, and FY 2011-12, as reported in the Annual Street Report[3] (S&H Code section 2151).

- The SCO will oversee the MOE calculations and may request additional fiscal data for the base years and may withhold payment to cities and counties that do not comply with such requests within 120 days.
- The calculations of a city or county's annual general fund expenditures and of its MOE may include any unrestricted, discretionary funds expended for street, road, and/or highway purposes (including vehicle in-lieu tax revenues and revenues from fines and forfeitures as general fund expenditures).
- One-time allocations expended for street and highway purposes but unavailable on an ongoing basis may not be considered when calculating a city's or county's annual general fund expenditures (including revenue provided under the Teeter Plan Bond Law of 1994).
- The SCO has the authority to perform audits to ensure MOE compliance. Non-compliant cities/counties shall reimburse the state for the funds they received during that fiscal year. Funds withheld or returned as a result of noncompliance shall be reapportioned to the other counties and cities whose expenditures are in compliance.

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[1] Created by the *Road Repair and Accountability Act of 2017*

[2] *Complete street* components, including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water capture projects in conjunction with any other allowable project

[3] The MOE for a city incorporated after July 1, 2009 will be based on the periods: July 1, 2009 through December 31, 2015.

- If the expenditures of a city or county fall short of the MOE requirement in a particular fiscal year, the city or county may make up for the shortage in the following year with expenditures equaling or exceeding the total amount required to be expended for the two fiscal years.

Questions Related to RMRP Expenditures

The following information is intended to provide guidance on specific questions relating to the RMRP-LSR funding. The list is not all-inclusive, but covers the most frequently asked questions about the RMRP. To obtain additional information, contact the SCO, Division of Audits, Local Government Bureau by email at AUDrmr@sco.ca.gov.

Subject – Use of Funds	*Determination*
Can a city or county spend its RMRP-LSR fund apportionments prior to receiving the funds? Can a city or county incur expenditures for eligible projects using other funds and reimburse these other funds once it begins to receive its RMRP-LSR funding?	Yes. Cities and counties can use their apportionments received under S&H Code section 2032(h)(2) to reimburse the allowable expenditures incurred within the fiscal year of apportionment. (S&H Code section 2034(c))
Can a city or county issue bonds for RMRP funded projects and use RMRP-LSR funds for debt service payments?	Article XIX Section 6(b) of the California Constitution allows "[u]p to 25 percent of the revenues allocated to any city or county" from revenues imposed by the State on motor vehicles to be used "for the payment of principal and interest on voter-approved bonds issued by that city or county" for purposes specified in Article XIX section 2 of the California Constitution.
Can a city or county use the RMRP-LSR funds for the costs of utility relocations?	Utility relocations are generally not allowable unless there is a legal street or road obligation to do so.
Can the RMRP-LSR funds be expended on phases of a project including planning and engineering?	Yes. RMRP-LSR funds can be expended on all phases of eligible projects that are street-related or road-related.
Can a city or county use RMRP-LSR funds to pay street or road crew salaries for major maintenance programs and for purchasing materials?	Yes. A city or county can use RMRP-LSR funds to reimburse the costs of work performed by its own employees on street-related or road-related projects that are otherwise RMRP-eligible and in compliance with applicable state laws and regulations.
Can a city or county use RMRP-LSR funds for bridges and culverts?	Yes. Cities and counties may use RMRP- LSR funds for eligible maintenance and rehabilitation projects provided that the bridges and culverts are street-related or road-related.
Can agencies pool resources by developing Memoranda of Understanding to share RMRP-LSR funds locally in order to implement projects sooner?	No. The S&H Code does not allow agencies to pool resources with funds apportioned under S&H Code section 2032(h)(2).
Will the city or county need to submit invoices for reimbursement in order to receive the RMRP-LSR fund apportionment?	No. Cities and counties need not submit invoices in order to receive the RMRP-LSR fund apportionment. However, the city or county should retain sufficient supporting documentation for all expenditures and retain such documentation consistent with the record-retention requirements applicable to its jurisdiction.
Can a city or county carry over allocations to future years?	Yes. A city or county can carry over unexpended RMRP-LSR funds apportioned under S&H Code section 2032(h)(2) to subsequent fiscal years.

If a city or county accounts for the RMRP-LSR funds in its Gas Tax Fund or Road Fund, can the city or county simply allocate all interest to the fund itself and not allocate it to each individual funding source?	Yes. A city or county can allocate RMRP-LSR interest earned at the fund level (Gas Tax Fund or Road Fund).
Subject – Maintenance of Effort	*Determination*
Where can a city or county view the existing state records that show expenditures that the city or county reported for fiscal year (FY) 2009-10, FY 2010-11, and FY 2011-12?	A city or county can view the SCO-compiled Annual Streets and Roads reports at http://sco.ca.gov/ard_locrep_streets.html.
Can a city or county amend the annual street or road reports filed for FY 2009-10, FY 2010-11, and/or FY 2011-12?	No. The SCO does not accept amendments to annual reports that a city or county has filed once the deadline for the report has passed. Specifically, S&H Code Section 2151 requires cities and counties to file an annual report of expenditures for street or road purposes with the SCO on or before October 1 of each year. The deadlines for the annual reports filed for FY 2009-10, FY 2010-11, FY 2011-12, were October 1, 2010, October 1, 2011, and October 1, 2012, respectively. Therefore, no amendments to these reports will be accepted.
Will the SCO provide a mechanism for a city or county to request an adjustment to the maintenance-of-effort (MOE) requirement?	Yes. At the end of August 2017, the SCO sent each city and county a MOE Calculation Summary Sheet that must be completed and returned to the SCO by October 17, 2017. The MOE Calculation Summary Sheet shows the average general (discretionary) fund expenditure for FY 2009-10, FY 2010-11, and FY 2011-12 based on expenditures reported by the city or county in its streets or roads reports for those fiscal years. The city or county can either accept the MOE as calculated or request specific adjustments. The SCO may deny or approve requested adjustments after a review of the adjustments. If your city or county has not received the SCO's MOE calculation letter, please contact the SCO by email at AUDrmr@sco.ca.gov.
Will the SCO consider economic hardship and grant a city or county additional time to meet its RMRP MOE requirement, or allow a city or county to expand the number of fiscal years it uses from three years to five years when calculating the MOE amount?	No. The S&H Code section 2036 establishes the RMRP MOE requirements; and does not provide for economic hardship considerations to allow additional time to meet its MOE, other than as stated in S&H Code section 2036(f), or to expand the number of fiscal years for MOE calculation.
If a city or county has an existing MOE requirement for another program, can the General Fund expenditures used to satisfy the existing MOE requirement also be used to satisfy the RMRP MOE requirement?	Yes. The General Fund expenditures that satisfy the MOE requirement for another program can also be used to satisfy RMRP MOE requirements.
Can a city or county use RMRP fund expenditures to satisfy the RMRP MOE requirements?	No. RMRP funds are not considered discretionary funds, and therefore cannot be used to satisfy the S&H Code section 2036 MOE requirements.

A city or county reported General Fund street-related engineering costs in its FY 2009-10, FY 2010-11, and FY 2011-12 annual streets/roads report. Can the city or county have these costs removed from the average General Fund expenditures for these fiscal years or, alternatively, can the city or county include these costs in its annual General Fund expenditures to satisfy the MOE requirement?	All General Fund street-related or road-related costs should be included in a city's average General Fund expenditures for FY 2009-10, FY 2010-11, and FY 2011-12. These costs, if still incurred, satisfy the MOE requirement.
What revenues qualify as "one-time allocations" that will not be considered when calculating a city's or county's annual General Fund expenditures?	S&H Code section 2036(b) describes one-time allocations as funds that may not be available on an ongoing basis. If a city or county believes that one-time allocations have been included in its average General Fund expenditures for FY 2009-10, FY 2010-11, and FY 2011-12, it can request an adjustment to remove these allocations.
Will the calculation of the MOE requirement (the average General Fund expenditure for FY 2009-10, FY 2010-11, and FY 2011-12) be updated in the future using amounts from more recent fiscal years?	No. The MOE requirement will be calculated once and will not be updated.
Can a city or county include non-General Fund money to satisfy its annual MOE requirement?	Yes. Any unrestricted funds that the city or county may expend at its discretion may be included to satisfy its annual MOE requirement. The funds do not have to be from the General Fund.
S&H Code section 2037 states that a city or county may spend its apportionment of funds under the program on transportation priorities other than those allowable pursuant to this chapter if the city's or county's average Pavement Condition Index meets or exceeds 80. Does this impact a city's or county's MOE requirement?	No. This section does not impact the MOE requirement.
A city currently receives Measure M2 Local Fair Share funds from the Orange County Transportation Authority and uses these funds for street-related expenditures. These fund expenditures are reported as "Other Discretionary" in its annual street report. Can the city use these expenditures to satisfy its MOE annual requirement?	Yes. If these funds are discretionary, the city can use the expenditures to satisfy its annual MOE requirement.

Subject – Fund Apportionment	*Determination*
How can a city or county obtain or view its apportionment of RMRP-LSR funds?	Monthly apportionments, once made to cities and counties, may be viewed at http://www.sco.ca.gov/ard_local_apportionments.html.
If a city or county does not submit a project list to the CTC by October 16, 2017, what happens to the funds that were apportioned to that city or county in the corresponding fiscal year?	Pursuant to S&H Code section 2034(a)(1 and 2), the CTC will submit to the SCO an initial report of eligible cities and counties. The SCO will apportion available RMRP funds to eligible cities and counties included in the initial report. If a city or county is not included in the CTC initial report, the SCO will retain for 90 days, the monthly share of funds that would otherwise be apportioned and distributed to that city or county. If the SCO receives a subsequent report from the CTC within 90 days of receiving the initial report, that a city or county has become eligible to receive an apportionment, the SCO shall apportion the funds retained to that city or county. Any RMRP funds retained by the SCO for a city or county that still remains ineligible after 90 days from the initial report to the SCO by the CTC, will be reapportioned to all other eligible cities and counties.

ARTICLE 2

SPECIAL PARKING REVENUE FUND

Section
5.117 Use of Money Deposited in Parking Meters and Revenue from Public Off-street Parking Facilities.
5.118 "Incidental Expenses" - Defined.
5.119 Advances from Special Parking Revenue Fund.

Sec. 5.117. Use of Money Deposited in Parking Meters and Revenue from Public Off-Street Parking Facilities.

All money collected from parking meters and revenue from public off-street parking facilities of the City of Los Angeles, administered by the Department of Transportation or under its direction, shall be placed in a separate fund which shall be a special fund to be known as the "**Special Parking Revenue Fund**", which fund is hereby created and which fund together with all interest accruing thereon shall be devoted exclusively to the following purposes:

1. For the purchasing, leasing, installing, repairing, maintaining, operating, removing, regulating and policing of parking meters and parking meter spaces in the City of Los Angeles, for the collection of the receipts therefrom and for the payment of any and all expenses relating or incidental thereto. For purposes of this section, the policing of parking meters shall not include the routine and customary issuance of parking citations.

2. For the purchasing, leasing, acquiring, designing, constructing, improving, operating and maintaining of off-street parking facilities in the City of Los Angeles for the provision of parking for the public and for City employees; consistent with the purpose of the regulation of traffic and the prevention of congestion of the city streets, it is the intention of the City that off-street parking facilities be acquired or constructed within or in close proximity to the business district which parking meter zones are established, and paid for from the receipts of the off-street parking facilities and the parking meters installed on streets within or in proximity to said business districts; provided, that notwithstanding such intent, the City may pledge any and all funds in the Special Parking Revenue Fund to fund the acquisition, design, construction, operation and maintenance of a particular off-street parking facility within a parking meter zone anywhere in the City.

3. For the painting and marking of streets and curbs required for the parking of motor vehicles within parking meter zones.

4. For the repayment of any money borrowed from any other fund, or any money which has been advanced or which may be advanced by the City Council from any other fund with the intent that reimbursement be made from the Special Parking Revenue Fund.

5. For the payments of principal, interest, redemption premiums, prepayments, reserve fund replenishments, and certificate payments on any bonds, notes, other evidences of indebtedness, and certificates of participation (collectively, Financings) issued or incurred for the purposes specified in this Article and for the purpose of paying any related financing costs, including, but not limited to, bond insurance, credit enhancement, and costs of issuance. While any Financings are outstanding, first consideration for the use of money in the Special Parking Revenue Fund shall be given to the payments for the Financings, and second consideration to payments of the costs of operations and maintenance.

6. After paying, or setting aside cash for the payments of, the: (a) Financings as provided in subsection 5.; (b) costs of operations and maintenance and costs of activities in the preceding subsections 1. through 4., including the funding required for a 5-year Parking Operations and Maintenance Plan, proposed and updated annually or more often by the Department of Transportation and approved by Council, that includes the necessary maintenance, upgrades, technology and repairs of parking structures, meters, and related assets; and (c) establishment and replenishment of a contingency account for the Special Parking Revenue Fund, any residual money in the Special Parking Revenue Fund may be determined by the Council to be surplus funds for the fiscal year, beginning with Fiscal Year 2007-08, and at the direction of the Council may be transferred immediately to the Reserve Fund for any general governmental purposes. The Council shall make a determination of a surplus, if any, no later than the end of the third quarter of the subsequent fiscal year.

Notwithstanding any other provision of this section to the contrary, all fees paid to the City by City employees for parking privileges at off-street parking facilities shall be deposited in the City Employees Ridesharing Fund, as established by section 5.344 of this Code.*

* **Note:** This paragraph, added by Ord. No. 174,054 in 2001, was inadvertently removed from this section when the Administrative Code was republished in 2002.

SECTION HISTORY

Based on Municipal Code, Secs. 88.09 and 88.59.
Added by Ord. No. 143,157, Eff. 5-4-72.
Amended by: New Para. 5 added, former Para. 5 number changed to Para. 6, Ord. No. 148,168, Eff. 5-3-76; Para. 5, Ord. No. 149,963, Eff. 8-20-77; First Para., Ord. No. 165,007, Eff. 8-5-89. Renumbers Subsec. 6 as 8 and Subsecs. 6. and 7. added, Ord. No. 168,235, Eff. 10-16-92; Item 9 added, Ord. No. 170,606, Eff. 8-17-95; Para. 2 amended, Para. 10 added, Ord. No. 172,281, Eff. 12-14-98; In Entirety, Ord. No. 172,695, Eff. 8-9-99, Oper. 7-1-00; Para. 2, amended, Last Unnumbered Para. added, Ord. No. 174,054, Eff. 8-6-01; Subsec. 6. added, Ord. No. 176,072, Eff. 8-10-04; First Unnumbered Para. and Subsec. 5. amended, Subsec. 7 added, Ord. No. 180,460, Eff. 2-8-09; Subsec. 7 amended, Ord. No. 180,723, Eff. 7-13-09, Oper. 6-30-09; Subsec. 7 amended, Ord. No. 181,337, Eff. 11-12-10; Subsec. 7 amended, Ord. No. 182,145, Eff. 7-12-12; Subsec. 6 deleted and former Subsec. 7 amended and renumbered as Subsec. 6, Ord. No. 182,251, Eff. 10-23-12.

Sec. 5.118. "Incidental Expenses" - Defined.

"**Incidental Expenses**," as referred to in Section 5.117 include, but are not limited to:

(a) Preliminary investigation, study, planning and mapping of proposed prospective off-street parking areas and contemplated vehicle parking districts, as described in the Streets and Highways Code of the State of California, hereinafter referred to as "**Parking Districts**";

(b) Compensation for architects, engineers, drafter, attorneys, financial consultants and other persons supplying services necessary or convenient for the aforesaid preliminary investigation or for the preparation of documents and petitions in connection with Parking Districts;

(c) The cost of title searching, description writing, appraisal fees, partial reconveyance fees, surveys and sketches incident to securing properties or easements for properties or rights of way in connection with public parking.

SECTION HISTORY

Based on Municipal Code, Sec. 88.09.1.
Added by Ord. No. 143,157, Eff. 5-4-72. (Formerly Sec. 5.118 in Art. 3.)

Sec. 5.119. Advances From Special Parking Revenue Fund.

Monies may be advanced from the Special Parking Revenue Fund for the purposes described in Section 5.117 of this Code including incidental expenses, as defined in Section 5.118, upon or by order of the City Council upon such conditions as said Council may impose, provided, however, that in the absence of Council order to the contrary, monies as advanced shall be returned to the Special Parking Revenue Fund from any monies realized from the payment of assessments, sale of bonds or from any other means of financing the acquisitions and improvement of off-street parking facilities in connection with the vehicle parking districts formed pursuant to the provisions of the Streets and Highways Code of the State of California.

SECTION HISTORY

Based on Municipal Code, Sec. 88.09.2.
Added by Ord. No. 143,157, Eff. 5-4-72. (Formerly Sec. 5.119 in Art. 3, with changes.)

Form Gen. 146 (Rev. 9/06)

EXHIBIT M

Required Insurance and Minimum Limits

Name: Destination Crenshaw Date: 10/29/2024

Agreement/Reference: City of LA Funding - Public right of Way Agreement

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation** - Workers' Compensation (WC) and Employer's Liability (EL)

WC ***Statutory***

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

___ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐ _____

☐ Sexual Misconduct _____

___ **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
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

___ **Pollution Liability** _____

☐ _____

✓ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance** _____

Other: Sent to DavidHirano @ CAO

*To comply with Insurance & Bond requirements, contractor's broker/agent MUST submit their evidence of insurance and/or bonds on the City's designated site for insurance and bond compliance and tracking: KwikComply (https://kwikcomply.org/).

TO CITY CLERK FOR PLACEMENT ON NEXT REGULAR COUNCIL AGENDA TO BE POSTED #52

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 (Project). The FY 2023-24 Adopted Budget provides an additional $13 million for the project, which must be reflected in the existing contract to allow payment of the funds.

I THEREFORE MOVE that the Council APPROVE the attached Fourth Amendment to Contract No. C-134516 between the City of Los Angeles and the Destination Crenshaw nonprofit, as substantially presented, to increase the contract ceiling amount by $13,000,000 for an amended total amount of $46,807,000 and replace the payment schedule of the contract with the revised Exhibit F - Project Budget and Payment Schedule.

I FURTHER MOVE that the Council, subject to approval of the Mayor, establish a new capital project entitled "Destination Crenshaw," and within Capital Improvement Expenditure Program Fund No. 100-54 AUTHORIZE the appropriation of $13,000,000 to a new account entitled "Destination Crenshaw" from the following sources of funds for payments associated with Contract No. C-134516:

a. $5,997,979 transfer from Capital Improvement Expenditure Program Fund No. 100-54, Sankofa Park Account No. 00Y954;
b. $3,714,776 transfer from Capital Improvement Expenditure Program Fund No. 100-54, K-Line Pedestrian Linkage Account No. 00Y971;
c. $1,639,147 transfer from General City Purposes Fund No. 100-56, Council Community Projects Account No. 000903 (Destination Crenshaw, CD 8);
d. $477,314 in reimbursement transfers from Cultural Affairs Department Fund No. 100-30, Crenshaw Arts District Account No. 009878 (Source Fund No. 480), as approved by the Cultural Affairs Department upon receipt and review of project invoices;
e. $1,170,784 in reimbursement transfers from the Park and Recreational Sites and Facilities Fund No. 209, Various Recreation and Parks Facilities Account No. 88Y210 (CD 8 Trees and Green Space Restoration Project), as approved by Recreation and Parks upon receipt and review of project invoices; and

I FURTHER MOVE that the City Administrative Officer be authorized to make any technical corrections or clarifications to the above fund transfer instructions in order to effectuate the intent of this Motion, including any corrections and changes to fund or account numbers.

PRESENTED BY: _____
MARQUEECE HARRIS-DAWSON
Councilmember, 8th District

AUG 30 2023

SECONDED BY: _____

ORIGINAL

msr

TRANSMITTAL NO. 2

FOURTH AMENDMENT TO CONTRACT C-134516
BETWEEN
CITY OF LOS ANGELES
AND
DESTINATION CRENSHAW

This Fourth Amendment to Contract Number C-134516 ("Agreement") between the City of Los Angeles, a municipal corporation ("City"), acting through its Department of Public Works, Bureau of Engineering ("BOE") and Destination Crenshaw, a 501 (c)3 non-profit agency ("Consultant"), collectively referred to as "Parties" or individually as "Party", is entered into with reference to the following:

WHEREAS, the Parties entered into Agreement C-134516 on November 25, 2019, whereby the Consultant agreed to receive public funding to construct Destination Crenshaw projects;

WHEREAS, the construction cost for materials and labor has increased since the 2018 construction estimate. According to the Associated General Contractors of America, between January 2020 to July 2021, prices of all materials and services for new construction performed by contractors has gone up 26.3% on a national average (AGC, August 2021), and 13% in California (California Department of General Services, 2022). The California Department of General Services also reported that new construction costs in California went up 15.22% from June 2021 to June 2022;

WHEREAS, the construction cost of Sankofa Park has increased approximately $17M after Consultant was able to solidify the full scope of the project following completion of design and with material costs increases and other cost increases associated with storm drain relocation; and

WHEREAS, the Fiscal Year 2023-24 Adopted Budget by the City provides for additional funding for the project, which must be reflected in the existing contract to allow for payment of these funds in the start of the Fiscal Year.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Contract No. C-134516 is attached hereto as Exhibit 1 and incorporated herein by reference. The terms and conditions of Contract No. C-134516, and as has been subsequently amended including First Amendment, Supplemental Agreement, and the Third Amendment to Contract C-134516 effective on or about May 23, 2023, shall be the terms and conditions of this Amendment, except as expressly modified herein.

2. Section 103 Contract Administration and Representatives of the Parties
   B. The representative of the CONSULTANT shall be:

   Berlinda Fontenot-Jamerson, Board Chair
   Destination Crenshaw
   777 South Figueroa Street, #4050
   Los Angeles, CA 90017
   Berlinda@DestinationCrenshaw.la

Destination Crenshaw designates the following representative to represent the organization on its behalf:

Russ McDaniel, Project Manager
7700 Irvine Center Drive, Suite 800
Irvine, CA 92618
rmcdaniel@rmspm.com

3. Section 106 of Contract No. C-134516 is hereby amended to read substantially as follows:

§106 Scope of Project

The Destination Crenshaw Project is an open-air, public art and cultural experience with architectural designs that capture the innovative and trailblazing spirit of Black Los Angeles. Project elements along the 1.3 miles of Crenshaw Boulevard will include new spaces for community programming and gathering, parks and parklets, improved facades for historic businesses, more than 800 new tree plantings, additional landscape and streetscape improvements, and hundreds of locations for commissioned artwork.

- LACMTA Funding ($14,500,000): 100% cost to complete construction of Sankofa Park per the B-Permit including General Conditions, Bonds & Insurance, and Contractor's overhead, profit, and fee. Also included are utility relocations, storm drain relocation and any work to energize and required in order to maintain the project (i.e. water). Additionally, $300,000 in funding will be used to fund Perkins & Will construction document fees; and,
- 2019 State Funding ($10,000,000): 100% installation of decorative concrete pavers installed on both sides of Crenshaw Blvd for the project limits, construction mobilization for the Project, construction administration; project management, deposit on artwork, community engagement; and,
- 2019 City Funding ($1,500,000): Design fees; and,
- 2022 State Funding ($6,500,000): Construction management, installation of public art commissions and exhibition and digital media (wayfinding signage/digital); and,
- 2022 City Funding ($1,000,000): Artwork installation; and,
- 2023 City Funding- ARRA ($307,000): Design and construction of the parking lot (excluding the bioswale and bioretention systems in the public parking lot at 54th and Crenshaw Boulevard; and,
- 2023 City Funding ($13,000,000): Supplemental funding for Sankofa park and/or the 1.3 miles of street improvements and pocket parks

4. Section 107 – Compensation, of the Agreement is hereby amended to add the following additional funding:

§107 Compensation

The total compensation for this Agreement shall not exceed $46,807,000 for the scope of the Project and all other work described in the Agreement. Under no condition shall the liability of the City, LA Metro, and the State exceed the respective amounts in this section. The Consultant, as the Project Manager, should provide a proposed payment schedule (Payment Schedule) based on their baseline, cost-loaded schedule and deliverables for their project and all work described in this Agreement for the City's review and approval. The Consultant will be compensated based on the Payment Schedule, attached hereto as Exhibit F and Exhibit J.

1. 2019 State ($10,000,000) – Any disbursement of the State Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures;

2. 2019 City ($1,500,000) – Any disbursement of City Funds shall be subject to a determination that such expenditure is consistent with the Project Budget and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures; and,

3. LACMTA ($14,500,000) – Any disbursement of the LA Metro Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures.

4. 2022 State ($6,500,000) – Any disbursement of new State Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures and Approved Cost Estimate Attachment K

5. 2022 City ($1,000,000) – Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures.

6. 2023 City - ARRA ($307,000) – Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of the parking lot (excluding the bioswale and bioretention systems in the public parking lot at 54th and Crenshaw Boulevard as set forth by this Amendment 3.

7. 2023 City ($13,000,000) – Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE, Charter section 320, and Section 106.

8. The City shall authorize the expenditure of an amount not to exceed $46,807,000 in consideration of, and on the condition that the sum be expended in carrying out the purposes set forth in the Scope of Services and for the complete and satisfactory performance of the terms of this Agreement.

9. The City's liability under this Agreement shall only be to the extent of the present City appropriation to fund the contract.

10. The CONSULTANT shall bear the sole responsibility to complete the promised improvements and to provide any additional funds, if necessary, to comply with the CONSULTANT's obligations under this Agreement. It is understood by both parties that the City makes no commitment to increase funding or to approve reductions in the scope of the Project should conditions change which would impair the completion of the Project in its entirety.

11. Ratification Clause: Due to the need for Consultant's services to be provided continuously on an ongoing basis, Consultant may have provided services prior to the execution of this Fourth

Amendment. To the extent that said services were performed in accordance with the terms and conditions of this Fourth Amendment, those services are hereby ratified, with payments due, if any, following the effective date of this Fourth Amendment.

12. Except as otherwise amendment herein, all other provisions of the Agreement, as previously amended, remain the same.

13. Exhibit F - PAYMENT SCHEDULE of the Agreement will serve as the Payment Schedule for Advanced Payments 1 through 4.

14. Exhibit J - PAYMENT SCHEDULE of the Agreement is attached hereto and incorporated into this Amendment 4 to serve as the Payment Schedule for Advanced Payments 5 and beyond.

15. Exhibit K – Revised 2022 State Grant Allowable Cost Revision of the Agreement is hereby attached hereto and incorporated into this Amendment 4

[Signature page follows]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES

By: _____

Ted Allen, P.E.
City Engineer

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO,

City Attorney

By: _____

Adena Hopenstand
Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

City Agreement Number: _____

Council File Number: _____

DESTINATION CRENSHAW

By*: _____

Title: _____

Date: _____

NOTE: If Consultant is a corporation, two signatures are required.

* The signature of President, Chairman of the Board, or Vice President is required here; and

** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

Contract No. C-134516-Amendment 4
Attachment
Revised Exhibit F (August 28, 2023)

000000CONTRACT AMENDMENT PROJECT BUDGET AND PAYMENT SCHEDULE

Phase	Expense	Cost	Source of Fund	Scope of Work	Deliverables	Previous Payments* (Advanced Payments #1 and #2)	Advanced Payment #3	Advanced Payment #4	Advanced Payment #5	Upon Completion	Notes
Pre-Construction	Parklines & Will Design Fees	$ 1,300,000	City-2019	- Architectural design - Art curation - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, survey, traffic study progress	$ 1,300,000				$ 130,000	8% held until completion
Construction	Construction Cost	$ 1,000,000	City - 2022	Cultural Infrastructure	Art work installations		$ 835,000			$ 80,000	8% held until completion
Construction	Construction Cost	$ 5,967,979	City - 2023 - CIEP (Municipal Facilities) Municipal Facilities Projects	Construction of Sunkids Park per approved plans	- Sunkids Park Construction				$ 5,967,979		
Construction	Construction Cost	$ 3,714,776	City - 2023 - CIEP (Physical Plant) Street Projects	Construction of Crenshaw Blvd. Tunnel Lid per approved plans	- K-Line Pedestrian Linkage - Sunkids Park Construction - Tunnel Lid Construction				$ 3,714,776		
Construction	Construction Cost	$ 1,838,147	City - 2023 - Council Community Projects	Construction of Crenshaw Blvd. Tunnel Lid per approved plans					$ 1,838,147		
Construction	Construction Cost	$ 477,314	City - 2023 - Citywide/Regional Arts Support & Community Cultural Programs	Construction of the Crenshaw Wall construction and public art restoration	- Crenshaw Wall Restoration Construction					$ 477,314	15% of FY 23 Budget funding held until completion
Construction	Construction Cost	$ 1,170,784	City - 2023 - CIEP (Municipal Facilities) Municipal Facilities Projects	Supplement during costs in purchase and installation of Sidewalk Pavers and Landscaping per approved plans	- Purchase, Construction, Installation of Sidewalk Pavers and Landscaping					$ 1,170,784	
Pre-Construction	Parklines & Will Design Fees	$ 135,500	State-2019	- Architectural - Structural engineering -Civil engineering - Landscape design - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, art curation, printing, travel	$ 124,550				$ 10,951	8% held until completion
Pre-Construction	Owner's Representative Fees	$ 75,000	State-2019	Services for July 2018 - Oct 2018	Monthly activity reports	$ 70,748				$ 6,182	8% held until completion
Pre-Construction	PCL Construction Fees - Testing, Inspecting, Mobilization	$ 95,000	State-2019	Services for Sept 2018 - Dec 2019	Materials testing, underground utility mapping, and field office set-up	$ 87,400				$ 7,600	8% held until completion
Pre-Construction	Artist Fees	$ 1,568,715	State-2019	25% of first 10 permanent art commissions artist budget	Signed contracts from artists	$ 1,273,731	$ 164,510			$ 130,554	8% held until completion
Construction	PEW Anticipated Design Fees	$ 150,000	State-2019	- Architectural design - Structural engineering - Civil engineering - Landscape design - Exhibition design	Permit drawing set progress	$ 137,026	$ 11,360			$ 12,272	8% held until completion
Construction	Paver and Landscape Installation	$ 3,791,160	State-2019	Installation of Sidewalk Pavers and Landscaping per approved plans	Completion of Paver Testing, Paver and Landscaping Installation	$ 1,642,464	$ 1,666,060	$ 1,539,334	$ 1,143,236	$ 482,465	8% held until completion
Construction	Owner's Representative Fees	$ 211,275	State-2019	Coordination meetings and communication with design team, contractor, and artists	Monthly activity reports	$ 92,852	$ 82,035	$ 92,035		$ 94,915	8% held until completion
Construction	Form Anticipated Construction Administration Fee	$ 835,000	State-2019	Respond to requests for information, provide additional drawings / specifications, review construction progress, and set curation / placement	Document information sent in reply to contractor's materials, art placement updates, attend site meetings	$ 468,359	$ 187,760	$ 268,301		$ 86,400	8% held until completion
Construction	Outreach, Engagement, Comms	$ 1,100,000	State-2019	Regular and frequent activities to engage residents including but not limited to town hall and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activities	$ 470,487	$ 137,000	$ 481,000		$ 92,500	8% held until completion
Construction	Construction and Design Fees	$ 2,805,410	State - 2022	General contractor (construction management)	Sunkids Park Construction			$ 2,577,102	$ -	$ 194,111	Remaining funds held until completion
Construction	Public Art Commissions	$ 2,817,711	State - 2022	Design, fabrication, and installation	Finished art work			$ 1,466,000	$ 1,117,894	$ 230,211	8% held until completion
Construction	Art Liaison & Design Administering	$ 799,282	State - 2023	Design, fabrication, and installation	Finished art work delivered and reinstalling damage			$ 307,000	$ 418,139	$ 63,143	8% held until completion
Construction	Owner's Representative Fees	$ 505,359	State - 2022	Coordination meetings and communication with design team, contractor, and artists	Monthly activity reports			$ 32,000	$ 64,221	$ 6,387	8% held until completion
Construction	Outreach, Engagement, Comms	$ 91,000	State - 2022	Regular and frequent activities to engage residents including but not limited to town hall and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activities			$ 82,000	$ 2,000	$ 7,280	8% held until completion
Construction	Construction Costs	$ 307,000	ARHA-2021	54th Street East Parking Lot Construction	Parking Lot construction at 54th Street East				$ 282,440	$ 24,560	8% held until completion
Pre-Construction	Sunkids Park Design Fees	$ 500,000	LACMTA	- Architectural design - Structural engineering - Civil engineering - Landscape design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, presentations, approval/permit process management	$ 276,000				$ 24,000	8% held until completion
Construction	Sunkids Park	$ 14,000,000	LACMTA	Construction of Sunkids Park per approved plans	Construction of Sunkids Park to include the running platform, lighting, plaza, seating, utilities, landscaping, irrigation, security, signage Q4 2021 - storm drain construction Q1-Q2 2022 - utilities, footings, retaining walls, and piles Q3-Q3 2022 - concrete columns and slabs Q4 2022 - concrete slabs	$ 3,734,000	$ 3,518,330	$ 3,630,120	$ 2,000,000	$ 1,120,000	8% held until completion
	Total Funding Available	$ 46,807,000				$ 9,529,360	$ 8,304,217	$ 10,387,252	$ 10,387,151	$ 4,342,891	
	Total Expenses	$ 46,807,000									
	Balance	$ -									

Funding Brackets:

LACMTA	$ 14,500,000
State-2019	$ 10,000,000
State - 2022	$ 8,805,000
City of Los Angeles-2019	$ 1,300,000
City of Los Angeles - 2022	$ 1,000,000
ARHA Funding- 2023	$ 307,000
City of Los Angeles-2023	$ 10,000,000
Total Funding	$ 46,807,000

*** Previous Payments:**

December 2019	$ 1,880,958
April 2021	$ 1,823,898
September 2021	$ 3,734,985
May 2022	$ 2,780,333
September 2022	$ 2,953,956
January 2023	$ 7,797,053
August 2023	$ 1,887,358
Total Payments:	$ 26,813,464

Contract No. C-134516-Amendment 4
Attachment
Exhibit J- Payment Schedule for Advanced Payments 5 and Retention Payment Upon Completion (August 23, 2023)

Phase	Expense	Cost	Source of Fund	Scope of Work	Deliverables	Previous Payments* (Advanced Payments #1 and#2)	Advanced Payment #5	Advanced Payment #4	Advanced Payment #3	Upon Completion	Notes
Pre-Construction	Parkins & Will Design Fees	$ 1,300,000	City-2019	- Architectural design - Art curation - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, survey, traffic study progress	$ 1,300,000				$ 120,000	8% held until completion
Construction	Construction Cost	$ 1,000,000	City - 2022	Cultural Infrastructure	Art work installation		$ 920,000			$ 80,000	8% held until completion
Construction	Construction Cost	$ 6,897,879	City - 2023	Construction of Sunkists Park per approved plans	- Sunkists Park Construction				$ 5,897,879		
Construction	Construction Cost	$ 3,714,735	City - 2023	Construction of Grandview Blvd. Tunnel Lid per approved plans	- SCUBA Production Lifetime - Sunkists Park Construction				$ 3,714,735		
Construction	Construction Cost	$ 1,639,147	City - 2023	Construction of Grandview Blvd. Tunnel Lid per approved plans	- Tunnel Lid Conservation				$ 1,639,147		
Construction	Construction Cost	$ 477,314	City - 2023	Construction of the Crenshaw Wall construction cost holds on retrospective	- Crenshaw Wall Restoration Construction					$ 477,314	10% held until completion
Construction	Construction Cost	$ 1,170,784	City - 2023	Supplement cost increase in purchase and installation of Sidewalk Pavers and Landscaping per approved plans	- Purchase, Construction, Installation of Sidewalk Pavers and Landscaping					$ 1,170,784	
Pre-Construction	Parkins & Will Design Fees	$ 135,360	State-2019	- Architectural - Structural engineering - Civil engineering - Landscape design - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, art curation, printing, travel	$ 124,559				$ 10,831	8% held until completion
Pre-Construction	Owner's Representative Fees	$ 76,900	State-2019	Services for July 2019 - Oct 2019	Monthly activity reports	$ 70,748				$ 6,152	8% held until completion
Pre-Construction	PCS, Construction Fees - Testing, Mapping, Mobilization	$ 95,000	State-2019	Services for Sept 2019 - Dec 2019	Materials testing, underground utility mapping, and field office set-up	$ 87,400				$ 7,600	8% held until completion
Pre-Construction	Artist Fees	$ 1,086,175	State-2019	25% of first 10 permanent art commissions total budget	Signed contracts from artists	$ 1,278,731	$ 154,910			$ 126,534	8% held until completion
Construction	P&W Anticipated Design Fees	$ 169,900	State-2019	- Architectural design - Structural engineering - Civil engineering - Landscape design - Exhibition design	Permit drawing set progress	$ 137,536	$ 11,292			$ 12,072	8% held until completion
Construction	Paver and Landscape Installation	$ 8,781,160	State-2019	Installation of Sidewalk Pavers and Landscaping per approved plans	Completion of Paver Testing, Paver and Landscaping Installation	$ 1,642,466	$ 1,999,000	$ 1,909,834	$ 1,112,236	$ 482,483	5% held until completion
Construction	Owner's Representative Fees	$ 311,475	State-2019	Coordination meetings and communication with design team, contractor, and artists	Monthly activity reports	$ 38,452	$ 52,035	$ 52,035		$ 10,919	5% held until completion
Construction	P&W Anticipated Construction Administration Fee	$ 930,000	State-2019	Respond to requests for information, provide additional drawings / specifications, review construction progress, and art curation / placement	Document information sent in reply to contractor's requests, art placement updates, attend site meetings	$ 108,250	$ 187,700	$ 306,501		$ 86,400	8% held until completion
Construction	Outreach, Engagement, Comms	$ 1,150,000	State-2019	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and talks, public relations / communications regarding the project	Written and/or photo documentation of all activities	$ 870,487	$ 127,000	$ 161,000		$ 92,000	8% held until completion
Construction	Construction and Design Fees	$ 2,838,419	State - 2022	General conditions (Construction Management)	Sunkists Park Construction			$ 2,527,103	$ -	$ 101,317	Remaining funds held until completion
Construction	Public Art Commissions	$ 2,877,711	State - 2022	Design, fabrication, and installation	Installed art work			$ 1,500,000	$ 1,147,494	$ 230,217	8% held until completion
Construction	Exhibition & Design/Wayfinding	$ 798,262	State - 2022	Design, fabrication, and installation	Installed exhibition information and wayfinding signage			$ 350,000	$ 415,139	$ 63,143	8% held until completion
Construction	Owner's Representative Fees	$ 184,586	State - 2022	Coordination meetings and communication with design team, contractor, and artists	Monthly activity reports			$ 82,000	$ 94,221	$ 8,367	4% held until completion
Construction	Outreach, Engagement, Comms	$ 91,000	State - 2022	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and talks, public relations / communications regarding the project	Written and/or photo documentation of all activities			$ 60,000	$ 23,720	$ 7,280	8% held until completion
Construction	Construction Costs	$ 307,000	ARRA-2023	54th Street East Parking Lot Construction	Parking Lot construction at 54th Street East				$ 292,440	$ 14,560	5% held until completion
Pre-Construction	Sunkists Park Design Fees	$ 300,000	LACMTA	- Architectural design - Structural engineering - Civil engineering - Landscape design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, presentations, apprenticeship process management	$ 276,000				$ 24,000	8% held until completion
Construction	Sunkists Park	$ 14,200,000	LACMTA	Construction of Sunkists Park per approved plans	Construction of Sunkists Park to include the vending platform, lighting, plaza, seating, utilities, landscaping, irrigation, security, signage Q4 2021 - storm drain construction Q1-Q2 2022 - utilities, footings, retaining walls, and piles Q2-Q3 2022 - concrete columns and slabs Q4 2022 - concrete stairs	$ 3,734,880	$ 3,918,230	$ 3,820,120	$ 2,000,000	$ 1,726,800	8% held until completion
	Total Funding Available	$ 48,807,000				$ 9,829,368	$ 6,558,217	$ 10,387,292	$ 10,997,191	$ 6,342,991	
	Total Expenses	$ 48,807,000									
	Balance	$ -									

Funding Breakdown:

LACMTA	$ 14,900,000
State-2019	$ 10,000,000
State - 2022	$ 6,500,000
City of Los Angeles-2019	$ 1,500,000
City of Los Angeles - 2022	$ 1,000,000
ARRA Funding- 2023	$ 307,000
City of Los Angeles-2023	$ 13,000,000
Total Funding:	$ 48,807,000

*** Previous Payments:**

December 2019	$ 3,880,800
April 2021	$ 1,823,868
September 2021	$ 3,724,680
Total Payments:	$ 9,529,364

Minor Amendment to move $2,500,000 in funds from line items "CONCRETE" & "WEATHERED STEEL" to increase the amount to $2,628,419 for "GENERAL CONDITIONS" and $798,282 for "EXHIBITION & DIGITAL MEDIA". All items are located in the Construction Section and there are no changes to the project scope. Approved by Ron Benny 5/5/2023

Exhibit A-1: Cost Estimate
Project Name: Destination Crenshaw
Grantee: City of Los Angeles

Grant No. GF2156-0

PROJECT ELEMENT	Total Amount	General Fund Grant	Funding Source (LA City)	Funding Source (Destination Crenshaw)
1. NON-CONSTRUCTION COST				
Administration & Development	$11,711,764	$104,588	$1,018,375	$10,588,801
Community Engagement & Communications	$5,461,748	$91,000	$1,300,000	$4,070,748
Park Maintenance	$3,750,000	$0	$0	$3,750,000
Sub Total Non-Construction	**$20,923,512**	**$195,588**	**$2,318,375**	**$18,409,549**
CONSTRUCTION COST				
2. SANKOFA PARK CONSTRUCTION				
Site demolition	$160,000	$0	$0	$160,000
Site work	$796,448	$0	$0	$796,448
Erosion control	$54,362	$0	$0	$54,362
Construction fence	$38,442	$0	$0	$38,442
Concrete (site)	$1,468,707	$0	$0	$1,468,707
Concrete (structural)	$2,400,300	$0	$0	$2,400,300
Reinforcing steel	$740,408	$0	$0	$740,408
Weathered steel	$3,431,028	$0	$0	$3,431,028
Shade structures allowance	$454,000	$0	$0	$454,000
Lighting	$2,224,170	$0	$0	$2,224,170
Waterproofing	$200,000	$0	$0	$200,000
Plumbing	$184,400	$0	$0	$184,400
Paving	$79,250	$0	$0	$79,250
Landscape/irrigation	$587,050	$0	$0	$587,050
Security	$45,000	$0	$0	$45,000
Painting/finishes	$15,651	$0	$0	$15,651
Site furnishing - bench top	$50,000	$0	$0	$50,000
General requirements (survey, Covid safety, etc)	$401,364	$0	$0	$401,364
Subcontractor default insurance	$202,246	$0	$0	$202,246
Traffic control	$211,917	$0	$0	$211,917
Material escalation	$149,812	$0	$0	$149,812
School traffic assistance	$429,933	$0	$0	$429,933
Preconstruction for future phases	$90,000	$0	$0	$90,000
Workforce development	$274,000	$0	$0	$274,000
Photography	$4,489	$0	$0	$4,489
Artwork infrastructure	$175,000	$0	$0	$175,000
Parking per union agreement	$144,000	$0	$0	$144,000
Pavers	$925,100	$0	$0	$925,100
Permanent fiber relocation	$200,000	$0	$0	$200,000
Schedule acceleration	$200,000	$0	$0	$200,000
Storm drain removal	$50,000	$0	$0	$50,000
Contractor contingency - 2%	$334,430	$0	$0	$334,430
General conditions (Construction Management)	$2,628,419	$2,628,419	$0	$0
Bonds & insurance	$408,137	$0	$0	$408,137
Contractor's 5% fee	$987,903	$0	$0	$987,903
Sub Total Sankofa Park Construction	**$20,745,966**	**$2,628,419**	**$0**	**$18,117,547**
3. OTHER CONSTRUCTION				
Public Art Commissions	$14,179,566	$2,877,711	$1,569,175	$9,732,680
Design & Engineering	$5,826,676	$0	$3,444,390	$2,382,286
Land Acquisition & Entitlements	$500,000	$0	$0	$500,000
Exhibition & Digital Media (Wayfinding Signage / Digital)	$9,252,568	$798,282	$0	$8,454,286
Sub Total Other Construction	**$29,758,810**	**$3,675,993**	**$5,013,565**	**$21,069,252**
Total Construction	**$50,504,776**	**$6,304,412**	**$5,013,565**	**$39,186,799**
Contingency (not to exceed 10% of grant)	**$2,074,597**	**$0**	**$0**	**$2,074,597**
Grand Total	**$73,502,885**	**$6,500,000**	**$7,331,940**	**$59,670,945**

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.
**Overhead costs are allowable and generally limited to 15% of total direct costs of the grant. In -service payroll may not include a "billable rate" or administrative cost allocation.

JOURNAL

BOARD OF PUBLIC WORKS

DECEMBER 08, 2023
10:00 AM

Edward R. Roybal BPW Session Room
Room 350 City Hall
200 North Spring Street
Los Angeles, California 90012

Members: Aura Garcia, President
M. Teresa Villegas, Vice President
Dr. Michael R. Davis, President, Pro-Tem
Vahid Khorsand
Susana Reyes

(Dr. Fernando Campos, Executive Officer 213-978-0261)

Agendas, minutes, and other board meeting related documents are available online at the BPW website at http://bpw.lacity.org or via link below.
Click here for the entire agenda packet / documents

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities. Assistive listening devices are available at the meeting; upon advance notice, other accommodations, such as sign language interpretation, and translation services can be provided. Contact the Executive Officer's office at 213-978-0262. TDD available at 213-978-2310.

INTERPRETATION AND TRANSLATION REQUESTS

Language translation and interpretation may be provided upon requests. To ensure availability, requests need to be submitted to the BPW Secretariat Office at least three working days before the meeting by dialing (213) 978-0262 or emailing: bpw-ram@lacity.org. La traduccion del lenguaje puede ser proporcionada bajo solicitud. Para asegurar la disponibilidad, la solicitud puede ser sometida al BPW Oficina del Secretario por lo menos tres dias laborables antes del dia de sesion llamada al (213) 978-0262 o enviando un correo electronico a: bpw-ram@lacity.org.

Written material supporting agenda items can be reviewed prior to each Board meeting at the public counter, 200 North Spring Street Room 355, between the hours of 8:00 a.m. and 4:00 p.m.

PUBLIC INPUT AT BOARD MEETINGS:
An opportunity for the public to address the Board on public interest items will be provided for up to two (2) minutes per person for a cumulative total of twenty (20) minutes. Testimony shall be limited in content to matters which are within the subject matter jurisdiction of the Board. The Board may not take any action on matters discussed during the Public Comment period.

The Board will also provide an opportunity for the public to address the Board on agenda items before or during consideration of the item for up to two (2) minutes per person for a cumulative total of up to ten (10) minutes.

In conformity with the Governor's Executive Order N-29-20 (March 17, 2020) and due to concerns over COVID-19, the Board meeting will be conducted entirely telephonically.

Members of the public who wish to offer public comment to the Board should submit written comments via Google form at https://bit.ly/DPWCommentForm or call 1 669 254 5252 and use Meeting ID No. 161 637 1032. Press # again when prompted for participant ID.

Please click the link below to join the webinar:
https://www.zoomgov.com/j/1616371032

VOTING AND DISPOSITION OF ITEMS
Items require a majority vote of the entire membership of the Board (3 votes) for approval.

Any member of the Board may move to "reconsider" any vote on any item on the agenda, except to adjourn, suspend the Rules, or where an intervening event has deprived the Board of jurisdiction, providing that said member originally voted on the prevailing side of the item. The motion to "reconsider" shall only be in order once during the meeting, and

once during the next regular meeting. The member requesting reconsideration shall identify for all members present the Agenda number, meeting date and subject matter previously voted upon. A motion to reconsider is not debatable and shall require an affirmative vote of three members of the Board.

The Board rules provide that all items adopted by the Board will not be distributed or presented to the Mayor, or other designated office, until the adjournment of the regular Board meeting following the date of the Board action. A motion to send an item "forthwith", if adopted by three (3) votes, suspends these rules and requires the Board Secretariat to forward the matter to the Mayor, or other office, without delay.

NOTICE TO PAID REPRESENTATIVES:
If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code 48.01 et seq. More information is available at ethics.lacity.org/lobbying. For assistance, please contact the Ethics Commission at (213) 978-1960 or ethics.commission@lacity.org.

CALL TO ORDER

ESTABLISH QUORUM

GENERAL PUBLIC COMMENTS

Board will hear public testimony on non-agenda items under the Board's jurisdiction.

DISPOSITION: RECEIVED PUBLIC COMMENTARY

NEIGHBORHOOD COUNCIL COMMENTS

Discussion with Neighborhood Council representatives on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Public Works (LAAC 22.819, Ordinance 184243).

DISPOSITION: NO COMMENTARY

APPROVAL OF MINUTES

WEDNESDAY, NOVEMBER 22, 2023

APPROVED – MOVED BY COMMISSIONER GARCIA, SECONDED BY COMMISSIONER DAVIS

DISPOSITION: APPROVED (ALL AYES)

PRESENTATION

AGENDA ITEM(S)

BUREAU OF SANITATION

(1)

BPW-2023-0707
CD ALL

COST SHARING AGREEMENT AMENDMENT – SOUTHERN CALIFORNIA STORMWATER MONITORING COALITION FY 2019-24 COST-SHARING AGREEMENT

Recommending the Board:

1. APPROVE the request for funding ceiling limit increase of $22,000 for participating in the Southern California Stormwater Monitoring Coalition Fiscal Year 2019-24 Cost-Sharing Agreement; and

2. NOTIFY the Bureau of Sanitation, Watershed Protection Division, when the ceiling increase is approved.

(MA-080-19010685)

DISPOSITION: REPORT ADOPTED, FORTHWITH

MOVED: Susana Reyes
SECONDED: Michael Davis

AYES: Garcia, Davis, Khorsand, Reyes 4; NAYS: NONE 0; ABSENT: Villegas 1;

JOINT REPORT(S)

(2)

BPW-2023-0711
BOE + BCA

CD 8

CONTRACT AMENDED AND RESTATED AGREEMENT – DESTINATION CRENSHAW – DESTINATION CRENSHAW OUTDOOR MUSEUM PROJECT

Recommending the Board:

APPROVE and FORWARD this report with transmittals to the Mayor requesting the following:

1. APPROVE the Contract Amended and Restated Agreement between the City of Los Angeles and Destination Crenshaw;

2. AUTHORIZE the President or two members of the Board to execute the Amended and Restated Agreement; and

3. AUTHORIZE the City Engineer, or designee, to make any technical or accounting changes as necessary to effectuate the intent of this Amended and Restated Agreement.

(W.O. E1908269, C-134516)

DISPOSITION: REPORT ADOPTED – * AS AMENDED, REFERRED TO MAYOR, FORTHWITH+

MOVED: Michael Davis
SECONDED: Vahid Khorsand

AYES: Garcia, Davis, Khorsand, Reyes 4; NAYS: NONE 0; ABSENT: Villegas 1;

2. AUTHORIZE the City Engineer, or designee, to make any technical* ~~or accounting~~ changes as necessary to effectuate the intent of this Amended and Restated Agreement.

***4. AUTHORIZE the City Engineer, or designee, to make accounting changes, subject to concurrence by the Executive Offiicer or Director of accounting, as necessary to effectuate the intent of this Amended and Restated Agreement.**

COMMUNICATIONS

(3)

BPW-2023-0708

STOP NOTICE – CMB STRUCTURES INC.

CMB Structures Inc., is transmitting a Stop Notice in the amount of $31,150, for storm drain structures for Mladen Buntich Construction Co. Inc. in connection with the Emergency Sewer and Storm Drain 2022-2027 Project.

(C-141945, Communication No. 122613 – Filed November 10, 2023)

DISPOSITION: RECEIVED, FORTHWITH

MOVED: Aura Garcia
SECONDED: Michael Davis

AYES: Garcia, Davis, Khorsand 3; NAYS: NONE 0; ABSENT: Villegas, Reyes 2;

ORAL REPORT(S)

(4)

BPW-2023-0709

Status Update on Major Upcoming Street Improvement Projects
- Bureau of Street Services

DISPOSITION: RECEIVED

(5)

BPW-2023-0710

Grant Funded Programs & Projects Update
- All Bureaus + Board of Public Works

DISPOSITION: RECEIVED

ADJOURNMENT

END

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
Council	06/28/2024	
FROM		COUNCIL DISTRICT
The Mayor		

REQUEST TO APPROVE SECOND AMENDED AND RESTATED AGREEMENT WITH DESTINATION CRENSHAW, A NONPROFIT ORGANIZATION, FOR THE IMPLEMENTATION OF THE DESTINATION CRENSHAW OUTDOOR MUSEUM PROJECT (C-134516)

Approved, ED3 Waived, and Transmitted for further processing.

MAYOR
(Carolyn Webb de Macias for)

***Sent to Mayor and City Council simultaneously to avoid delay.**

BPW-2024-0395

APPROVED BY THE BOARD
PUBLIC WORKS OF THE
CITY OF LOS ANGELES
CALIFORNIA
AND REFERRED TO THE MAYOR
JUN 28 2024
AND REFERRED TO THE CITY COUNCIL
Executive Officer
Board of Public Works

Department of Public Works

Bureau of Engineering
Bureau of Contract Administration
Bureau of Street Lighting
Department of Transportation
Joint Report No. 1

June 28, 2024
CD No 8

EXECUTE THE SECOND AMENDED AND RESTATED AGREEMENT WITH DESTINATION CRENSHAW, A NONPROFIT ORGANIZATION, FOR THE IMPLEMENTATION OF THE DESTINATION CRENSHAW OUTDOOR MUSEUM PROJECT (WORK ORDER NO. E1908269, CONTRACT NO. C-134516)

AND

AUTHORIZE THE ACCEPTANCE OF A CALIFORNIA LOCAL AREA TECHNICAL ASSISTANCE PLANNING GRANT FOR THE DESTINATION CRENSHAW DIGITAL EQUITY ZONE PROJECT

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

APPROVE and FORWARD this report with transmittals to the Mayor and Council as required requesting the following:

1. APPROVE the Second Amended and Restated Agreement with Destination Crenshaw Contract No. C-134516 (Contract) between the City of Los Angeles (City) and Destination Crenshaw (DC) (Project).

2. AUTHORIZE the President or two members of the Board to execute the Second Amendment to the Amended and Restated Agreement with DC.

3. AUTHORIZE the City Engineer, or designee, to make any technical or accounting changes as necessary to effectuate the intent of this Second Amendment to the Amended and Restated Agreement with DC.

4. AUTHORIZE the Executive Director of the Bureau of Street Lighting (BSL) to apply for, accept, negotiate, execute, and submit all grant documents including but not limited to applications, agreements and amendments, subject to the approval of the City Attorney as to form, which may be necessary to receive reimbursement funding for a grant from the State of California Public Utilities Commission (CPUC) for the project entitled "LA-BSL Destination Crenshaw - Digital Equity Zone project."

5. AUTHORIZE the BSL, subject to proof of grant award from the CPUC, to transfer up to $150,000 from available funds within the Digital Inclusion Fund (65Q/50/50VUBS) to the General Fund 100, Department 84, BSL, and increase appropriation account authority within the Bureau's contractual services account, to be used to front-fund the "LA-BSL Destination Crenshaw - Digital Equity Zone project."

6. AUTHORIZE reimbursement funds received from the CPUC to be deposited into the Digital Inclusion Fund cash balance (65Q/50) until full repayment is made by no later than June 30, 2025.

7. AUTHORIZE the BSL, Executive Director, or designee, to make any technical or accounting updates to the recommendations above to effectuate the intent of the Mayor and City Council.

FISCAL IMPACT

No general fund impacts.

TRANSMITTALS

1. Copy of Proposed Second Amended and Restated Agreement

2. Council Motion Council File No. 24-0625, dated May 29, 2024

3. Destination Crenshaw Request to use AB1290 Funds

4. Bureau of Street Lighting Grant Documents: Scope of Work for the BSL/Destination Crenshaw - Digital Equity Zone project, dated June 22, 2022, LATA Grant Award Letter, dated November 23, 2022, LATA Grant Consent Form, dated December 15, 2022

5. Los Angeles Department of Transportation (LADOT) Funding Agreement with Los Angeles County Metropolitan Transit Authority (LAMTA), November 15, 2023, C-144583

DISCUSSION

Background

The Los Angeles City Council recognizes the DC Project, a 501(c)(3) non-profit entity, as a community-inspired public art and streetscape project which aims to address historic

disinvestment and environmental equity, and to preserve the cultural character of the Crenshaw community.

DC (Consultant), fiscally sponsored by the California Community Foundation in 2017, originally conceived of the Project and has since 2017 administered and managed funding from both public and private sources and managed the Project scope including, but not limited to, administration, community outreach and education, web/social media campaigns, design and architecture, construction, and art procurement and installation.

The DC Project is an open-air, public art and cultural experience with architectural designs that capture the innovative and trailblazing spirit of Black Los Angeles. Project elements along the 1.3 miles of Crenshaw Boulevard will include new spaces for community programming and gathering, pocket parks, improved facades for historic businesses, new tree plantings, additional landscape and streetscape improvements, locations for commissioned artwork, planning activities for new broadband infrastructure, new traffic signals and crosswalks.

On August 19, 2019, the City Council authorized the Bureau of Contract Administration (BCA), with assistance from the City Engineer, City Administrative Officer, Chief Legislative Analyst, and the City Attorney to negotiate an agreement with DC to complete certain Project deliverables for amounts not to exceed $26,000,000 in funds received from the Los Angeles County Metropolitan Transportation Authority (LACMTA), State, and City for the construction of the Project. The Contract is dated November 26, 2019.

On September 12, 2023, Council adopted Amendment No. 4 to the November 2019 agreement with DC which added $13,000,000 in additional funding for the Consultant from the Fiscal Year (FY) 2023-2024 Adopted City Budget and increased the total budget to $46,807,000.

Council District 8 is supportive of the Project and has worked with the City and various government entities to identify all the funding that is granted in this Contract. The Council has instructed the Bureau of Engineering (BOE) to amend the Contract to add additional grants to the Contract.

On December 8, 2023, the Contract was amended and restated to include any previous amendments and adopted by the Board of Public Works.

The proposed Second Amended and Restated Agreement includes additional funding of $2,650,000, from which $281,350 is allocated to the City for B-permit plan check and inspection costs in service to the Contract. The amended agreement provides DC funding totaling $49,175,650. The Contract end date remains March 1, 2026 (Transmittal No.1).

Amendment

The LADOT and BSL request to use this Contract to reimburse DC for additional scope that DC completed through grants managed by BSL and LADOT. Council District 8 has identified $2,000,000 of AB1290 funding for Project use through this Contract.

Council District 8 AB1290 Funds

On May 29, 2024, Council District 8 introduced a Motion (CF 24-0625) (Transmittal No. 2) directing $2,000,000 to be transferred or appropriated from AB1290 Fund No. 53P, Account No. 281208 (CD 8 Redevelopment Projects – Services) to Engineering Special Services Fund No. 682-50, new account entitled "Destination Crenshaw" for the DC Project in Council District 8. DC requests to use the AB1290 funds for additional traffic control related costs associated with the Major Transit and Transportation Construction Traffic Management Committee (TCTMC) requirements for construction on and near Crenshaw Boulevard (Transmittal 3). Funding is for additional K-rail, fencing, traffic control plan consulting, traffic control implementation and TCTMC fees.

LATA Grant and Destination Crenshaw Digital Equity Zone project (Transmittal No.4)

In partnership with and in support of DC and Council District 8, the BSL has been working to improve internet connectivity options within communities adjacent to Crenshaw Boulevard from approximately Leimert Park to Hyde Park within the City. This includes a soon-to-break ground BSL Community Connectivity Project, which will add two (2) miles of permanent open-access fiber infrastructure and temporary public Wi-Fi connectivity to Crenshaw Boulevard.

BSL has also been supporting DC in determining how best to expand on the BSL Community Connectivity Project to provide permanent affordable connectivity to all residents of the communities adjacent to the Crenshaw Corridor. In October of 2022, at the request of Council District 8, the BSL applied for a $150,000 CPUC Local Area Technical Assistance (LATA) reimbursement grant to cover expenses for connectivity infrastructure planning for a broader "Digital Equity Zone" project. The BSL received an

award letter for this grant in November. In December 2022, BSL Executive Director Miguel Sangalang signed the Consent form for this grant (Transmittal No. 4).

The CPUC's LATA grant program was created by the State to provide reimbursement to local government agencies for "eligible pre-construction expenses to provide high-speed connections to unserved and underserved communities." Examples of reimbursable expenses include: "consultant or staff time for conducting work including but not limited to needs assessments, environmental and engineering studies, network design, and broadband strategic plans."

For the Crenshaw Corridor area, the specific work is to determine and evaluate various ways for the City, non-profit, and private business sectors to work together to connect households along and adjacent to the Crenshaw corridor to high-speed internet. The eligible work for this grant is being performed by DC, which has contracted with consulting firm HR&A to produce the deliverables (HR&A's scope as well as documents completed to date are also attached). A large portion of the work has been completed and DC has paid HR&A for the work completed to date.

Upon approval, this contract restatement will enable BSL to reimburse DC for these payments from the Bureau's Digital Inclusion Fund (65Q/50/50VUBS). BSL is also seeking the Board's approval to accept the LATA grant funds. With Council's subsequent approval, BSL would then be able to begin the LATA grant reimbursement request process from the CPUC. Upon receipt of reimbursement, this funding would be placed in the BSL 65Q/50 cash account to replace the front-fund expenditures.

The scope of work that Destination Crenshaw is doing through contractor HR&A entails three basic components:

- A Broadband Needs Analysis to determine the current conditions of connectivity infrastructure and community connectivity needs within the Destination Crenshaw Digital Equity Zone (composed of census tracts surrounding the Crenshaw Corridor from Leimert Park to Hyde Park in the City of Los Angeles).

- A Partnership Solicitation to identify potential partners to work with the City to build out new connectivity infrastructure within the Digital Equity Zone.

- Project Funding Support including identifying potential public funding as well as financing opportunities, as well as supporting the City and Destination Crenshaw in developing requests for funding.

Los Angeles Department of Transportation Grant Fund

This Amendment adds $500K from LADOT. LADOT is using the Contract as a pass-through for additional public Grants to Destination Crenshaw (Transmittal No. 5).

This LADOT funded scope will install new traffic signals and crosswalks at Southbound Crenshaw Boulevard and Brynhurst Avenue, Northbound Crenshaw Boulevard to Sankofa Park, and Leimert Boulevard to Sankofa Park as part of the DC Project. This project will facilitate access for pedestrian and transit users to the new Sankofa Park and the Metro K Line. Sankofa Park expects to be a community gathering place that will host community and cultural events. Providing connectivity to Sankofa Park is a significant benefit to the community. The scope increases crossing opportunities for pedestrians and bicyclists and encourages access to transit.

This Funding Agreement (FA) is by and between the LACMTA and the City as the grantee to fund construction costs for a new pedestrian crossing at Crenshaw Boulevard and Brynhurst Avenue. The funding will come from Measure M funds for a total of $500,000.

LADOT will provide front-funding since the FA is by reimbursement. The funds are in LADOT Account 655/94/94WT4G. Funds are programmed for FY 2022-2023 and FY 2023-2024. The $250,000 programmed for FY 2022-2023 are subject to lapse by June 30, 2025.

DC shall fulfill the requirements of this FA and agrees that LACMTA is a third-party beneficiary of this Amendment. Destination Crenshaw's submitted expenditures and scope shall follow the estimated project costs in the FA. The scope is estimated to be completed by October 1, 2024.

Bureau of Engineering Grant Administration

BOE does not oversee or manage the construction, schedule or budget of any part of this Project. Destination Crenshaw and their project management /construction management firm, RMS, are directly responsible for the project management on this Project.

Bureau of Contract Administration

The Chief Construction Inspector for the BCA is revised to be Roosevelt Bagby II.

Maintenance Plan

Per Section 402 of the Contract, release of retention requires the submission of a Maintenance Plan for the improvements in the public right-of-way. Destination Crenshaw will update the BOE bi-weekly on the Maintenance Plan so that a plan will be in place before any portion of the Project is open to the public. The maintenance plan and agreement will be added to this Agreement in Section 201 and will survive this agreement.

Future Amendments

The LACMTA and City Memorandum of Agreement was approved to be executed by BPW Motion on April 24, 2024 to extend the end date from November 30, 2023 to November 30, 2025. The LACMTA anticipates transferring two properties to the City and the conditions that LACMTA will pass to the City will pass to DC through a Contract amendment that is not yet before the Board, but is anticipated as forthcoming.

STATUS OF FUNDING

Funding Breakdown for Amended Agreement	Amount
Los Angeles County Metropolitan Transportation Authority (LACMTA)	$14,500,000
State of California	$18,500,000
American Recovery and Reinvestment Act (ARRA) Funding	$ 307,000
City of Los Angeles	$16,150,000
Sub-Total	**$49,457,000**
Internal City Expenditures	($ 281,350)
Total Funding:	**$49,175,650**

The source of funds is as follows:

Budget Fiscal Year	Source of Funds	Fund No.	Dpt. No.	Appropriation Unit Account No.	Appropriation	Available Authority Contract No. 134516
2022	LA METRO	100	54	00V851	$14,500,000	$14,500,000
2019	State	100	54	00S713	$10,000,000	$ 9,718,650
2022	Additional State	682	50	50RVDU	$ 6,500,000	$ 6,500,000
2019	City	100	56	903	$ 1,500,000	$ 1,500,000
2022	Additional City	209	88	88VAJA	$ 1,000,000	$ 1,000,000
2023	Additional City- ARRA	298	50	50VCPL	$ 307,000	$ 307,000
2023	Additional City	100	54	00Y987	$13,000,000	$13,000,000
2024	City-LADOT	655	94	94WT4G	$ 500,000	$ 500,000
2024	City-BSL	65Q	50	VUBS	$ 150,000	$ 150,000
2024	State- AB1290	682	50	50YVLO	$ 2,000,000	$ 2,000,000
Total Available for Contract					**$49,457,000**	**$49,175,650**
						***Internal City Expenditures**
***Less Expended and Transferred**		**100**	**54**	**00S713**	**$0**	**$ 281,350**
Total						**$49,457,000**

*The amount covers City expenditures for Internal Departmental Orders for B-Permit plan check and inspection fees in service of the Contract.

The funding for this Project comes from a variety of sources that includes private funds the Consultant has raised, public grants through this Contract, and grants directly from governmental agencies to the Consultant.

The City's liability under this Contract shall only be to the extent of the present City appropriation to fund the Contract. However, if the City shall appropriate funds for any succeeding years, the City's liability shall be to the extent of such appropriation, subject to the terms and conditions of the Contract.

Business Inclusion Program (BIP)
On June 15, 2021, the Mayor's Chief Procurement Officer granted a waiver for this Contract.

Local Business Preference Program (LBPP)
City Ordinance No. 181910 adopted the LBPP. This program is designed to increase local employment and expenditures in the local private sector. Bidders that qualify as a Local Business Enterprise (LBE) may be granted an 8 percent reduction of their bid amount solely for bid evaluation purposes. Additionally, all non-LBE bidders may be granted a 1 percent reduction, up to a maximum of 5 percent, of their bid amount for bid evaluation purposes, for every 10 percent of their bid that is to be performed by a LBE subcontractor. The LBPP is not needed on this Project and will not be applied.

Compliance with City and Board Policies
All consultants participating in this program are subject to compliance with the following City ordinances and policies: Contractor Responsibility Ordinance; Business Tax Registration Certificate; Non-Discrimination, Equal Employment Practices, and Affirmative Action Program; Insurance requirements; Equal Benefits Ordinance; Child Support Obligations Ordinance; Americans with Disabilities Act; Worker Retention Ordinance; Living Wage Ordinance; Slavery Disclosure Ordinance; Disclosure of Border Wall Contracting Ordinance; Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance; Non-Collusion; Municipal Lobbying Ordinance; First Source Hiring Ordinance; and Best Terms. Failure to comply with all requirements will render the consultant's contract subject to termination pursuant to the conditions therein.

Contractor Performance Evaluation Ordinance
In accordance with Article 13, Chapter 1, Division 10 of the City Administrative Code, the project manager and the City inspector for this contract shall submit Contractor Performance Evaluation Reports to the BCA (Department of Public Works) upon completion of this Contract.

City Attorney Review
The proposed Second Amended and Restated Agreement C-134516 has been reviewed and approved as-to-form by the City Attorney's Office.

(SF AV RMK DW)

Report reviewed by:

BOE (ADM and PAC)

Report prepared by:

Architectural Division

Steven Fierce, AIA
Division Manager
Phone No. 213-485-4402

Statement as to funds approved by:

Miguel De La Peña, Director
Office of Accounting
Fund Ref. 65Q/50/50VUBS /$150,000
682/50/50YVLO/ $2,000,000
Date: 6/26/2024

Kevin Minne
Assistant General Manager
LA Department of Transportation
Fund Ref. 655/94/94WT4G/$500,000
Date: 06/25/2024

SF/JZ/06-2024-0095_ARC.gva

Questions regarding this
report may be referred to:
Joanne Zhang, Civil Engineer
Phone No. (213) 485-4553
E-mail: joanne.zhang@lacity.org

Respectfully submitted,

Electronically Signed by Deborah Weintraub on 06/25/2024 9:22:41 AM

Ted Allen, PE for Ted Allen
City Engineer
Bureau of Engineering

John L. Reamer, Jr.
Inspector of Public Works
Bureau of Contract Administration

Laura Rubio-Cornejo
General Manager
Department of Transportation

Miguel Sangalang
Executive Director
Bureau of Street Lighting

City of Los Angeles
Department of Public Works

AGREEMENT NO. C-134516

SECOND AMENDED AND RESTATED AGREEMENT

for the

DESTINATION CRENSHAW PROJECT

Between

CITY OF LOS ANGELES

and

DESTINATION CRENSHAW

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This Amended and Restated Agreement is made and entered by and between the City of Los Angeles, California, a municipal corporation acting by order of and through its Department of Public Works, Bureau of Engineering (hereinafter referred to as the "City" or "BOE"), and Destination Crenshaw, a 501(c)3 non-profit agency (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the Los Angeles City Council recognizes Destination Crenshaw project as a community inspired public art and streetscape project which aims to address the historic disinvestment, environmental equity, and to preserve the cultural character of the Crenshaw community;

WHEREAS, the Destination Crenshaw, fiscally sponsored by California Community Foundation originally conceived the Destination Crenshaw project (Project), has administered and managed funding from private donors and the project scope including, but not limited to, administration, community outreach and education, web/social media campaign, design and architecture, construction, and art procurement and installation since 2017;

WHEREAS, CONSULTANT has been working on a partnership with the Los Angeles County Metropolitan Transportation Authority (LA Metro) to enhance three LA Metro-owned properties within the Destination Crenshaw area;

WHEREAS, the City of Los Angeles, LA Metro, and the State of California (State) have all allocated funding to support the completion of the Destination Crenshaw Project;

WHEREAS, the City Council and Mayor approved the 2019-2020 City Budget which includes $1.5 million allocated for the Destination Crenshaw Project;

WHEREAS, the State of California Legislature and Governor approved the 2019-2020 State Budget which includes $10 million allocated for the Destination Crenshaw Project;

WHEREAS, on July 25, 2019, the LA Metro Board of Directors approved a budget of $15 million for the construction of Sankofa Park as part of the Destination Crenshaw Project and of that amount, $500,000 is retained by LA Metro for staff costs toward the project and $14.5 million will be provided to the City; and,

WHEREAS, the Los Angeles City Council established the Destination Crenshaw-State and Destination Crenshaw-LA Metro accounts within the Capital Improvement Expenditure Program Fund No. 100/54 for the purpose of development of the Project; and

WHEREAS, the CONSULTANT was selected for the Project due to expertise and resources in designing and implementing projects for the long-term stewardship of public spaces as well as CONSULTANT's unique familiarity with this Project, specifically, both with respect to the community expectations and needs as well as the Project's technical elements. The Project will build on the past and current efforts of the City, Council District 8, and CONSULTANT to create urban environments and will serve as a living celebration of Black L.A.; and

WHEREAS, on August 19, 2019, the City Council authorized the Bureau of Contract Administration, with assistance from City Engineer, City Administrative Officer, Chief Legislative Analyst, and the City Attorney to negotiate an agreement with Destination Crenshaw to complete certain project deliverables for amounts not to exceed TWENTY-SIX MILLION DOLLARS ($26,000,000) in funds received from the LA Metro, State, and City for the construction of the Destination Crenshaw project (Council File No. 19-0898); and

WHEREAS, the CONSULTANT has committed to providing services to the general public through the implementation of the Project in accordance with the requirements of the Department of Public Works, and in accordance with all City, state, and federal requirements; and

WHEREAS, the CITY'S Department of Public Works, Bureau of Engineering, will represent the City in this Agreement and finds that competitive bidding is not reasonably practicable or compatible with the City's interest as the professional, technical, and other special services required for this Project are of a temporary and occasional character and, thus, has determined to sole source this Agreement with the CONSULTANT; and,

WHEREAS, on November 26, 2019, the parties entered into an Agreement to memorialize the services of the CONSULTANT; and,

WHEREAS, on September 14, 2021, the parties entered into a first amendment of their Agreement, extending the term of the Agreement until November 24, 2021; and,

WHEREAS, on March 31, 2022, the parties entered into a Supplemental Agreement to continue CONSULTANT's services to March 1, 2026; and,

WHEREAS, on May 11, 2023, the parties entered into a third amendment of their Agreement, adding additional funding and scope to the CONSULTANT'S services; and

WHEREAS, CONSULTANT communicated on June 8, 2023 the need for $13,000,000.00 in additional funding because of unforeseen cost overruns experienced in construction; and,

WHEREAS, CONSULTANT communicated on May 31, 2023 the need for $2,000,000.00 in additional funding for additional, unanticipated traffic control related costs; and,

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and the mutual benefits to be derived therefrom, the parties restate and amend this Agreement and mutually agree as follows:

I. INTRODUCTION

§101 Section Headings and Construction of Provisions and Titles Herein

All titles, subtitles, and/or section headings appearing herein have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONSULTANT. The singular shall include the plural; use of the feminine, masculine, or neutral genders shall be deemed to include the genders not used. The terms "include" and "including" do not exclude items not enumerated that are in the same general class.

§102 Conditions Precedent to Execution of Contract

Prior to the execution of this Agreement, the CONSULTANT shall provide the City with copies, or signed original documents as required, of the following documents:

a. CONSULTANT's documentation of its 501(c)(3) status.

b. CONSULTANT's by-laws, and all amendments thereto, as adopted by the CONSULTANT and properly attested, as applicable, which is attached hereto as *Exhibit A - Destination Crenshaw By-Laws*.

c. Acceptable evidence of self-insurance or evidence of insurance, with original signature(s), covering general liability, professional liability, automobile liability, workers compensation, and others as required in *Exhibit B – Insurance Requirements* (Form Gen. 133 and Form Gen. 146) and *§619 Insurance* of this Agreement as submitted to the City. The evidence of insurance will be reviewed and is subject to approval by the City Risk Manager. Hard copies must also be sent to the Department of Public Works.

    1. Throughout the term of this Agreement, the CONSULTANT must submit to the BOE, hard copies of all proofs of insurance or proofs of renewal of insurance that the CONSULTANT has submitted online to the City Risk Manager.

d. An executed Certification Regarding Compliance with the Americans with Disabilities Act (42 U.S.C. 11201 *et seq.*,), and its implementing regulations which is attached hereto as *Exhibit C – Certification of Compliance with Americans with Disabilities Act (ADA)* and which is incorporated herein by this reference

e. Contractor Responsibility Ordinance Compliance Forms – *Exhibit D*

f. Current and valid Business Tax Registration Certificate required by the City's Business Tax Ordinance to do business within the City or evidence of exemption. For the term covered by this agreement, the CONSULTANT shall maintain, or obtain as necessary, all such Certificate(s) required of it under the Business Tax

Ordinance or evidence of exemption and shall not allow any such Certificate or exemption to be revoked or suspended.

g. City Contractors' Use of Criminal History for Consideration of Employment Applications – *Exhibit E*

§103 Contract Administration and Representatives of the Parties

A. The representative of the City shall be, unless otherwise stated in the Agreement:

Ted Allen, City Engineer
Department of Public Works - Bureau of Engineering
1149 South Broadway, 7th Floor
Los Angeles, CA 90015
Attention: Steven Fierce, Division Manager
Phone: (213) 485-4402
Email: Steven.Fierce@lacity.org

The City Engineer or his/her designee shall have full authority to act on behalf of the City in the administration of this Agreement, consistent with the provisions herein. The City Engineer is also named the repository for all reporting requirements identified in this Agreement.

The City Engineer is the party to whom the CONSULTANT shall forward all documents, reports and records as required by this Agreement for submittal to, or review by the "City", and is the party authorized to provide written approvals by the City to the CONSULTANT in reference to matters addressed in this Agreement.

B. The representative of the CONSULTANT shall be:

Berlinda Fontenot-Jamerson, Board Chair
Destination Crenshaw
777 South Figueroa Street, #4050
Los Angeles, CA 90017
Berlinda@DestinationCrenshaw.la

Destination Crenshaw designates the following representative to represent the organization on its behalf:

Russ McDaniel, Project Manager
7700 Irvine Center Drive, Suite 800
Irvine, CA 92618
rmcdaniel@rmspm.com

C. For matters relating to Section 201(C) - Crenshaw Boulevard Parking Lots and Pocket Parks:

Ken Husting, Principal Transportation Engineer
Los Angeles Department of Transportation
100 S Main St, Los Angeles, CA 90012
(213) 972-8430
Ken.Husting@lacity.org

§104 Service of Notices

Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and shall be affected by either personal delivery or by private expressed carrier or registered or certified mail, prepaid postage, return receipt requested and shall be deemed communicated and effective as of the date of mailing unless otherwise stated in the notices, demands or communications. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

All documents, correspondence, invoices, etc., transmitted to the City shall be in writing. Payment requests shall be made both in written and electronic formats, on a form to be provided by the City. Documents shall be delivered to the City via U.S. mail or private express carrier or via email to Steven.Fierce@lacity.org.

§105 Term of Agreement and Time of Performance

A. Term of Services

The term of this Agreement shall commence on the date of attestation by the City Clerk and expire on March 1, 2026, unless terminated as provided under *§505 Termination* or extended by a duly approved amendment or change order to this AGREEMENT and signed by the parties.

The date of full execution is deemed to be the date when all the following events have occurred:

- This AGREEMENT has been signed on behalf of CONSULTANT by the person or persons authorized to bind CONSULTANT hereto;
- This AGREEMENT has been approved by the City Council, by the Mayor, or by the BOARD, officer or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and,
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer, or employee authorized to enter into this AGREEMENT.

B. Performance shall not commence until the CONSULTANT has obtained the City's

approval of all insurance as required by the City (see *Exhibit B – Insurance Requirements*, attached thereto and incorporated herein by reference, and *§619 Insurance*) and the City has received the State and LA Metro funds.

C. The provisions for operation and maintenance of the Crenshaw Boulevard Parking Lots and Pocket Parks are set forth in Subsection 201(C) shall survive the expiration of the Agreement as set forth in Section 201(C).

§106 Scope of Project

The Destination Crenshaw Project is an open-air, public art and cultural experience with architectural designs that capture the innovative and trailblazing spirit of Black Los Angeles. Project elements along the 1.3 miles of Crenshaw Boulevard will include new spaces for community programming and gathering, pocket parks, improved facades for historic businesses, new tree plantings, additional landscape and streetscape improvements, locations for commissioned artwork, planning activities for new broadband infrastructure, new traffic signals and crosswalks.

Specific funding allocations associated with this Scope of Project includes:

- LA Metro Funding ($14,500,000): 100% cost to complete construction of Sankofa Park per B-Permit including General Conditions, Bonds & Insurance, and Contractor's overhead, profit, and fee. Also included are utility relocations, storm drain relocation and any work to energize and required in order to maintain the project (i.e. water). Additionally, $300,000 in funding will be used to fund Perkins & Will construction document fees;

- 2020 State Funding ($9,718,650): 100% decorative concrete pavers installed on both sides of Crenshaw Blvd for the project limits, construction mobilization for the Project, construction administration; project management, deposit on artwork, community engagement. Of the $10,000,000 2019 State Funding, $281,350 will be used to pay the City for plan check and permit fees and $9,718,650 is available for expenditures in this agreement.

- 2018 City Funding ($1,500,000): Design fees.

- 2022 State Funding ($6,500,000): for pocket park construction, public art work, exhibition and wayfinding signage, owner's representation, and community outreach.

- 2022 City Funding ($1,000,000): for public artwork installation.

- 2022 City Funding-ARRA ($307,000)-for design and construction of the parking lot (excluding the bioswale and bioretention

- 2024 City Funding ($13,000,000): for Sankofa park and/or the 1.3 miles of street improvements, to provide additional green space and partial restoration of displaced trees as an equity measure, and as detailed in Department of Cultural Affairs' Schedule 24 Description
- 2024 City Funding- BSL($150,000): California Public Utilities Commission Local Agency Technical Assistance Grant ($150,000): for the Bureau of Street Lighting (BSL) – an analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within communities adjacent to the Crenshaw Boulevard Corridor. Work to be completed by Destination Crenshaw subcontractor HR&A
- 2024 City Funding- LADOT ($500,000): for construction of new traffic signals and crosswalks at Southbound Crenshaw Boulevard and Brynhurst Avenue, Northbound Crenshaw Boulevard to Sankofa Park, and Leimert Boulevard to Sankofa Park.
- 2024 City Funding-AB1290 ($2,000,000): for additional traffic control related costs associated with the Major Transit And Transportation Construction Traffic Management Committee (TCTMC) requirements for construction on and near Crenshaw Boulevard. Funding is for additional K-rail, fencing, traffic control plan consulting, traffic control implementation and TCTMC fees.

If additional City Funding becomes available within the Term of Agreement other than for the specific funded tasks specified above, those additional funds can be used for work in furtherance of the Scope of Project as described in this §106 and so long as consistent with the total compensation for this Agreement specified in §107 and limitations on expenditures pursuant to §403.

§107 Compensation

The total compensation for this Agreement shall not exceed $49,175,650 for the scope of the Project. Under no condition shall the liability of the City, LA Metro, and the State exceed the respective amounts in this section. The CONSULTANT, as the Project Manager, should provide a proposed payment schedule (PAYMENT SCHEDULE) based on their baseline, cost-loaded schedule and deliverables for their project for the City's review and approval. The CONSULTANT will be compensated based on the PAYMENT SCHEDULE, attached hereto as *Exhibit F*.

1. 2020 State ($9,718,650) - Any disbursement of the State Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property, including to front fund expenditures for Sankofa Park construction as set forth under *§401 Allowable and Unallowable Costs and §403 Limitation of Expenditures*;

2. 2018 City ($1,500,000) - Any disbursement of City Funds shall be subject to a determination that such expenditure is consistent with the Project Budget and is for an Eligible Cost toward the design and installation of public improvements in the public right-of-way or on publicly owned property as set forth under *§401 Allowable and Unallowable Costs and §403 Limitation of Expenditures*; and,

3. LACMTA ($14,500,000) - The Contractor agrees to comply with or fulfill all of the City's obligations in Sections 5, 7-15, and 17-19 of Contract No. C-138648-Memorandum of Agreement ("Metro Sankofa Park MOA"), attached hereto as new Exhibit H. Contractor agrees that Metro is a third-party beneficiary of the Contract pursuant to Section 22.1 of the Metro Sankofa Park MOA. Any disbursement of the LA Metro Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under *§401 Allowable and Unallowable Costs and §403 Limitation of Expenditures* and allowable costs per Exhibit H.

4. 2022 State ($6,500,000) - Any disbursement of new State Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures and allowable costs per State of California Natural Resources Agency Grant Agreement (attached as Exhibit K). The Contractor agrees to comply with or fulfill all of the City's obligations in State Grant, attached hereto as Exhibit K.

5. 2022 City ($1,000,000) - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of Sankofa Park as set forth under §401 Allowable and Unallowable Costs and §403 Limitation of Expenditures.

6. 2022 City-ARRA ($307,000) - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE and is for an Eligible Cost toward the design and construction of the parking lot (excluding the bioswale and bioretention systems in the public parking lot at 54th and Crenshaw Boulevard as set forth by this Amendment 3.

7. 2024 City ($13,000,000) - Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE, Charter section 320, and Section 106.

8. California Public Utilities Commission Local Agency Technical Assistance Grant ($150,000): for the Bureau of Street Lighting (BSL) – an analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within communities adjacent to the Crenshaw Boulevard Corridor.

9. Additional City Funding ($500,000): Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE.

10. 2024 City Funding - AB1290 ($2,000,000): Any disbursement of new City Funds shall be subject to a determination that such expenditure is consistent with the PAYMENT SCHEDULE.

A. The City shall authorize the expenditure of an amount not to exceed $49,175,650 in consideration of, and on the condition that the sum be expended in carrying out the

purposes set forth in the Scope of Services and for the complete and satisfactory performance of the terms of this Agreement.

B. The City's liability under this Agreement shall only be to the extent of the present City appropriation to fund the contract.

C. The CONSULTANT shall bear the sole responsibility to complete the promised improvements and to provide any additional funds, if necessary, to comply with the CONSULTANT's obligations under this Agreement. It is understood by both parties that the City makes no commitment to increase funding or to approve reductions in the scope of the Project should conditions change which would impair the completion of the Project in its entirety.

D. Ratification Clause: Due to the need for Consultant's services to be provided continuously on an ongoing basis, Consultant may have provided services prior to the execution of this restated Agreement. To the extent that said services were performed in accordance with the terms and conditions of this restated Agreement, those services are hereby ratified, with payments due, if any, following the effective date of this restated Agreement.

II. DUTIES OF CONSULTANT

§201 Duties and Requirements

A. General Statement of Work to be Performed by CONSULTANT

Pursuant to this Agreement, the Public Funds shall be used toward the design of a 1.3 mile long open-air museum to include the construction of Sankofa Park, and public art along Crenshaw Boulevard in Council District 8. Project elements consists of new spaces for community programming and gathering, parks and parklets, new tree plantings, additional landscape and streetscape improvements, and dozens of locations for commissioned artwork, increased open space, art, culture and amenities for the community. The project will improve pedestrian accessibility, improve access to transit, provide greenspace and develop public spaces including public art, cultural and architectural designs that capture the innovative and trail blazing spirit of Black Los Angeles.

B. General Requirements

The CONSULTANT shall use the Public Funds for eligible project costs for public improvements in the public right-of-way or on publicly-owned property, subject to the terms and conditions of this Agreement. Funds shall be used solely to carry out the purposes set forth in the General Statement of Work set forth above, and in accordance with the PAYMENT SCHEDULE. Any deviation from the General Statement of Work, the Project Budget, or PAYMENT SCHEDULE must be submitted in writing to the City in advance of any financial commitment for review and approval. The City shall review any such request for deviation within 10 business days of receipt, and that approval shall not unreasonably be withheld. Failure to submit and obtain prior written approval from the City may result in future disbursements being withheld.

C. Crenshaw Boulevard Parking Lots and Pocket Parks - LADOT

1. **LOCATIONS:** City and LADOT hereby grants Consultant to use and access

the following locations:

a. 54th St and Crenshaw Boulevard – For the construction of a pocket park and a public parking lot with forty-five (45) parking spaces as depicted on Exhibit I. A bioswale serving the pocket park stormwater runoff shall be installed on the public parking lot.
b. 50th St and Crenshaw Boulevard – For the construction of a pocket park and a public parking lot with twenty-five (25) parking spaces as depicted on Exhibit I. A bioretention serving the pocket park stormwater runoff shall be installed on the public parking lot. No construction activities shall be allowed at the 50th and Crenshaw Boulevard site until a lease agreement for that site has been fully executed by the City and the property site owner.
c. Both locations collectively are referred to as the "Properties".

2. PERMITS AND FEES

a. Prior to any permitting process, the Consultant shall obtain written approval from LADOT of design drawings and specifications related to the public parking lots.
b. Consultant shall, all its sole cost and expense, obtain all necessary permits, licenses and all other appropriate legal authorizations from all applicable federal, state, and local jurisdictions, and pay all applicable fees.

3. CONSTRUCTION AND ALTERATIONS

a. Consultant shall, at its own expense and with the limited City funds (ARRA funds) expressly allowed for the parking lot at 54th St and Crenshaw Boulevard, construct the improvements described in and pursuant to the procedures set forth in Exhibit I, scope including the pocket parks, public parking lots, and all related installations at the Properties.
b. ARRA funds allocated to Consultant shall only be used for construction activity for the parking lot at the 54th St and Crenshaw Boulevard site and not the pocket park at that location. ARRA funding shall not be used for the bioswale and bioretention systems in the public parking lot at the 54th St and Crenshaw Boulevard site because they serve the pocket park's stormwater runoff.
c. Consultant is solely responsible for managing and supervising the construction of the project at the Properties. Consultant shall have control over construction, scheduling, and coordination of all work.
d. Public safety at the Properties shall be maintained by Consultant during working and non-working hours. Consultant shall address all hazards appropriately and render them safe, such as open trenches, stubs, and uneven pavement. All open trenches must be covered during non-

working hours. Consultant shall maintain safe pedestrian and vehicular access at all times.

e. No construction activities shall be allowed at the 50th St and Crenshaw Boulevard site until a lease agreement for that site has been fully executed by the City and the property site owner.

4. UTILITIES

a. Consultant shall install separate utility meters (water, electricity, etc.) for the pocket parks and the public parking lots at the Properties.
b. Consultant shall establish separate utility services for the pocket parks at both Properties. Consultant shall be responsible for all utility costs related to the pocket parks at the Properties. Consultant shall make direct payment to the utility companies.
c. LADOT shall be responsible for all utility costs related to the public parking lots at the Properties.
d. The provisions of this Subsection 201(C)(4) – Utilities shall survive the expiration of this Agreement.

5. MAINTENANCE

a. The bioswale and bioretention systems in the public parking lots are serving the pocket park's stormwater runoff. Consultant shall be responsible for maintaining the bioswale and bioretention system in good working condition. The bioswale at each respective Property shall be serviced by Consultant and maintained every three (3) months by a qualified vendor, or at more frequent intervals that may be required to maintain good operating function of the systems.
b. Once notified by LADOT of any required repair or maintenance of the bioswale and bioretention system, Consultant shall initiate the repair within seven (7) business days. If LADOT determines that the repairs or maintenance has not been completed past the threshold timeframe, LADOT may repair or maintain the bioswale and retention system, and bill Consultant for the cost of the repair.
c. Consultant shall be responsible for maintaining the pocket parks in a clean, safe, and orderly condition such as sweeping and garbage collection.
d. LADOT shall be responsible for maintaining the public parking lots in a clean, safe, and orderly condition such as sweeping and garbage collection.
e. The provisions of this Subsection 201(C)(5) – Maintenance shall survive the expiration of this Agreement.

6. NOTICES:

a. All Notices provided in accordance with Section 104 of this Agreement relating to this Section 201(C) shall also be delivered to LADOT. Parking Facilities Division, to Sophia.Fong@lacity.org
b. The provisions of this Subsection 201(C) (6) – Notices shall survive the expiration of this Agreement.

§202 Specific Requirements

In furtherance of the General Requirements, and all work required under this Agreement, the CONSULTANT shall do the following:

A. Comply with the requirements delineated for the CONSULTANT in its subcontracts with the Architect for design services and with the General Contractor for construction services. Unless previously approved by the City, the use of standard AIA (American Institute of Architects) Agreement B141 between the Owner and Architect and between the Owner and General Contractor A101, shall be used. Also, the current edition of "Green Book", standard Specifications for Public Works Construction as well as the AIA's "General Conditions of the Contract for Construction," current (2003 or later) edition (AIA Form A 201) shall be cited as part of the contract with the Architect and General Contractor. If the CONSULTANT has already selected and entered into a contract with subcontractors prior to the execution of this Agreement, then the CONSULTANT shall provide a copy of subcontractor contracts to the City upon execution of this Agreement. Upon the execution of this Agreement, all new contracts entered with subcontractors must be approved by the City prior to execution of the subcontractor contract; shall adhere to the terms and conditions set forth in *Section 205 – Subcontracting*, and are superseded by this Agreement in case of conflicting requirements or obligations. The City shall review any such request for new, or modified subcontracts in a timely manner, and that approval shall not unreasonably be withheld.

B. Submit monthly reports, in an acceptable form by both parties, to the Department of Public Works Bureau of Contract Administration (Attn: Roosevelt Bagby II; Address: 1149 S Broadway, 3rd Floor, Los Angeles, CA 90015) concerning local hiring efforts for the Project. As this is a Public Works project, the CONSULTANT and subconsultants are encouraged to comply with the City's Project Labor Agreement, which promotes workforce development through establishing local hiring and disadvantage worker employment opportunities.

C. Assure that reports, permits, forms, certifications, and other documents required by federal, state, and local requirements be expeditiously submitted to various governing or regulatory bodies to avoid delays in completing the general requirements of this Agreement.

D. Identify and provide corrective action on those issues or barriers that impede or delay the completion of the Project as defined in this Agreement. CONSULTANT shall notify the City, in writing, within 10 working days of discovering those issues or barriers, and provide a corrective action plan of resolution with sub-activities and milestone completion dates.

E. Assure that the Architect and the General Contractor and their respective subcontractors comply with all applicable United States, State of California, County of Los Angeles, and City statutes, rules, regulations, and reporting requirements in the completion of the General Requirements as defined in this Agreement.

F. Designate a person to act as the CONSULTANT's representative prior to the execution of the Architect and General Contractor contracts to carry out the responsibilities of the "Owner" in those contracts.

G. Prepare the proposed plans and specifications so that construction can be completed within the available construction budget and PAYMENT SCHEDULE.

H. Ensure that the General Contractor constructs the Project in conformance with the City's construction standards. The CONSULTANT shall ensure the Project is in full conformance with all applicable local, State, and federal statutes, regulations, and building codes.

§203 Accounting Services

The CONSULTANT shall maintain records for every expenditure incurred directly or indirectly by this Agreement; such records shall include, but not be limited to, documentation of all budgeted expenditures, e.g.: time cards, requisitions for payments, rentals, leases, invoices and any other documents pertinent to the expenditures. In addition, a log of all expenditures by line item shall be maintained by the CONSULTANT. Such records shall be maintained in a file, be certified by RMS Project Management Firm and certified by Licensed Accounting Firm hired and paid for by CONSULTANT and be made available for examination by the City.

§204 Independent Contractor Status

The CONSULTANT is an independent contractor and not an agent or employee of the City. The CONSULTANT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§205 Subcontracting

CONSULTANT shall not use subcontractors to assist in the performance of this Agreement without the prior written approval of the CITY. If the CONSULTANT has already selected and entered into a contract with subcontractors prior to the execution of this Agreement, then the CONSULTANT shall obtain CITY's written approval of the subcontractor within ten (10) business days from the date of execution of this Agreement. Additionally, if the CONSULTANT notifies the City of any future subcontracting agreement prior to the execution of such agreement, the City shall review it, and that approval shall not unreasonably be withheld. The City shall review any such request for new, or modified subcontracts within 10 business days of receipt, and that approval shall not unreasonably be withheld. If the CONSULTANT uses subcontractors, CONSULTANT shall remain

responsible for performing all aspects of this Agreement. The CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONSULTANT'S subcontractors, and nothing herein creates any privity of contract between the CITY and the subcontractors. CONSULTANT shall comply with the following:

- Require that the architect and any contractors or subcontractors for the Project be licensed by the State of California;
- Require the architect, general contractor, and subcontractor(s) to maintain insurance as required by the City; and,
- Meet all applicable requirements of federal, state and local government agencies for Project design documents.

A. Senate Bill 854 and Department of Industrial Relations (construction work)

All contractors and subcontractors shall be registered with the State of California Department of Industrial Relations pursuant to California Labor Code section 1725.5, to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public works contract.

CONSULTANT is advised of the following change made by California State Senate Bill 854 (Stat. 2014, chapter 28) to the DIR: No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code Section 1725.5. DIR maintains an up-to-date listing of registered contractors.

B. The subcontract shall require the selected architect or general contractor to maintain a minimum insurance amount as provided in *Exhibit B* in errors and omission insurance with a twelve (12) month recovery period and the CONSULTANT must submit evidence of same to the City for verification prior to the execution of the CONSULTANT's Agreement with the architect or general contract.

III. DUTIES AND POWERS OF THE CITY

The City represents, warrants, and covenants as follows:

A. That it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;

B. That it has the power and authority to carry on its function as a City, to enter into this Agreement, and to consummate the transaction herein contemplated;

C. That all actions to be taken by or on behalf of the City to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

D. That this Agreement is a valid and binding obligation of the City, enforceable in

accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

IV. PAYMENT AND FISCAL CONTROLS

§401 Allowable and Unallowable Costs

Allowable Costs

A. To be eligible for payment under this Agreement, expenditures must be made in compliance with all of the principles set forth below:

1. Clearly defined costs for the design, construction or installation of public improvements (including public art) in the public right of way or on publicly owned property;

    a. Clearly defined costs shall specifically identify the public improvement, including details of the location of the improvement;

    b. Should the CONSULTANT propose to use funds under this Agreement for improvements located on privately owned property, the CONSULTANT will be required to obtain approval of the CITY prior to authorizing the use of funds. The CITY will make a determination whether a public benefit is derived from the use of the funds. The CONSULTANT may be required to provide the City with information to assist with the determination.

2. Be necessary and reasonable for the proper and efficient performance of this Agreement. The City shall have final authority to determine in good faith whether an expenditure is "necessary and reasonable." Eligible costs may include, but are not limited to the following:

    a. Public Arts fees, Plan Check fees, Building Permit fees, and construction inspection fees.

    b. Project management costs, including inspection if hired through a documented and competitive process to oversee the design and construction.

3. Conform to the limitations within this Agreement and to any governing statutes, regulations and ordinances.

4. Be fully documented and determined to be in accordance with standard accounting procedures.

5. Not to be billed to any other private or government funding source.

6. Costs incurred prior to the date of execution of this Agreement which have been expressly approved by the City, subject to eligibility as set forth in this Agreement.

Unallowable Costs

B. The following costs, among others, are specifically not allowable:

1. Contributions and donations.

2. Travel and entertainment: Costs of travel, amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.

3. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations.

4. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, refinancing of property or of facilities, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, other than those specifically allowed in advance.

5. Membership Expenses: Membership expenses are specifically disallowed.

6. Meeting Attendance: CONSULTANT's staff costs of attending meetings with the City, and/or its consultants, and CONSULTANT's staff and/or subcontractors.

7. Losses: Due to theft, vandalism and/or misconduct of CONSULTANT or subcontractor of any tier.

8. Losses due to delay: Lack of scheduling, coordinating, and monitoring.

9. Subcontracts not approved by the City.

10. Costs incurred prior to the date of execution of this Agreement unless specifically allowed hereunder.

11. Operating license fees.

12. CONSULTANT's program staffing and personnel costs.

13. Non-maintenance equipment costs.

14. Furnishings.

15. Utilities.

16. Personal hygiene products such as: toilet paper, tissue, hand towels, bars of soap, and liquid soap except for such personal hygiene projects that will be included in the construction General Conditions/General Requirements such as porta-potties.

17. Maintenance or service costs.

18. Pension, health, vacation, sick leave, or other benefits for staff.

Reimbursements or payments for expenditures which are determined by the City to be unallowable must be immediately returned to the City. If not returned to the City promptly, City may withhold any unpaid amount from future City's future payment to CONSULTANT.

§402 Disbursement

A. Disbursement

The CONSULTANT shall submit periodic draw requests to BOE in conformance with the PAYMENT SCHEDULE. BOE will oversee construction approvals and approval of draw requests within 10 business days of receipt. CONSULTANT shall promptly provide to City for approval, any and all modifications or changes to the PAYMENT SCHEDULE. The disbursements shall cover expenses that are eligible and relate directly to the scope and intent of the project elements that will be in the public right-of-way or in other public property, in conformance with the PAYMENT SCHEDULE.

All payments shall be subject to withholding of retention as shown on the PAYMENT SCHEDULE. The method of payment will be as follows:

1. Initial Payment - The City shall issue the first initial payment to the Consultant upon execution of the Agreement and in conformance with the PAYMENT SCHEDULE as set forth in *Exhibit F*, subject to receipt of funds from the State and LA Metro and a written drawdown request (invoice) from CONSULTANT that includes evidence of the following:

    a. Fulfillment of bond requirements established by the City. All bonds shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code Sections 11.47 *et seq.*, as amended from time to time;
    b. Evidence of compliance with insurance requirements established by the City Administrative Officer; and,
    c. Evidence of an active Business Tax Registration Certificate (BTRC) for CONSULTANT and the prime contractor hired by CONSULTANT, and,
    d. Fulfilment of standard contracting provisions as set forth in Article 6 - General Terms and Conditions and Standard Contracting Provisions.

2. Periodic Payments - The CONSULTANT shall submit invoices, along with progress reports, and updated PAYMENT SCHEDULES for City's approval. Such progress report should include the scope of work that was completed since the last

disbursement, project delivery schedule, the use of the funds that was previously released including supporting documents, and the requested amount that will be required for the next disbursement. Should CONSULTANT fail to provide the required documents as set forth in this provision or the project has been delayed such that the disbursements will not be needed until a future date, the City may either withhold or reduce the payments to the CONSULTANT. The City shall notify the CONSULTANT within ten (10) business days of receipt if it will either withhold or reduce the payments. If the City does not notify CONSULTANT within ten (10) business days of receipt, then the entire invoice amount shall be eligible for payment, subject to receipt of funds from the State and LA Metro.

3. Payment Retention - All disbursements shall be subject to withholding of a retention as shown on the PAYMENT SCHEDULE until the CONSULTANT provides documentation to City showing that the Project has been completed to the City's satisfaction and upon meeting the following conditions:

    a. Payment of B-Permit fees;
    b. Submission of signed released forms from each artist involved, which will provide evidence that each artist has received full and fair compensation for the work and releases the City, LA Metro, the State, and Destination Crenshaw from any and all future liability (*Exhibit G*);
    c. Submittal of Professional Accountant certified and RMS certified proof of payments, including supporting backup documentation, for all project related costs;
    d. Submission of a Maintenance Plan for the improvements in the public right-of-way; and provide bi-weekly updates on Maintenance Plan status,
    e. Upon verification by BOE of the following:
        i. That all employees of the prime contractor and all sub-contractors were paid appropriately (i.e. prevailing wage, living wage and/or minimum wage);
        ii. The number of employees (i.e. prime contractor, all sub-contractors, artists and Destination Crenshaw staff) working on the Project that reside locally; and,
        iii. Final close-out fiscal report as required by the City within forty-five (45) days of completion of the Project. The report should include the following:
            - Evidence from the applicable governmental agencies that the work was performed per required codes such as Notice of Completion, Certificate of Occupancy or Certificate of Completion, as appropriate, etc.;
            - A statement that the contracted work has been completed generally in accordance with the plans and specifications previously approved by the Department of Public Works and Building and Safety; and,
            - A statement indicating the use of the funds and final close-out fiscal report showing final expenditures, including supporting documents certified by professional accounting firm, RMS and Destination Crenshaw.

B. Invoices shall be prepared in such form and supported by such copies of invoices, payrolls, time sheets, and other documents of proof as may be required by CITY to

establish the amount of such invoices for allowable expenses. To expedite the approval process, the CONSULTANT is encouraged to submit draft invoices for review before submitting a final invoice. The submittal shall be certified by licensed accounting firm, RMS and Destination Crenshaw.

C. During the term of the construction agreement, the CONSULTANT, with the cooperation of the General Contractor, shall, within five (5) working days after the close of the work week, submit to the City, all certifications, weekly payroll forms, employment utilization forms, code inspection reports, sign-offs, and other related documents that are required by the City. It is understood that failure to adhere to the reporting requirements may delay release of construction funds.

§403 Limitation of Expenditures

A. The CONSULTANT shall not expend funds provided under this Agreement prior to the commencement of this Agreement unless specifically allowed hereunder, or subsequent to suspension or termination of this Agreement.

B. Expenditure shall be made in conformance with the PAYMENT SCHEDULE, and shall meet criteria established for "allowable costs" under §401 of this Agreement.

C. Expenditures shall be in direct support of the Project that is the subject of this Agreement. Expenditures for improvements that are on private property (such as facade improvements) shall require one of the following:

   a. A finding of public benefit approved by the City Council prior to the expenditure of any funds on private property; and/or,
   b. A comparable financial benefit provided to the City for any expenditure of funds. This benefit shall be confirmed in writing by BOE following consultation with the City Attorney prior to commitment to fund improvements on private property.

D. Any payment of funds shall be used exclusively for the activities set forth under this Agreement and shall not be commingled with other funds from other sources administered by the CONSULTANT.

§404 Return of Unexpended Funds and Close-outs

A. Funds granted by the City, determined by the City to be in excess of the amount actually required, shall be immediately returned to the City. If not returned to the City promptly, City may withhold any unpaid amount from future City's future payment to CONSULTANT.

B. On or before the date specified in §*105 Time of Performance* of this Agreement, the CONSULTANT shall submit to the City, a complete and accurate final close-out invoice of costs eligible for payment under this Agreement certified by professional accounting firm, RMS, Destination Crenshaw. Failure by the CONSULTANT to comply with this requirement may result in a unilateral close-out of this Agreement by the City, based on previous invoices filed with the City, and/or the imposition of sanctions as specified in *Article V - Remedies* of this Agreement.

§405 Schedule of Payments

The CONSULTANT, upon submittal of an acceptable invoice and required documents as set forth under the Disbursement section of *§402 Deposit and Disbursement*, shall be paid or reimbursed based upon the PAYMENT SCHEDULE as specified in *Exhibit F* or as amended by the City.

The CONSULTANT shall require the General Contractor to submit to the CONSULTANT, the Architect, and the City a Proposed Construction PAYMENT SCHEDULE and updated PAYMENT SCHEDULEs as described in *§608 Construction Subcontracts*.

§406 Withheld Payments

A. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questionable expenditures or indebtedness to the City arising from past or present agreements between the City and the CONSULTANT. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

B. Payments to the CONSULTANT may be withheld by the City if the CONSULTANT fails to comply with the provisions of this Agreement.

§407 Audits and Inspections

At any time during normal business hours and as often as the City, State, or LA Metro may deem necessary, the CONSULTANT shall make available for examination and audit, all of its records that support all matters covered by the Agreement. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

§408 Documentation of Construction Expenditures

Construction expenditures shall be supported and verified by properly executed General Contractor and subcontractors' payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders or other accounting documents shall be clearly identified and readily accessible. The City may require additional substantiation of costs before making payment. All evidence of costs incurred or to be incurred shall identify or bear identification of the budget account to be charged.

§409 Maintenance of Records

A. Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of three (3) years with the following qualifications:

1. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. When records are requested and transferred to be maintained by the City, the 3-year retention requirement is not applicable to the CONSULTANT.

B. The retention period starts from the date of the submission of the final expenditure report.

C. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless written authorization to remove them is granted by the City.

D. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

§410 Reporting Requirement

A. At a minimum quarterly, and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information in both paper documents and electronic files, as the City may request pertaining to matters covered by this Agreement.

B. For any exceptions to the provision of this Section, the CONSULTANT shall have obtained written approval from the City.

C. If the CONSULTANT's reports or other documentation are not submitted as required, the City reserves the right to withhold payments to the CONSULTANT or to impose other sanctions, at the City's sole discretion.

§411 Validity of Financial Documentation Submission

Financial reports required to be prepared and submitted by the CONSULTANT to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the CONSULTANT secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the CONSULTANT and are not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to between the CONSULTANT and the City in a written agreement.

V. REMEDIES

§501 Breach

A. In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representations made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that it in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

B. The CONSULTANT's full compliance with the terms of this Agreement will have significant benefits to the City, and to the property and quality of life therein, through the preservation, provision, and protection of open spaces, park, community gathering areas for all residents, public art, and the planting of trees. Because such benefits exceed, to an immeasurable and unascertainable extent, the amount of public monies that the City furnishes under the provisions of this Agreement, the CONSULTANT agrees that payment by the CONSULTANT to the City of an amount equal to the amount of the monies disbursed under this Agreement by the City would be inadequate compensation to the City for any breach by the CONSULTANT of this Agreement. The CONSULTANT further agrees, therefore, that the appropriate remedy in the event of a breach by the CONSULTANT of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the City. Nothing in this Section shall limit in any way the City's legal or equitable remedies under this Agreement.

§502 Defaults

A. Should the CONSULTANT fail for any reason(s) to comply with the contractual obligations of this Agreement, the City reserves the right to exercise any of the following remedies:

1. Reduce the total budget and funding to conform to the CONSULTANT's actual performance.

2. Suspend project operations in accordance with *§504 Suspension* of the Agreement.

3. Terminate the Agreement in accordance with *§505 Termination* of this Agreement.

4. Recover spent funds.

5. Assume the management of activities covered under this Agreement, either directly or by contract.

B. The City shall provide written notice of default to the CONSULTANT as provided in this Agreement and the CONSULTANT shall have fifteen (15) calendar days to cure the default. In the event the CONSULTANT fails to cure the default within fifteen (15) calendar days, City may avail itself of all right or remedies available at law or equity,

including but not limited to those referred to in this Agreement. In the event the CONSULTANT commences to cure default which reasonably requires more than fifteen (15) days to cure and the CONSULTANT diligently pursues curing the default, the CONSULTANT will not be held in default so long as the CONSULTANT is diligently pursuing their actions to cure and completing the cure in a reasonable time period.

§503 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the CONSULTANT shall immediately notify all affected employees and participants and shall notify in writing all other parties contracted under the terms of this Agreement within five (5) working days.

§504 Suspension

A. The City may suspend all or part of the project operations for failure of the CONSULTANT to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

B. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

C. Within five (5) working days, the CONSULTANT shall reply in writing setting forth the corrective actions which will be undertaken, subject to written approval.

D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the CONSULTANT is not fully insured in compliance with *§619 Insurance* of this Agreement. Performance shall not resume without the prior written approval of the City.

§505 Termination

A. The parties agree that at any time during the term of this Agreement, the City may terminate this Agreement or any part thereof for material breach as specified in *§501 Breach* of this Agreement, or as specified in *§502 Defaults* of this Agreement, for uncured default upon giving the CONSULTANT written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. In the event that the CONSULTANT ceases to operate (i.e., dissolution of business entity status, declaration of bankruptcy, etc.), the CONSULTANT shall provide to the City copies of all records relating to this Agreement.

C. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the CONSULTANT for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

D. The City may withhold any payment due to the CONSULTANT until such time as the exact amount of damages due to the City from the CONSULTANT is determined.

VI. GENERAL TERMS AND CONDITIONS AND CONTRACTING PROVISIONS

§601 General

The following specifically identified General Terms and Conditions, Conditions Precedent to Execution of the Contract, Requirements, Exhibits and Attachments, shall hereby be incorporated herein by reference, and the termination date of such specifically referenced items, and/or the date to which the requested items must remain in compliance with the terms of the referenced Agreement, for the sole purpose of this Agreement, shall be coterminous with the termination date of this Agreement, and any such amendments to extend the termination date as might be executed by the City and the CONSULTANT.

All items listed in *§102 Conditions Precedent to Execution of Contract* shall be kept current, and the City shall be notified of, or provided with, in accordance with the reporting requirement identified in *§104 Contract Administration and Representative of the Parties* herein, any changes to, updates of or non-compliance with, any below listed item.

§602 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the CONSULTANT. The word "CONSULTANT" includes the party or parties identified in this Agreement. The singular shall include the plural and if there is more than one CONSULTANT, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§603 Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The CONSULTANT shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Agreement with no additional compensation paid to the CONSULTANT.

In any action arising out of this Agreement, the CONSULTANT consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts

located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

§604 Competitive Proposal Requirement

A. Upon the execution of Agreement, any new subcontracts entered into by the CONSULTANT exceeding the amount of One Hundred Thousand Dollars ($100,000) shall be let only by competitive proposals, except where using a sole supplier of services or materials, which is justified and approved in advance by the City. The CONSULTANT shall submit to the City evidence that it has received a minimum of three (3) verifiable proposals for such subcontract and justification for selection of the successful proposer or documentation to support the fact of the sole supplier. Consideration shall be given to local proposers and/or proposers with a demonstrated record of hiring local workers. Records shall be maintained by the CONSULTANT showing the successful proposer or documentation to support the fact of the sole supplier. Records shall be maintained by the CONSULTANT showing the parties solicited and the proposals submitted.

B. This section shall not apply to any subcontracts entered into with Artist(s) for artwork. Any subcontracts entered into with Artist(s) by the CONSULTANT shall comply with the bidding process set forth by the Department of Cultural Affairs.

§605 Compliance with Prevailing Wages Laws

The CONSULTANT warrants and certifies that in the performance of this Agreement, it shall comply and cause its contractors and subcontractors to comply with City and state laws related to the payment of prevailing wages for public works projects. Information concerning prevailing wages can be obtained from the Department of Public Works, Bureau of Contract Administration, (213) 847-2662. Monitoring of prevailing wages compliance will be conducted by BOE or the Bureau of Contract Administration's Office of Contract Compliance and shall be charged to the CONSULTANT at the rate set by the Bureau of Contract Administration. This charge shall be considered an allowable cost under this Agreement.

The provisions of the Labor Code of the State of California related to Public Works wages require the CONSULTANT to pay not less than the "General Prevailing Wage Rates" to all workers employed in the execution of the Agreement and to post a copy of the "General Prevailing Wage Rates" at the job site, at a conspicuous space available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California (DIR). Copies of those rates are on file in the Office of Contract Compliance, Bureau of Contract Administration, telephone (213) 473-2168.

Information regarding prevailing wage rates may be obtained from the Office of Policy,

Research and Legislation, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Telephone (415) 703-4774, Fax (415) 703-4771.

§606 Compliance with Statutes and Resolutions

A. The CONSULTANT warrants and certifies that in the performance of this Agreement, it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County and the City of Los Angeles, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment; the City's anti-discrimination provisions and Affirmative Action Plan; and abatement of Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP), including insuring that all personnel involved in the abatement or removal process of all ACMs and LBP will wear the necessary, legally-required protective clothing and respiratory gear and that the work done by properly licensed personnel. If during the course of this Agreement, the City receives or promulgates new or revised laws, regulations and/or procedures that apply to the performance of this Agreement, such data shall be submitted to the CONSULTANT for compliance thereto. These conditions shall be made an integral part of any subsequent amendment arising out of new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

B. Applicable statutes, rules, or regulations may include, but are not limited to, the following:

1. Clean Air Act, as amended (42 USC 1857, *et seq.*);
2. Federal Pollution Control Act, as amended (33 USC 1251, *et seq.*);
3. Title VI of the Civil Rights Act of 1964, (42 USC 2000d), and implementing regulations;
4. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 USC 2000e), and implementing regulations;
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (29 USC 794), and implementing regulations issued at 45 CFR, Part 84;
6. The Americans with Disabilities Act (ADA), PL 101-336 and all applicable regulations;
7. The Age Discrimination Act of 1975, as amended, (42 USC 6101, *et. seq.*) implementing regulations;
8. City of Los Angeles Worker Retention and Living Wage Ordinance. Section 10.36 *et seq.*, and Section 10.37 *et seq.*, of the Los Angeles Administrative Code (LAAC).
9. City of Los Angeles Equal Benefits Ordinance. Section 10.8.2.1 *et seq.*, of the Los Angeles Administrative Code.
10. City of Los Angeles First Source Hiring Ordinance. Section 10.44 *et seq.*, of the Los Angeles Administrative Code
11. City of Los Angeles Contractor Responsibility Ordinance. Section 10.40 *et seq.*, of the Los Angeles Administrative Code
12. City of Los Angeles Slavery Disclosure Ordinance. Section 10.41 of the Los Angeles Administrative Code.

13. Iran Contracting Act of 2010 Compliance Affidavit.
14. City Contractors' Use of Criminal History for Consideration of Employment Applications.
15. Disclosure of Border Wall Contracting.
16. Disclosure of Contracts and Sponsorship of the National Rifle Association.

§607 Conflict of Interest

A. The CONSULTANT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the contractor or subcontractor; or where the selection of contractors or subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or partner, or organization has a financial interest in the subcontract;

2. The subcontractor is an entity or someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such persons would be prohibited by the California Political Reform Act, California Government Code Section 87100 *et seq.* If such person were a public officer, because such person would have a "financial or other interests" in the subcontract.

B. Definitions

1. The term "immediate family" includes but is not limited to those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, son-in-law, and daughter-in-law.

2. The term "financial or other interest" includes but is not limited to:

   a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

   b. Any of the following interest in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity or membership on the board of director or governing body.

C. The CONSULTANT further covenants that no officer, director, employee, or agent

shall solicit or accept gratuities, favors, anything of monetary value from an actual or potential subcontractor, supplier, a party to a sub-agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The CONSULTANT shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the CONSULTANT.

E. Prior to obtaining the City's approval of any subcontract, the CONSULTANT shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the CONSULTANT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles and State of California regulations regarding conflict of interest.

G. The CONSULTANT warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

H. The CONSULTANT covenants that no member, officer or employee of the CONSULTANT shall have any interest, direct or indirect, in any contract or subcontract of the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The CONSULTANT shall incorporate the foregoing Subsections of this Section into every agreement that it enters into in connection with this Project and shall substitute the term "subcontractor" for the term "CONTRACTOR" or "CONSULTANT."

§608 Construction Subcontracts

A. If the CONSULTANT has already selected and entered into a contract with a construction subcontractor to assist in the performance of this Agreement prior to the execution of this Agreement, then the CONSULTANT shall obtain City's written approval within 10 business days from the date of execution of this Agreement.

B. Applicable labor standard provisions including assurances that the construction subcontractor shall pay all his/her employees based upon prevailing wages and the General Conditions shall be a part of all construction subcontracts awarded pursuant to this Agreement.

C. The construction subcontract shall require the construction subcontractor to comply with the provisions under *§202 Specific Requirements of the CONSULTANT*.

D. Upon award of the construction subcontract, the construction subcontractor shall develop and submit to the CONSULTANT, the Architect, and the City a Proposed

PAYMENT SCHEDULE of Work for approval before starting the construction work. The Proposed PAYMENT SCHEDULE of Work shall describe in details the sequence of the construction activities, the dates, the locations, trades and number of workers, materials to be placed, and types of equipment to be used to complete the contract in the form of tabulations or scheduling charts.

E. If the construction subcontractor desires to make a major change in the PAYMENT SCHEDULE after commencing, or if the PAYMENT SCHEDULE fails to reflect the actual progress, the construction subcontractor shall submit to the CONSULTANT, the Architect, and the City a revised PAYMENT SCHEDULE in advance of beginning revised operations.

§609 Subconsultant/subcontractor Services

For any new subcontracts entered into after the execution of this Agreement, the CONSULTANT shall submit to the City the following items:

1. The solicitation for proposals, if required pursuant to Section 604 (or sole source justification).

2. The list of persons or firms to which the solicitation announcement was sent if required pursuant to Section 604.

3. A minimum of three proposals (if required pursuant to Section 604).

4. Specific reasons for the selection of the prospective subcontractor. A resume or job application which fully describes the subcontractor's previous experience, particularly as it relates to the services to be performed under the subcontract.

5. The proposed subcontract which includes the following:

    a. Full description of the work activities that will be performed by the subcontractor.
    b. The length of time the subcontractor will be retained.
    c. The fee to be paid to the subcontractor indicating whether an hourly, rate, weekly rate, or job completion date is to be the basis for payment.

§610 Consultant Personnel

A. The CONSULTANT shall employ persons meeting the qualifications for those positions they hold.

B. The CONSULTANT shall not use funds provided under this Agreement to pay salaries of its own employees. Notwithstanding the foregoing, with prior written approval from the City, the CONSULTANT may use funds provided under this Agreement to pay for labor costs for the CONSULTANT's own employees that perform maintenance design or construction services specifically for the Project.

C. Deviation of the foregoing limitations shall require written City approval before becoming effective.

§611 Cost-Plus-a-Percentage-of-Cost-Subcontracting

Under no circumstances shall the CONSULTANT enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

§612 Effect of Legal Judgment

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, conditions or provision herein contained.

§613 Claims for Labor and Materials

CONSULTANT shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible or intangible matter produced by CONSULTANT hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Agreement.

§614 Indemnification

Except for the active negligence or willful misconduct of the City, State, LA Metro, or any of their boards, officers, agents, employees, assigns and successors in interest, the CONSULTANT shall defend, indemnify and hold harmless the City, State, LA Metro, and any of their boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, State, LA Metro, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the CONSULTANT's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the CONSULTANT, subcontractors of any tier, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City, State, and LA Metro provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

§615 Intellectual Property Indemnification

The CONSULTANT, at its own expense, shall defend, indemnify, and hold harmless the City, State, and LA Metro and any of their boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, State, and LA Metro including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONSULTANT, or its Subcontractors, in performing the work under this Agreement; or (2) as a result of the City's actual or intended use of any Work Product (as defined in *§618 Ownership and License*) furnished by the CONSULTANT, or its subcontractors of any tier, under this Agreement. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision will survive expiration or termination of this Agreement.

§616 Intellectual Property Warranty

The CONSULTANT represents and warrants that its performance of all obligations under this Agreement does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

§617 Ownership and License

Unless otherwise provided for herein and except for any architectural works associated with the Project, all finished and unfinished artworks, tangible or not, created under this Agreement (each a "Work Product"; collectively "Work Products") are covered under a separate contract between the CONSULTANT and the Artist. That separate contract includes provisions regarding goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products.

CONSULTANT shall comply with the Revocable Permit Conditions for the Project and bear any costs in order to comply. In the event that artwork is removed or damaged in the public right of way, CONSULTANT shall maintain or repair the artwork at no cost to the City. If CONSULTANT chooses to remove physical artwork (i.e. exhibit or sculpture), then the structure shall be removed and the right-of-way restored as per instructions included in the Revocable Permit. CONSULTANT shall provide the City at least 60 days notice prior to removal of any physical artwork associated with the Project.

While any artwork is installed in the public right of way or on other public property, the

City shall have a non-exclusive license to reproduce the artwork for any noncommercial use.

§618 Data Protection

A. The CONSULTANT shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Agreement, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). The CONSULTANT shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the CONSULTANT's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONSULTANT shall begin remediation immediately. The CONSULTANT shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the CONSULTANT until the Data Breach or Security Incident has been effectively resolved to the City's satisfaction. The CONSULTANT shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City's sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The CONSULTANT shall cooperate fully with the City, its agents and law enforcement.

B. If the City is subject to liability for any Data Breach or Security Incident, then the CONSULTANT shall fully indemnify and hold harmless the City, State, and LA Metro and defend against any resulting actions.

§619 Insurance

During the term of this Agreement and without limiting the CONSULTANT's obligation to indemnify, hold harmless and defend the City, State, and LA Metro, the CONSULTANT shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (*Exhibit B – Insurance Requirements* attached hereto). The insurance must: (1) conform to the City's requirements; (2) comply with the Insurance Contractual Requirements (*Exhibit B* attached hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The CONSULTANT shall comply with all Insurance Contractual Requirements shown on *Exhibit B* hereto and made a part of this Agreement. The provisions of this Section 619 shall survive the expiration of this Agreement with regard to matters relating to Section 201(C) - Crenshaw Boulevard Parking Lots and Pocket Parks.

§620 Limitations of Corporate Acts

The CONSULTANT shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under *§106 Compensation* herein or take any other steps which may materially affect the performance of this

Agreement without first notifying the City in writing. The CONSULTANT shall notify the City immediately in writing of any change in the CONSULTANT's organizational name.

§621 Limitations of Expenditures

A. The CONSULTANT shall not expend funds provided under this Agreement prior to the commencement of this Agreement, during suspension or subsequent to termination of this Agreement.

B. Expenditures shall be made in conformance with the City approved PAYMENT SCHEDULE, and shall meet criteria established for allowable costs under *§401 Allowable and Unallowable Costs* of this Agreement.

§622 Lobbying Prohibited

A. None of the funds provided under this Agreement shall be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

B. The CONSULTANT and its subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any disclosure form previously filed by the CONSULTANT.

§623 Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Agreement is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 *et seq.*, as amended from time to time.

A. The CONSULTANT shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, The CONSULTANT shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the "Affirmative Action Program" provisions of this Agreement.

Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§624 Participation of Minority, Women and Other Business Enterprises

To the fullest extent possible in the administration of this Agreement, CONSULTANT agrees to provide opportunities for minority owned, women and other businesses enterprises to participate in procurements under this Agreement.

§625 Permits

The CONSULTANT and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the CONSULTANT's performance of this Agreement and shall pay any fees required therefore. The CONSULTANT shall immediately notify within two (2) business days, the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONSULTANT's performance of this Agreement.

§626 Los Angeles City Business Tax Registration Certificate Required

For the duration of this Agreement, the CONSULTANT shall maintain valid Business Tax Registration Certificate(s) as required by the City's Business Tax Ordinance, Section 21.00 *et seq.*, of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

§627 Political Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

§628 Assignment and Delegation

The CONSULTANT may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights under this Agreement, including the right to payment; or,
B. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

§629 Prohibition of Legal Procedures

The CONSULTANT is prohibited from using the funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against the City or their official representatives.

§630 Public Information

In all communications with the press, television, radio or any other means of communicating with the general community as deemed appropriate by Destination Crenshaw, the Agreement shall make specific reference to the City of Los Angeles, LA Metro, and State as a/the sponsoring agency of the Project.

§631 Restriction on Disbursements

No money received pursuant to this Agreement by the CONSULTANT shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable General Contract Conditions as set forth in *Part VI GENERAL TERMS AND CONDITIONS* of the Agreement and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

§632 Confidentiality

All documents, information and materials provided to the CONSULTANT by the City or developed by the CONSULTANT pursuant to this Agreement (collectively "Confidential Information") are confidential. The CONSULTANT shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The CONSULTANT shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Agreement.

§633 Subcontracts

A. For the purpose of this Agreement, subcontracts shall include, but not be limited to, third party agreements, consultant services subcontracts, and subcontracts.

B. Subcontracts entered into in the performance of this Agreement shall:

1. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement. These provisions include, but are not limited to the following

    a. §623 Mandatory Provisions Pertaining to Non-Discrimination in Employment
    b. §640 Child Support Assignment Orders
    c. §641 Living Wage Ordinance
    d. §642 Worker Retention Ordinance
    e. §644 Contractor Responsibility Ordinance
    f. §645 Iran Contracting Act of 2010
    g. §653 Consultant's Use of Criminal History for Consideration of

Employment Applications

2. Specifically prohibit assignment or transfer of interest without prior written approval by the City.

3. Specifically provide proof, when applicable, of the appropriate permits and/or business licenses.

C. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City prior to payment.

§634 Amendments

Either party may request an amendment to this Agreement. Amendments to this Agreement must be mutually agreed in writing and properly executed by both the City and the CONSULTANT.

§635 Waivers

A. Waivers of any provision of this Agreement must be in writing and signed by the appropriate authorities of the City or the CONSULTANT.

B. A waiver of a default of any part, term or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

§636 Complete Agreement

This Agreement and the exhibits incorporated herein by reference contain the full and complete agreement between the two parties. No verbal Agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§637 Number of Originals and Exhibits and Counterparts

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be and original, but all of which together shall constitute one and the same instrument.

§638 Severability

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby,

and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

§639 Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Agreement, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the CONSULTANT shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONSULTANT and Subcontractor, and without any fault or negligence of either of them. In such case, the CONSULTANT shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONSULTANT to perform timely. As used in this Agreement, the term "Subcontractor" means a subcontractor at any tier.

In the event the CONSULTANT's delay or failure to perform arises out of a Force Majeure Event, the CONSULTANT agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

§640 Child Support Assignment Orders

The CONSULTANT shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the CONSULTANT shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the CONSULTANT to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the CONSULTANT to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONSULTANT under this Agreement. Failure of the CONSULTANT or principal owner to cure the default within 90 days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§641 Living Wage Ordinance

The CONSULTANT shall comply with the Living Wage Ordinance, LAAC Section 10.37

et seq., as amended from time to time. The CONSULTANT further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§642 Worker Retention Ordinance

CONSULTANT shall comply with the Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Agreement must include an identical provision.

§643 Access and Accommodations

The CONSULTANT represents and certifies that:

A. The CONSULTANT shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. The CONSULTANT shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The CONSULTANT shall provide reasonable accommodation upon request to ensure equal access to City-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Agreement are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONSULTANT understands that the City is relying upon these certifications and representations as a condition to funding this Agreement. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§644 Contractor Responsibility Ordinance

The CONSULTANT shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

§645 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the City for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

§646 Warranty and Responsibility of Consultant

The CONSULTANT warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONSULTANT's or its subcontractors' profession, doing the same or similar work under the same or similar circumstances.

§647 Slavery Disclosure Ordinance

The CONSULTANT shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by the CONSULTANT for work to be performed under this Agreement must include an identical provision.

§648 Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Agreement is valued at $100,000 or more and requires approval by an elected City office, the CONSULTANT, CONSULTANT's principals defined in LAMC 49.7.35, and CONSULTANT's Subcontractors expected to receive at least $100,000 for performance under the Agreement, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the City to terminate this Agreement and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected City officials or candidates for elected City office for twelve months after this Agreement is signed. Additionally, a CONSULTANT subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONSULTANT subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Agreement:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office

for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the CONSULTANT and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

§649 Limitation of City's Obligation to Make Payment to Consultant

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the CONSULTANT unless the City has received State or LA Metro funds from equal to or in excess of its obligation to make any payments as provided in this Agreement. The CONSULTANT agrees that any services provided by the CONSULTANT, purchases made by the CONSULTANT or expenses incurred by the CONSULTANT in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The CONSULTANT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

§650 Compliance with Identity Theft Laws and Payment Card Data Security Standards

The CONSULTANT shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. The CONSULTANT also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONSULTANT shall verify proper truncation of receipts in compliance with FACTA.

§651 Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONSULTANT shall comply with California Public Resources Code

Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the City. The CONSULTANT is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the CONSULTANT working on premises to pass a fingerprint and background check through the California Department of Justice at the CONSULTANT's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§652 Possessory Interests Tax

Rights granted to the CONSULTANT by the City may create a possessory interest. The CONSULTANT agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONSULTANT shall pay the property tax. The CONSULTANT acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§653 City Contractors' Use of Criminal History for Consideration of Employment Applications

CONSULTANT shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

§654 Disclosure of Border Wall Contracting Ordinance

CONSULTANT shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Agreement at any time if City determines that CONSULTANT failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

§655 Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance

Not Used.

§656 First Source Hiring Ordinance

CONSULTANT shall comply with the First Source Hiring Ordinance, Los Angeles Administrative Code Section 10.44 et seq., as amended from time to time. Any subcontract entered into by CONSULTANT for work to be performed under this Agreement must include an identical provision.

§657 Best Terms

Throughout the term of this Agreement, Consultant, shall offer CITY the best terms, prices, and discounts that are offered to any of Consultant's customers for similar goods and services provided under this Contract.

§658 Contractor Data Reporting

If Consultant is a for-profit, privately owned business, Consultant shall, within 30 days of the effective date of the Agreement and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Agreement), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Consultant's and any subconsultant's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Consultant shall further request, on an annual basis, that any subconsultant input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

[Signature page follows.]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Ted Allen
City Engineer

Date: _____

By: _____
Aura Garcia
President, Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
DANIEL KREINBRING
Deputy City Attorney

Date: _____

DESTINATION CRENSHAW

By: _____
Jason W. Foster
Destination Crenshaw

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number _____

- Internal Revenue Service Taxpayer Identification Number _____

- Agreement Number C-134516

Second Amended and Restated Contract C-134516
Revised Exhibit F (June 25, 2024)

Phase	Expense	Cost	Source of Fund	Scope of Work	Deliverables	Previous Payments *	Advance #3	Advance #4	Advance #5	Advance #6	Advance #7	Upon Completion	Notes
Pre-Construction	Permits & Will Design Fees	$ 1,500,000	City-2019	- Architectural design - Art curation - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, survey, traffic study progress	$ 1,350,000						$ 150,000	8% held until completion
Construction	Construction Cost	$ 1,000,000	City - 2021	Utilities Infrastructure			$ 920,000					$ 80,000	8% held until completion
Construction	Construction Cost	$ 5,957,979	City - 2023 - CTIEP (Municipal Facilities) Municipal Facilities Projects	Construction of Sankofa Park per approved plans	- Sankofa Park Construction					$ 5,957,979			
Construction	Construction Cost	$ 3,714,776	City - 2023 - CTIEP (Physical Plant) Street Projects	Construction of K-Line Pedestrian Linkage per approved plans	- Sankofa Park and Tunnel Lid Construction					$ 3,714,776			
Construction	Construction Cost	$ 1,639,147	City - 2023 - Council Community Projects	Construction of Crenshaw Blvd. Tunnel Lid per approved plans	- Tunnel Lid Construction					$ 1,639,147			
Construction	Construction Cost	$ 477,314	City - 2023 - Citywide/Regional Arts, Support & Community Cultural Programs	Construction of the Crenshaw Wall consolidation and public art restoration per approved plans	- Crenshaw Wall Restoration Construction							$ 477,314	
Construction	Construction Cost	$ 1,170,784	City - 2023 - CTIEP (Municipal Facilities) Municipal Facilities Projects	Purchase and installation of Sidewalk Pavers and Landscaping per approved plans	- Streetscape Construction - Sidewalk Pavers Purchase and Installation							$ 1,170,784	Can be released with approved expenditures
Pre-Construction	Permits & Will Design Fees	$ 135,790	State - 2019	- Architectural - Structural engineering - Civil engineering - Landscape design - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, art curation	$ 124,959						$ 10,831	8% held until completion
Pre-Construction	Owner's Representative Fees	$ 72,900	State - 2019	Services for July 2019 - Oct 2019	Monthly activity reports	$ 70,748						$ 5,152	8% held until completion
Pre-Construction	PCL Construction Fees - Testing, Mapping, Mobilization	$ 95,000	State - 2019	Services for Sept 2019 - Oct 2019	Materials testing, Underground Utility mapping, and field office set-up	$ 87,400						$ 7,600	8% held until completion
Pre-Construction	Artist Fees	$ 1,569,175	State - 2019	20% of first 10 permanent art commissions total budget	Signed contracts from artists	$ 1,279,731	$ 164,910					$ 125,534	8% held until completion
Construction	P&W Anticipated Design Fees	$ 150,000	State - 2019	- Architectural design - Structural engineering - Civil engineering - Landscape design - Exhibition design	Retell drawing set progress	$ 127,536	$ 11,292					$ 12,072	8% held until completion
Construction	Paver and Landscape Installation	$ 2,499,618	State - 2019	Installation of Sidewalk Pavers and Landscaping per approved plans	Completion of Paver Testing, Paver and Landscaping installation	$ 1,642,466	$ 1,385,000	$ 1,596,834	$ 778,367			$ 181,143	Retention held until completion
Construction	Owner's Representative Fees	$ 217,476	State - 2019	Coordination meetings and communication with design team, contractor, and artists	Monthly activity reports	$ 36,492	$ 52,035	$ 52,035	$ 52,035			$ 16,918	8% held until completion
Construction	P&W Anticipated Construction Administration Fee	$ 830,000	State - 2019	Respond to requests for information, provide additional drawings / specifications, review construction progress, and art curation / refinement	Document intervention sent in reply to contractor's requests, art refinement updates, attend site meetings	$ 168,339	$ 187,760	$ 305,501	$ 152,000			$ 66,400	8% held until completion
Construction	Outreach, Engagement, Comms	$ 1,150,000	State - 2019	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activities	$ 670,467	$ 127,000	$ 181,000	$ 89,533			$ 92,000	8% held until completion
Construction	Construction Costs	$ 2,746,850	State - 2022	Sankofa Park – General Conditions & Construction Management	Sankofa Park Construction			$ 2,527,102				$ 219,748	*Retention held until completion
Construction	Public Art Commissions	$ 2,672,711	State - 2022	Design, fabrication, site prep activities, and commission installation	Installed art work			$ 1,500,000	$ 1,147,494			$ 230,217	8% held until completion
Construction	Exhibition & Design/Wayfinding	$ 679,851	State - 2022	Design, fabrication, stakeholder engagement, and exhibition installation	Installed exhibition information and wayfinding signage			$ 320,000	$ 305,463			$ 54,388	*Retention held until completion
Construction	Owner's Representative Fees	$ 69,210	State - 2022	Coordination meetings and communication with design team, contractors, and artists	Monthly activity reports			$ 32,000	$ 31,573			$ 5,637	*Retention held until completion
Construction	Outreach, Engagement, Comms	$ 126,378	State - 2022	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activities			$ 40,000	$ 56,268			$ 10,110	8% held until completion
Construction	Construction Costs	$ 397,000	ARRA	54th Street East Parking Lot Construction	Parking Lot construction at 54th Street East				$ 282,440			$ 24,560	8% held until completion
Pre-Construction	Sankofa Park Design Fees	$ 300,000	LA Metro	- Architectural design - Structural engineering - Civil engineering - Landscape design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, presentations, approval/permit process management	$ 276,000						$ 24,000	8% held until completion
Construction	Sankofa Park	$ 14,200,000	LA Metro	Construction of Sankofa Park per approved plans	Completion of Sankofa Park to include the viewing platform, lighting, glaze, seating, utilities, hardscaping, irrigation, security, signage Q4 2021 – storm drain construction Q1-Q3 2022 – utilities, footings, retaining walls, and piles Q3-Q3 2022 – concrete columns and slabs Q4 2022 – concrete stairs	$ 3,724,660	$ 3,519,229	$ 3,820,130	$ 2,000,000			$ 1,136,000	8% held until completion
Pre-Construction	Analysis and Planning Costs	$ 100,000	City 2024- BSL (CPUC Local Agency Technical Assistance Grant from State Awarded in November 2022)	analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within the communities adjacent to the Crenshaw Boulevard Corridor District. Work to be completed by Destination Crenshaw subcontractor HR&A	HR&A deliverables and expenditures approved by BSL						$ 125,000	$ 25,000	10% held until completion
Construction	Construction	$ 500,000	City 2024- LADOT	construction of new traffic signals and crosswalks at Southbound Crenshaw Boulevard and Brynhurst Avenue, Northbound Crenshaw Boulevard to Sankofa Park, and Leimert Boulevard to Sankofa Park	allocation can be released after LACMTA approves reimbursement to the city						$ 460,000	$ 40,000	8% held until completion
Construction	Construction – Traffic Control / TCTMC	$ 2,600,000	City 2024 - ABT290	Funding is for additional K-rail, fencing, traffic control plan consulting, traffic control implementation and additional traffic control related costs associated with the Major Transit And Transportation Construction Traffic Management Committee	Reimbursement for previous expenses incurred						$ 1,840,000	$ 160,000	8% held until completion
	Total Funding Available	$ 49,175,650				$ 9,526,316	$ 6,359,917	$ 10,287,202	$ 4,935,679	$ 11,561,902	$ 3,425,000	$ 4,299,345	

Funding Breakdown:

LA Metro	$ 14,500,000
State - 2019	$ 9,714,000
State - 2022	$ 6,500,000
City of Los Angeles	$ 1,500,000
City of Los Angeles - 2021	$ 1,000,000
ARRA Funding	$ 397,000
City of Los Angeles-2023	$ 13,600,000
City of Los Angeles- 2024	$ 2,560,000
Total Funding	$ 49,175,650

*Previous Payments:

December 2019	$ 3,864,398.00
April 2021	$ 1,401,914.00
September 2021	$ 3,754,454.00
Total Payments	$ 9,526,316.00

BPW-2024-0395

TO CITY CLERK FOR PLACEMENT ON NEXT REGULAR COUNCIL AGENDA TO BE POSTED #52

MOTION

I MOVE that $2,000,000 be transferred / appropriated from AB1290 Fund No. 53P, Account No. 281208 (CD 8 Redevelopment Projects – Services) to Engineering Special Services Fund No. 682-50, new account entitled "Destination Crenshaw – AB1290" for the Destination Crenshaw Project in Council District 8.

I FURTHER MOVE that the Bureau of Engineering be authorized to make any corrections, clarifications or revisions to the above fund transfer instructions including any new instructions, in order to effectuate the intent of this Motion, and including any corrections and changes to fund or account numbers; said corrections / clarifications / changes may be made orally, electronically or by any other means.

I FURTHER MOVE that the Bureau of Engineering be instructed and authorized to prepare, process and execute the necessary documents with and/or payments to Destination Crenshaw, or any other agency or organization, as appropriate, utilizing the above amount, for the above purpose, subject to the approval of the City Attorney as to form.

PRESENTED BY: _____
MARQUEECE HARRIS-DAWSON
Councilmember, 8th District

SECONDED BY: _____

ORIGINAL

sl

PK

MAY 29 2024

TRANSMITTAL NO. 2

DESTINATION CRENSHAW

FROM: Jason Foster, Destination Crenshaw

TO: City of Los Angeles, Bureau of Engineering

CC: Russ McDaniel, Destination Crenshaw Owner's Representative

DATE: May 22, 2024

RE: AB1290 - Justification of funds allocation

Destination Crenshaw is requesting that the Bureau of Engineering provide additional funding in the amount of $2,000,000 per the guidelines stipulated under Council District AB1290. We believe this is consistent with the objectives and include projects beautifying the city, serving the needs of the community, and bettering the lives of CD8 residents and all Angelenos.

Our request is based on the direct project costs that have arisen in many areas, not limited to the following:

- Requirement for construction on and near Crenshaw Boulevard to be overseen by the Major Transit And Transportation Construction Traffic Management Committee (TCTMC). This distinction requires additional levels of scrutiny and planning, resulting in complex road closure plans (above and beyond similar project types), systems, and staffing personnel. Additional time is required to prepare plans for the committee and work through the approval process that takes many months of coordination and expense.
- Costs associated with TCTMC have direct project costs of $2,214,345.95 and fees of $1,945,131.
    - Extensive use of K-Rail, fencing, and required labor - $795,506.
    - Traffic control design consulting - $50,000.
    - Traffic control Implementation work crews and equipment - $1,368,839.95
    - TCTMC Traffic Management fees actual & estimate - $1,945,131.

As identified above, Destination Crenshaw requests an acceptance of payment allocation for the following areas: K-Rail and fencing, Traffic control plans and implementation, and Traffic Management fees.

We're happy to schedule a meeting with you if you require more information or details. Feel free to reach out to me with any questions/comments that arise.

Jason Foster
President & COO
Destination Crenshaw

Phase	Expense	Cost	Source of Fund	Scope of Work	Deliverables	Previous Payments *	Advance #5	Advance #6	Advance #5	Advance #6	Advance #7	Upon Completion	Notes
Pre-Construction	Perkins & Will Design Fees	$ 1,500,000	City-2018	- Architectural design - Art curation - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, survey, traffic study progress	$ 1,380,000						$ 120,000	8% held until completion
Construction	Construction Cost	$ 1,000,000	City - 2021	Cultural Infrastructure			$ 920,000					$ 80,000	8% held until completion
Construction	Construction Cost	$ 8,997,979	City - 2023 - GTRP (Municipal Facilities) Municipal Facilities Projects	Construction of Sankofa Park per approved plans	- Sankofa Park Construction					$ 8,997,979			
Construction	Construction Cost	$ 3,714,776	City - 2023 - GTRP (Physical Plant) Street Projects	Construction of K-Line Pedestrian Linkage per approved plans	- Sankofa Park and Tunnel Ltd Construction					$ 3,714,776			
Construction	Construction Cost	$ 1,638,147	City - 2023 - Council Community Projects	Construction of Crenshaw Blvd, Tunnel Ltd per approved plans	- Tunnel Ltd Construction					$ 1,638,147			
Construction	Construction Cost	$ 477,314	City - 2023 - Citywide/Regional Arts Support & Community Cultural Programs	Construction of the Crenshaw Wall construction and public art restoration per approved plans	- Crenshaw Wall Restoration Construction							$ 477,314	
Construction	Construction Cost	$ 1,170,794	City - 2023 - GTRP (Municipal Facilities) Municipal Facilities Projects	Purchase and installation of Sidewalk Pavers and Landscaping per approved plans.	- Streetscape Construction - Sidewalk Pavers Purchase and Installation							$ 1,170,794	Can be released with approved expenditures
Pre-Construction	Perkins & Will Design Fees	$ 136,590	State - 2018	- Architectural - Structural engineering - Civil engineering - Landscape design - Exhibition design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, art curation	$ 124,559						$ 10,831	8% held until completion
Pre-Construction	Owner's Representative Fees	$ 76,000	State - 2018	Services for July 2018 - Oct 2018	Monthly activity reports	$ 70,748						$ 5,152	8% held until completion
Pre-Construction	HCL Construction Fees - Testing, Mapping, Mobilization	$ 85,000	State - 2018	Services for Sept 2018 - Dec 2018	Materials testing, underground utility mapping, and field office set-up	$ 87,400						$ 7,665	8% held until completion
Pre-Construction	Artist Fees	$ 1,569,176	State - 2018	29% of first 10 permanent art commissions total budget	Signed contracts from artists	$ 1,279,731	$ 164,910					$ 125,534	8% held until completion
Construction	P&W Anticipated Design Fees	$ 150,000	State - 2018	- Architectural design - Structural engineering - Civil engineering - Landscape design - Exhibition design	Permit drawing set progress	$ 127,534	$ 11,282					$ 12,072	8% held until completion
Construction	Paver and Landscape Installation	$ 5,488,818	State - 2018	Installation of Sidewalk Pavers and Landscaping per approved plans	Completion of Paver Testing, Paver and Landscaping Installation	$ 1,642,466	$ 1,388,000	$ 1,609,534	$ 776,967			$ 161,143	Retention held until completion
Construction	Owner's Representative Fees	$ 213,475	State - 2018	Coordination meetings and communication with design team, contractor, and artists	Monthly activity reports	$ 36,452	$ 52,035	$ 52,035	$ 52,035			$ 10,918	8% held until completion
Construction	P&W Anticipated Construction Administration Fee	$ 830,000	State - 2018	Respond to requests for information, provide additional drawings / specifications, review construction progress, and art curation / placement	Document information sent in reply to contractor's requests, art placement updates, attend site meetings	$ 108,339	$ 167,260	$ 305,561	$ 183,000			$ 66,400	8% held until completion
Construction	Outreach, Engagement, Comms	$ 1,150,000	State - 2018	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activities	$ 670,667	$ 127,000	$ 161,606	$ 90,833			$ 92,000	8% held until completion
Construction	Construction Costs	$ 2,745,855	State - 2022	Sankofa Park – General Conditions & Construction Management	Sankofa Park Construction			$ 2,527,187				$ 218,748	* Retention held until completion
Construction	Public Art Commissions	$ 2,877,731	State - 2022	Design, fabrication, site prep activities, and commission installation	Installed art work			$ 1,500,000	$ 1,147,494			$ 230,217	8% held until completion
Construction	Exhibition & Design/Wayfinding	$ 670,851	State - 2022	Design, fabrication, stakeholder engagement, and exhibition installation	Installed exhibition information and wayfinding signage			$ 320,000	$ 308,463			$ 54,388	* Retention held until completion
Construction	Owner's Representative Fees	$ 88,210	State - 2022	Coordination meetings and communication with design team, contractors, and artists	Monthly activity reports			$ 32,000	$ 31,673			$ 5,537	* Retention held until completion
Construction	Outreach, Engagement, Comms	$ 126,378	State - 2022	Regular and frequent activities to engage residents including but not limited to formal and informal surveys, community outreach, live events and fairs, public relations / communications regarding the project	Written and/or photo documentation of all activities			$ 90,000	$ 95,268			$ 10,110	8% held until completion
Construction	Construction Costs	$ 357,000	ARRA	54th Street East Parking Lot Construction	Parking Lot construction at 54th Street East				$ 282,440			$ 24,560	8% held until completion
Pre-Construction	Sankofa Park Design Fees	$ 300,000	LA Metro	- Architectural design - Structural engineering - Civil engineering - Landscape design	Construction documents progress, meeting attendance, project coordination, lighting and electrical design, presentations, approval/permit process management	$ 276,000						$ 24,000	8% held until completion
Construction	Sankofa Park	$ 14,200,000	LA Metro	Construction of Sankofa Park per approved plans	Completion of Sankofa Park to include the viewing platform, lighting, plaza, seating, utilities, landscaping, irrigation, security, signage Q4 2021 - storm drain construction Q1-Q2 2022 - utilities, footings, retaining walls, and piles Q2-Q3 2022 - concrete columns and slabs Q4 2022 - concrete stairs	$ 3,724,000	$ 3,519,720	$ 3,830,130	$ 3,000,000			$ 1,126,000	8% held until completion
Pre-Construction	Analysis and Planning Costs	$ 150,000	City 2024- BSL (CPIA) Local Agency Technical Assistance Grant from Stefa Awarded in November 2022)	analysis of existing internet connectivity infrastructure and planning activities for new broadband infrastructure within the communities adjacent to the Crenshaw Boulevard Corridor District. Work to be completed by Destination Crenshaw subcontractor HR&A	HR&A deliverables and expenditures approved by BSL						$ 125,000	$ 25,000	16% held until completion
Construction	Construction	$ 500,000	City 2024- LADOT	construction of new traffic signals and crosswalks at Eastbound Crenshaw Boulevard and Brynhurst Avenue, Northbound Crenshaw Boulevard to Sankofa Park and Leimert Boulevard to Sankofa Park,	retention can be released after LACMTA approves reimbursement to the city						$ 460,000	$ 40,000	8% held until completion
Construction	Construction – Traffic Control / TCTMC	$ 2,000,000	City 2024 - AB1290	Funding is for additional Kweli funding traffic control plan consulting traffic control implementation and additional traffic control related costs associated with the Major Transit And Transportation Construction Traffic Management Committee	Reimbursement for previous expenses incurred						$ 1,840,000	$ 160,000	8% held until completion
	Total Funding Available	$ 48,175,656				$ 9,589,656	$ 8,859,537	$ 10,897,852	$ 6,970,879	$ 11,351,902	$ 2,425,000	$ 2,929,906	

Funding Breakdown:

LA Metro	$ 14,500,000
State - 2018	$ 9,718,656
State - 2022	$ 6,800,000
City of Los Angeles	$ 1,500,000
City of Los Angeles - 2021	$ 1,000,000
ARRA Funding	$ 207,000
City of Los Angeles-2023	$ 13,000,000
City of Los Angeles- 2024	$ 2,450,000
Total Funding	$ 49,175,656

Contract Balance	$ 6,795,369

*** Previous Payments:**

December 2018	$ 3,840,600.00
April 2021	$ 1,823,888.00
September 2021	$ 3,724,660.00
May 2022	$ 2,765,331.87
September 2022	$ 2,053,607.59
January 2023	$ 7,787,082.41
August 2023	$ 1,867,256.23
August 2023	$ 775,000.00
September 2023	$ 1,912,580.77
September 2023	$ 1,244,209.60
November 2023	$ 1,778,612.45
December 2023	$ 11,351,982.09
Total Payments:	$ 40,376,581.10

AB1290	$ 1,237,169

California Public Utilities Commission
Local Agency Technical Assistance Program

CONSENT FORM

Acknowledgement and Acceptance of Terms

Applicant Name: City of Los Angeles - Bureau of Street Lighting (LA-BSL)

Key Project Contact: Dan Caroselli

The Grantee identified above acknowledges receipt of the California Public Utilities Commission Resolution T-_____ or Award Letter Dated 11/23/22 and agrees to comply with all grant terms, conditions, and requirements set forth in the Resolution or Approval Letter including those in the Local Agency Technical Assistance Rules.

Undersigned representative of LA-BSL [Name of Grantee] is duly authorized to execute this Consent Form on behalf of the Grantee and to bind the Grantee to the terms, conditions, and requirements set forth in California Public Utilities Commission Resolution T-_____ or Award Letter.

Dated this 15 day of December, 20 22.

Signature of Local Agency/Tribe: Miguel Sangalang

Title Executive Director and General Manager, Bureau of Street Lighting

Printed Name Miguel Sangalang

Organization or Name of Local Agency or Tribe:

City of Los Angeles - Bureau of Street Lighting

Business Address (include street address, suite/apt. number, city, state, and ZIP Code):

Telephone Number: 1149 South Broadway, Ste 200, Los Angeles, CA 90015

Email Address: miguel.sangalang@lacity.org

PUBLIC UTILITIES COMMISSION
STATE OF CALIFORNIA
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

November 23, 2022

Dan Caroselli,
dan.caroselli@lacity.org
City of Los Angeles, Bureau of Steet Lightening

Dear Dan Caroselli,

Congratulations! The California Public Utilities Commission is pleased to inform you that the City of Los Angeles-Bureau of Street Lighting (LA-BSL) application for Local Agency Technical Assistance grant funding for LA-BSL Destination Crenshaw – Digital Equity Zone project in the amount of up to $150,000.00 has been approved.

Pursuant to Decision (D.) 22-02-026, Staff is authorized to approve applications that meet all the criteria for Ministerial Review. Your application was received on September 1, 2022 and was posted on the CPUC's Local Agency Technical Assistance webpage. Staff reviewed your application and determined that your application is eligible for a grant and meets eligibility criteria for Ministerial Review.

The award is predicated on the LA-BSL's agreement to provide technical assistance as detailed in its application. In its application, the LA-BSL agreed to comply with the specified Ministerial Review criteria as well as to fulfill all requirements, guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026 including but not limited to execution and performance, payment, reporting and award acceptance requirements listed in Attachments 1 and 2 of this letter. Please sign and submit the following: 1. A Consent Form binding your organization to the terms of the grant and 2. A State of California Government Agency Tax Payer ID Form for tax reporting purposes. **You must submit these documents within 30 days of the date of this letter. If you do not, this award is void.**

Thank you for your application and please direct any questions to **Brewster Fong** (Brewster.Fong@cpuc.ca.gov). and/or refer to the Grantee Administrative Manual, available at https://bit.ly/CPUCLATA.

We appreciate your efforts to provide service to our fellow Californians.

Sincerely,

Robert Osborn
Director
Communications Division

ATTACHMENT 1

Requirements

The grant award is predicated on the LA-BSL's agreement to provide technical assistance as detailed in its application. In its application, the LA-BSL agreed and attested to comply with the specified Ministerial Review criteria as well as fulfilling all requirements guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026, including but not limited to execution and performance, payment, reporting and award acceptance requirements. Key requirements of Local Agency Technical grant include, among others:

- All costs are related to the development of broadband network deployment projects to benefit unserved or underserved Californians. These projects may include, but are not limited to, the costs of joint powers authority formation, environmental studies, network design, and engineering study expenses.
- Grant may not exceed $500,000 per local agency, per fiscal year
- A signed affidavit agreeing to comply with the terms, conditions and requirements of the grant and submits to the jurisdiction of the Commission with respect to the disbursement and administration of the grant as well as applicable state and federal rules concerning broadband services.
- Grantee must sign a Consent Form agreeing to the terms stated in the award letter as well as all Local Agency Technical Assistance Rules and Requirements, Guidelines and Application Materials in D.22-06-026.
- Grantee must complete the reimbursable work product within 24 months.
- Grantee must provide Staff a copy of the final reimbursable work product.

Reporting

The grant award is contingent upon fulfilling the reporting requirements per D.22-06-026, Attachment 1. SB 156 requires grantees to fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if they are using a licensed contractor or subcontractor* to undertake a contract or subcontract in excess of twenty-five thousand dollars ($25,000). The Commission is required to post that information on its website. Specifically, SB 156 requires the following to be reported to the Commission on a monthly basis:

- The name and contractor's license number of each licensed contractor and subcontractor undertaking a contract or subcontract in excess of twenty-five thousand dollars ($25,000) to perform work on a project funded or financed pursuant to this section.
- The location where a contractor or subcontractor described in subparagraph (A) will be performing that work.
- The anticipated dates when that work will be performed.

*Licensed contractor or subcontractor means any contractor that holds a California state license through the contractor's state license board (https://www.cslb.ca.gov/).

Post-completion

Upon completion of the reimbursable work product and before final payment, Grantees must:

- Provide a signed completion form stating the technical assistance work has been completed suitable to be posted on the Commission's webpage. The signed completion form must be provided prior to final payment and must include a short summary of the reimbursable work product(s) performed under the contract, including demonstration that the reimbursable work product(s) identify broadband infrastructure deployment projects that will help achieve the

CASF deployment goal, and identification of the area(s) where the applicant intends to deploy broadband based on the reimbursable work product(s).

- Provide a copy of each reimbursable work product's final report(s), plans, studies, etc. produced under the contract.

Payment

Payment will be made directly to the local agency as the grant recipient. Local agency grantees may request partial reimbursement if they complete one or more of the approved reimbursable work products prior to completion of other reimbursable work products approved in the same grant authorization. Payment will be based upon receipt and approval of an invoice(s) submitted by the local agency showing the expenditures incurred for the reimbursable work product, along with the reimbursable work product final report/study/joint powers agreement, etc., and the completion reporting required above. The invoice(s) must be supported by documentation including but not limited to the actual cost of labor and any other expense that will be recovered by the grant.

To the extent that any portion of an award was used to reimburse a local agency for administrative costs associated with securing or completing a reimbursable work product, the local agency must submit an itemized accounting of such costs, demonstrating the total requested for reimbursement does not exceed 15 percent of the total authorized award. If any portion of reimbursement is found to be out of compliance, grantees will be responsible for refunding any disallowed amount along with appropriate interest rates determined in accordance with applicable Commission decisions. Grantees are required to maintain records such as files, invoices, and other related documentation for five years after final payment. Grantees shall make these records and invoices available to the Commission upon request and agree that these records are subject to a financial audit by the Commission at any time within five years after the final payment made to a grantee.

Execution and Performance

The LA-BSL must complete the project within the 24-month timeframe in accordance with the terms of approval granted by the Commission. If the Grantee is unable to complete project within the 24-month timeframe, it must notify the Commission or Director of Communications Division as soon as it becomes aware of this prospect. The Commission may reduce or withhold payment for failure to satisfy this requirement. In the event that the Grantee or contractor fails to complete the work in accordance with the approval granted by the Commission, and as described in its application and contract, the Grantee must reimburse some or all of the funds it has received.

The LA-BSL must sign and submit the linked Consent Form agreeing to the terms of the award **within 30 calendar days from the date of this letter**. Failure to submit the Consent Form within the timeframe required, the CPUC will deem the grant or award null and void.

The LA-BSL must communicate in writing to the Communications Division's Director regarding any changes to the substantive terms and conditions underlying the Commission's approval of the grant (such as changes to a reimbursable work product contract, work plan or budget) at least 30 days before the anticipated. Substantive changes may require approval by either the Communications Division Director or by Commission Resolution before becoming effective.

The Commission has the right to conduct any necessary audit, verification, and discovery for work proposed or completed under the technical assistance to ensure that funds are spent in accordance with Commission rules and with the terms of approval by the Commission.

Attachment 2

Local Agency Broadband Technical Assistance
Reporting Requirements and Guidelines
Version October 2022

The Local Agency Technical Assistance program provides grants for eligible pre-construction work which facilitates the construction of broadband network projects. When the California Public Utilities Commission (CPUC) established the technical assistance grant program, the program was funded with American Rescue Plan Act monies administered by the U.S. Treasury. The source of technical assistance funding has changed. This guidance outlines grantee reporting.

The Commission issued Decision (D.) 22-02-026 establishing program requirements for the Local Agency Technical Assistance Grant Program.

Grantees must file **quarterly** progress reports to the Commission with the below information.

Narrative Project Information

1.1 The counties, cities and census designated places where households, businesses, and community anchor institutions are planned to be served by the broadband project.
1.2 Confirmation that the technical assistance is designed to support projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
1.3 Statement of intention about the pricing plans for projects that the technical assistance will support, such as offering of affordable plan or low-income plan subsidized with other funding (ACP).
1.4 Information on broadband need in the project area.
1.5 Statement describing the community benefits of broadband technical assistance.

Detailed Project Information

2.1 Individual work products granted by the program.
o Dollars/hours expended per task/work product.
2.2 Estimated construction start date (month/year).
2.3 Estimated construction completion date (month/year).
2.4 Estimated initiation of operations date (month/year).
2.5 Planned project technology type(s):
o Fiber
o Coaxial Cable
o Terrestrial Fixed Wireless
o Other (specify)
2.6 Estimated total miles of fiber to be deployed.
2.7 Planned number of locations to be served, broken out by type:
o Residential locations
o Business connections
o Community anchor institutions
2.8 Planned non-promotional prices including associated fees, speed tiers, and data allowance for each speed tier.
2.9 Other data on broadband need, by location.

Submission

To assist grantees with the filing of quarterly progress reports to the Commission, a sample of the reporting requirements is found in Attachment A of this document.

Planned project information listed in Attachment A should be submitted on a quarterly basis to the Commission's email at StatewideBroadband@cpuc.ca.gov. Grantees need to include in the email subject line:

1. Application Name

2. Project Name
3. The Reporting Quarter/Month

Updated quarterly project submissions are required to be sent by the due dates shown below. Grantees are responsible for contacting the Commission at StatewideBroadband@cpuc.ca.gov, if the information cannot be submitted on time.

Reporting Period	Project Information Due to CPUC
October 1 – December 31, 2022	January 2, 2023
January 1 – March 31, 2023	April 1, 2023
April 1 – June 30, 2023	July 1, 2023
July 1 – September 30, 2023	October 1, 2023
October 1 – December 31, 2023	January 2, 2024
January 1 – March 31, 2024	April 1, 2024
April 1 – June 30, 2024	July 1, 2024
July 1 – September 30, 2024	October 1, 2024
October 1 – December 31, 2024	January 2, 2025
January 1 – March 31, 2025	April 1, 2025
April 1 – June 30, 2025	July 1, 2025
July 1 – September 30, 2025	October 1, 2025
October 1 – December 31, 2025	January 2, 2026
January 1 – March 31, 2026	April 1, 2026
April 1 – June 30, 2026	July 1, 2026
July 1 – September 30, 2026	October 1, 2026
October 1 – December 31, 2026	February 1, 2027

Additional Information

Reporting requirements and guidelines are subject to change, and CPUC or the Commission may define additional requirements on CPUC's website.

These requirements, in spreadsheet format, are available at: https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/technical-assistance-reporting-requirements-oct-2022.pdf

HR&A Analyze. Advise. Act.

June 22, 2022

Jason Foster
Destination Crenshaw
sent via email to jason@destinationcrenshaw.la

Dear Mr. Foster,

HR&A is pleased to submit this draft scope of work to support Destination Crenshaw in its effort to design and deploy first-class fiber broadband infrastructure in the Crenshaw District. Destination Crenshaw's planned capital improvements present an ideal time to reimagine the neighborhood's digital infrastructure, and the State's Last-Mile Federal Funding Account offers a rare opportunity to jumpstart project implementation with public funds.

We believe HR&A can support your work in three ways:

1. **Developing a project plan.** Preparing a detailed analysis of the Crenshaw District's existing broadband infrastructure—identifying areas of greatest need and obstacles to internet access.
2. **Identifying the right partners.** Soliciting a private partner to design and construct an open-access fiber-network.
3. **Supporting grant applications.** Synthesizing project plans into a compelling grant applications for the Local Agency Technical Assistance grant and the Last Mile Federal Funding Account grant.

SCOPE OF WORK

Phase One: Developing a Project Plan

Task 1.1 Project Kickoff

Goal *Align on project objectives and workplan*

HR&A will facilitate a virtual kickoff meeting with Destination Crenshaw to define project objectives and set expectations for the project workplan. During the meeting we will:

- Confirm objectives, workplan, deliverables, and timeline for each phase of work;
- Receive a briefing on Destination Crenshaw's work to date, including history, project vision and goals, and existing operations;
- Confirm a process for regular team check-ins and discuss timing for a site visit.

HR&A will share an agenda ahead of the workshop to guide the discussion and follow the session with a data request.

Deliverable *Project kickoff workshop*

Timing *Week 1*

Task 1.2 Existing Infrastructure Analysis

Goal *Present a holistic understanding of existing broadband infrastructure in the Crenshaw District*

As part of the Last-Mile Funding Account Application, HR&A will compile quantitative and qualitative data to present a holistic analysis of existing broadband infrastructure within five miles of the Crenshaw District. Data will include:

- all existing commercial and residential ISPs and their current service offerings;
- available middle- and last-mile deployment infrastructure including open access dark- and lit-fiber, available cell towers, small cells, data centers, or fiber Points of Presence;

Existing infrastructure will be compiled into an interactive GIS map.

Deliverable *Existing broadband infrastructure GIS map and memo*

Timing *Weeks 2 - 5*

Task 1.3 Define Project Area

Goal *Present a compelling case for broadband needs in the Crenshaw District*

Building on data collected in Task 1.2, HR&A will develop the case for broadband investment in the Crenshaw District. Our work will start by defining the Project Area. According to the CPUC's Rulemaking, Last-Mile funds will be dedicated to the "priority areas" defined by the CPUC. However, applicants are invited to propose revisions to the CPUC's priority areas map—if they also provide a compelling case for broadband need.

Using the CPUC's published priority areas as a starting point, HR&A will analyze publicly available data sources—including the American Community Survey and crowdsourced speed test data—to determine if Destination Crenshaw should propose a revision to the CPUC's map boundaries. If Destination Crenshaw seeks a revision, HR&A could build a location-level GIS-database reporting broadband access (both residential and commercial) at each location in the revised boundary area. To gather location-level data we would:

- try to gain access to LAUSD's location-level broadband data collected throughout the pandemic.
- design a survey of residents and businesses in the revised boundary area for Destination Crenshaw to administer. The survey will assess current conditions, as they are experienced by community members, in access to broadband and quality of internet service—as well as access to devices, and software, digital skills, and technology utilization. HR&A would provide the survey instrument, and Destination Crenshaw would work to solicit responses throughout a four-week time period.

The level of effort required to compile the location-specific data requested by the CPUC could be significant; thus, we will only begin effort on this task following the publication of the CPUC's priority area map.

Once the Project Area has been defined by HR&A and approved by the Destination Crenshaw team, HR&A will aggregate additional data required in the CPUC grant application including maps of project boundary area, project location data, and median income data.

Deliverable *GIS Map of Project Area, Location Data, and Median Incomes; as necessary, HR&A will also provide a rationale for the priority area revision and data to support the revision request*

Timing *Weeks 2 - 9*

Phase Two: Identifying the Right Partners

Task 2.1 Partnership Strategy & Political Alignment Workshop

Goal *Determine strategies for partnership solicitation and political stakeholder briefings*

The Last-Mile Funding Account grant application requires a specific project plan that includes a detailed system-level design, deployment schedule, bill of materials, and five-year business plan. There are a variety of partnership models Destination Crenshaw could deploy to obtain a detailed project plan - each with their pros and cons. HR&A will facilitate a workshop to discuss each of these models with the Destination Crenshaw team, presenting relevant case studies and potential next steps. HR&A will also facilitate a discussion of the project's guiding principles and potential tradeoffs that will inform partner selection. In addition, HR&A will landscape the project's relevant political stakeholders and use this workshop to discuss how best to inform and leverage political leadership including—developing talking points, aligning roles and responsibilities, and identifying a project champion.

Deliverable *Partnership strategy and political alignment workshop*

Timing *Week 4*

Task 2.2 Partnership Solicitation

Goal *Identify a project implementation partner*

Following agreement on partnership strategy, HR&A will conduct a competitive solicitation of potential private partners which could include network engineering consultants, managed service providers, and/or internet service providers. HR&A will draft a Request for Proposal solicitation that reflects Destination Crenshaw's goals and proposed partnership terms and circulate that scope of work with qualified private partners. Following receipt of proposals, HR&A will draft an evaluation matrix to assist the Destination Crenshaw team in its evaluation process.

Deliverables *Final Request for Proposal and proposal evaluation matrix*

Timing *Weeks 4 - 16*

Phase Three: Support Grant Applications

Task 3.1 Local Agency Technical Assistance (LATA) Grant Support

Goal *Prepare supporting documents for the Local Agency Technical Assistance grant application*

At the project's onset, HR&A will partner with the California Community Foundation to prepare supporting documents for the LATA grant application to be filed by CCF. HR&A contributions will include:

- A project summary that includes: 1) confirmation that project will address disparities in access; 2) confirmation that project infrastructure that will deliver 100 Mbps symmetrical speeds; and 3) confirmation the project will be completed within 24 months
- Proposed contract with HR&A's scope of work, detailed cost estimate, and project timeline
- Description of reimbursable work product

Deliverable *Grant application support documents listed above*

Timing *Weeks 1 - 3*

Task 3.2 Last-Mile Federal Funding Account Grant Support

Goal *Prepare project plan components for the Last Mile Federal Account grant application*

HR&A will work with the selected private partner to develop the project design to directly respond to the grant application requirements, this will include:

- Drafting the Project Summary
- Soliciting letters of support from government agencies and community organizations
- Providing a description of the project's proposed funding and financing
- Vetting the proposed business plan

Deliverable *Completed project summary*

Timing *Weeks 16 - 20*

Task 3.3 Last-Mile Federal Funding Account Grant Coordination

Goal *Ensure timely submission of CPUC Last-Mile Federal Funding Account grant application*

HR&A will coordinate with all team members to compile all requirements for the Federal Funding Account grant application—listed in the table below. HR&A will review each component for completeness and accuracy, while ensuring the project is positioned for maximum potential of success. HR&A will also partner with California Community Foundation's grant writing team to ensure the application is submitted on time.

Overview of Last-Mile Federal Funding Account Application Requirements

Item #	Description	Task #	Lead
1	Project Summary	3.2	HR&A
2	Applicant Entity Information	n/a	Destination Crenshaw
3	Description of Current Broadband Infrastructure	1.2	HR&A
4	Project Location Data	1.3	HR&A
5	Median Income	1.3	HR&A
6	Project Eligibility	1.3	HR&A
7	Deployment Schedule	n/a	Partner
8	Proposed Project Expenditures	n/a	Partner
9	Economic Life of All Assets to be Funded	n/a	Partner
10	Letter of Credit Requirement	n/a	Destination Crenshaw
11	Pricing Commitment	n/a	Partner
12	Marketing/Outreach Plan	n/a	Partner
13	Government and Community Support	3.2	HR&A + Destination Crenshaw
14	Funding Sources	3.2	HR&A
15	Financial Qualifications	n/a	Destination Crenshaw
16	Project Viability	3.2	HR&A + Partner
17	Providing Voice Service	n/a	Partner
18	CEQA Attestation	n/a	Partner
19	Affidavit	n/a	Destination Crenshaw

Deliverables *Submitted grant application*

Timing *Weeks 16 - 20*

BUDGET & TIMELINE

We propose to complete the above scope of services for a fixed-fee of **$150,000** to be completed, over a period of **20 weeks**, depending on the amount of iteration necessary and the responsiveness of the client team, selected project partner, and other required team members. Throughout the project, we plan to meet biweekly with the core client team to discuss ongoing project progress and tee-up decision points. We request payment of $25,000 at project commencement, $50,000 following completion of Phase 1, $50,000 following completion of Phase 2, and the remaining $25,000 following the completion of Phase 3.

Sincerely,

Danny Fuchs,
Managing Partner
HR&A Advisors, Inc.

ACCEPTED FOR DESTINATION CRENSHAW

BY: Berlinda Fontenot-Jamerson
Berlinda Fontenot-Jamerson (Jul 11, 2022 21:02 PDT)
(signature)

NAME: Berlinda Fontenot-Jamerson

TITLE: Chair, Board of Directors

DATE: Jul 11, 2022

Destination Crenshaw - HR&A Proposal - Digital Equity

Final Audit Report 2022-07-12

Created:	2022-07-11
By:	Jason Foster (jason@destinationcrenshaw.la)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPZ9fNLBu1irHyw2wMI0CsWX40PRrJw6w

"Destination Crenshaw - HR&A Proposal - Digital Equity" History

Document created by Jason Foster (jason@destinationcrenshaw.la)
2022-07-11 - 11:55:30 PM GMT- IP address: 76.91.206.168

Document emailed to bjamerson@pacbell.net for signature
2022-07-11 - 11:56:34 PM GMT

Email sent to bjamerson@pacbell.net bounced and could not be delivered
2022-07-11 - 11:57:50 PM GMT

Email viewed by bjamerson@pacbell.net
2022-07-12 - 4:00:37 AM GMT- IP address: 76.176.177.97

Document e-signed by Berlinda Fontenot-Jamerson (bjamerson@pacbell.net)
Signature Date: 2022-07-12 - 4:02:36 AM GMT - Time Source: server- IP address: 76.176.177.97

Agreement completed.
2022-07-12 - 4:02:36 AM GMT

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 11/15/2023

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Transportation

CONTACT PERSON: Mark Caserma PHONE: (213) 972-5059

CONTRACT NO.: C-144583 COUNCIL FILE NO.:

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT X
AMENDED AND RESTATED ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT ___

CONTRACTOR NAME: Los Angeles County Metropolitan Transportation Authority

TERM OF CONTRACT: 2/1/2023 THROUGH: 6/30/2026

TOTAL AMOUNT: $500,000

PURPOSE OF CONTRACT:

Measure M Funding Agreement between Los Angeles County Metropolitan Transportation Authority (LACTMA) and the City of Los Angeles for the New Pedestrian Crossing at Crenshaw and Brynhurst LACTMA Project ID# MM4201.08, FTIP# LA9919187, and Subregion ID: Central City.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

MEASURE M FUNDING AGREEMENT
MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of March 1, 2023 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Los Angeles ("GRANTEE") for New Pedestrian Crossing at Spring and Ann, LACMTA Project ID# MM4201.02 and FTIP# LA9919198, (the "Project"). This Project is eligible for funding under Line 55 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Plans, Specifications and Estimates (PS&E) and Construction of the Project.

WHEREAS, the LACMTA Board, at its June 23, 2022 meeting, programmed $400,000, in Measure M Funds to GRANTEE for PS&E and Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: $80,000 in Measure M Funds in Fiscal Years (FY) 2022-23 and $320,000 in FY 2023-24. The total designated for PS&E and Construction of the New Pedestrian Crossing at Spring and Ann is $400,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Bond Requirements
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: for Tanya Pan Date: 11/7/2023
Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Date: 4/27/23
Deputy

GRANTEE:

CITY OF LOS ANGELES

By: Date: 11/3/2023
~~Connie Llanos~~ Laura Rubio-Cornejo
~~Interim~~ General Manager

APPROVED AS TO FORM:

By: Kevin Dufner for Michael Nagle Date: 10/20/23
Hydee Feldstein Soto
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): New Pedestrian Crossing at Spring and Ann – Plans, Specifications and Estimates (PS&E) and Construction of the Project. LACMTA Project ID# MM4201.02, FTIP# LA9919198.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of Measure M Funds.

2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of $400,000 (the "Funds") for the Project. LACMTA Board of Directors' action of June 23, 2022 granted the Measure M Funds for the Project. The Funds are programmed over two (2) years for Fiscal Years (FY) 2022-23 and FY 2023-24.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B** is the Expenditure Plan - Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at https://programmetro.ecointeractive.com/secure2/login.asp. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached

as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date, or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Kathy Park
LACMTA Project Manager
Mail Stop: 99-23-3
Phone: (213) 922-6167
Email: ParkK@metro.net

14. GRANTEE's Address:

City of Los Angeles
100 S. Main Street, 9th Floor
Los Angeles, CA 90012
Attention: Uy Tran
Transportation Engineer
Phone: (213) 972-5008
Email: uy.tran@lacity.org

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. GRANTEE shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# MM4201.02 and FA# 9200000000M420102
Kathy Park; Mail Stop 99-23-3

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his/her designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. GRANTEE shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an

invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to

cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service (IRS), as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within thirty (30) days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate; and

(iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and

(iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and

(v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(vi) Expending the Funds granted under this FA for allowable costs within **three (3) years or thirty-six (36) months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2025. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2026.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto

shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his/her designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M MSP - Active Transportation FLM and Mobility Hubs Program - Funding Agreement Projects - FA#: 9200000000M420102

Project Title: New Pedestrian Crossing at Spring and Ann Project ID#: MM4201.02

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS			$ 80,000	$ 320,000			$ 400,000	
SUM PROG LACMTA FUNDS	$ -	$ -	$ 80,000	$ 320,000	$ -	$ -	$ 400,000	100%
OTHER NON LACMTA FUNDING:								
LOCAL:							$ -	0%
STATE:							$ -	0%
FEDERAL:							$ -	0%
PRIVATE OR OTHER:							$ -	0%
SUM NON-LACMTA FUNDS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0
TOTAL PROJECT FUNDS	$ -	$ -	$ 80,000	$ 320,000	$ -	$ -	$ 400,000	100%

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Active Transportation FLM and Mobility Hubs Program - Funding Agreement Projects - FA#: 9200000000M420102
Project Title: New Pedestrian Crossing at Spring and Ann Project ID#: MM4201.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E	$20,000	$20,000	$20,000	$20,000					$80,000
Right-of-Way Acquisition									$0
Construction					$10,000	$10,000	$75,000	$75,000	$170,000
Vehicle Purchase									$0
Others									$0
Total Measure M	**$20,000**	**$20,000**	**$20,000**	**$20,000**	**$10,000**	**$10,000**	**$75,000**	**$75,000**	**$250,000**
SUM PROG LACMTA FUNDS:	$20,000	$20,000	$20,000	$20,000	$10,000	$10,000	$75,000	$75,000	$250,000
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total PRIVATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY2023-24 and FY2024-25	$20,000	$20,000	$20,000	$20,000	$10,000	$10,000	$75,000	$75,000	$250,000

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Active Transportation FLM and Mobility Hubs Program - Funding Agreement Projects - FA#: 9200000000M420102
Project Title: New Pedestrian Crossing at Spring and Ann Project ID#: MM4201.02

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction	$75,000	$75,000							$150,000
Vehicle Purchase									$0
Others									$0
Total MEASURE M	$75,000	$75,000	$0	$0	$0	$0	$0	$0	$150,000
SUM PROG LACMTA FUNDS:	$75,000	$75,000	$0	$0	$0	$0	$0	$0	$150,000
OTHER NON LACMTA FUNDING:									
LOCAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total LOCAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
STATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total STATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
FEDERAL: [INSERT SOURCE]									
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total FEDERAL	$0	$0	$0	$0	$0	$0	$0	$0	$0
PRIVATE: [INSERT SOURCE]									$0
Planning Activities/Prog Dev									$0
Environmental									$0
Design and PS&E									$0
Right-of-Way Acquisition									$0
Construction									$0
Vehicle Purchase									$0
Others									$0
Total PRIVATE	$0	$0	$0	$0	$0	$0	$0	$0	$0
SUM NON-LACMTA FUNDS :	$0	$0	$0	$0	$0	$0	$0	$0	$0
PROJECT FUNDING FY2025-26 and FY2026-27	$75,000	$75,000	$0	$0	$0	$0	$0	$0	$150,000
TOTAL LACMTA FUNDS	$95,000	$95,000	$20,000	$20,000	$10,000	$10,000	$75,000	$75,000	$400,000
TOTAL NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$95,000	$95,000	$20,000	$20,000	$10,000	$10,000	$75,000	$75,000	$400,000

ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME:

New Pedestrian Crossing at Spring and Ann

PROJECT LOCATION/LIMITS/AREA:

The project is located in the Central City subregion of the City of Los Angeles.
The project limit is within the intersection boundary of Spring St. and Ann St.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

The project will install a new crosswalk, curb ramps, and street lighting across North Spring St. along with a Pedestrian Hybrid Beacons (PHB) facing northbound and southbound traffic at the intersection of Spring St. and Ann St. in the Chinatown community. The project will facilitate access for people on foot from the Metro L (Gold) Line Chinatown Station (or bus lines) to the Chinatown community. To facilitate access to the Los Angeles State Historic Park, the California State Parks Department is in the process of coordinating with the City's Public Works Department for the design and construction of a curb ramp and pedestrian sidewalk from the west side of North Spring St. to the park entrance.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
PS&E	$80,000		$80,000
Construction Support	$40,000		$40,000
Construction Capital	$280,000		$280,000
TOTAL BUDGET COST	**$400,000**		**$400,000**

ESTIMATED PROJECT COSTS:

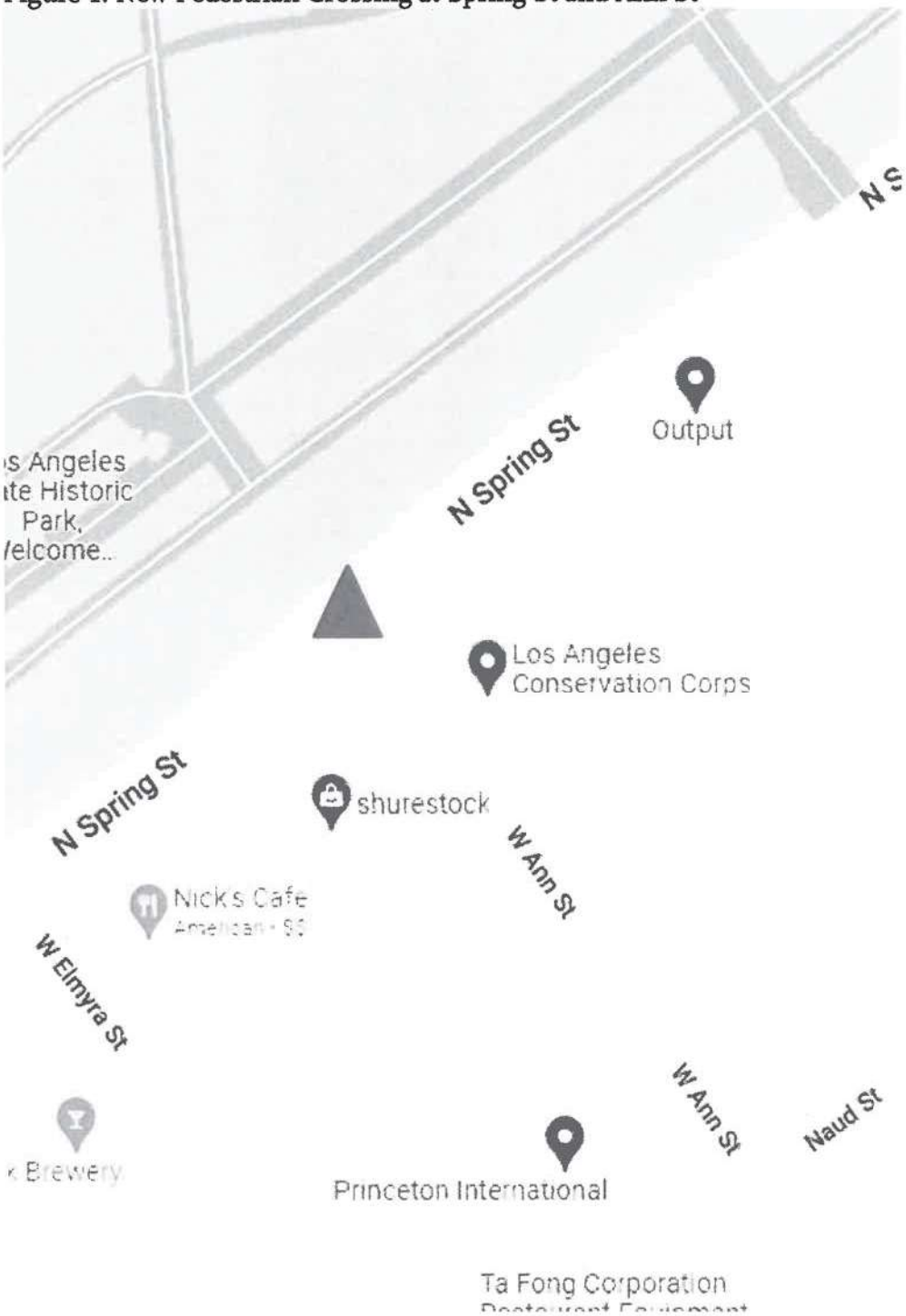
ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
PS&E	N/A	N/A		$80,000
Construction Support	N/A	N/A		$40,000
Pedestrian Hybrid Beacon	1	EA	$280,000	$280,000
GRAND TOTAL				**$400,000**

PROJECT DETAILED SCHEDULE:

MILESTONES	BEGIN	END	DURATION (MONTHS)
PS&E	7/1/2023	6/30/2024	12
Solicitation (Bid/Proposal)	7/1/2024	12/31/2024	6
General Construction	1/1/2025	12/31/2025	12
Project Close Out	1/1/2026	6/30/2026	6

PROJECT MAP:

Figure 1: New Pedestrian Crossing at Spring St and Ann St



▲ - Pedestrian Hybrid Beacon

FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D2) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE M ATTACHMENT D-2
QUARTERLY PROGRESS/EXPENDITURE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M420102
Quarterly Report #	1

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET
or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure M MSP Grant $
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	$ 400,000.00
% of Project Budget Expended to Date	
Balance Remaining	$ 400,000.00

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: New Pedestrian Crossing at Spring and Ann

FA #: 9200000000M420102

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

☐ 2022-23 ☐ 2023-24 ☐ 2024-25
☐ 2025-26 ☐ 2026-27 ☐ 2027-28

Quarter :

☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED:

Measure M Multi-Year Subregional Program Type: Active Transportation FLM and Mobility Hubs Program

LACMTA Project Manager	Name:	Kathy Park
	Phone Number:	(213) 922-6167
	E-mail:	ParkK@metro.net

Grantee Contact / Project Manager	Contact Name:	Uy Tran
	Job Title:	Transportation Engineer
	Department:	Department of Transportation
	City / Agency:	City of Los Angeles
	Mailing Address:	100 S. Main Street, 9th Floor, Los Angeles, CA 90012
	Phone Number:	(213) 972-5008
	E-mail:	uy.tran@lacity.org

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule
☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule
☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment C, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #		TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
	TOTAL			

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:
LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require registering in LACMTA's iSupplier portal and submitting an application.
The link to the portal can be found at http://media.metro.net/uploads/EBB/Vendor%20Portal%20Registration.pdf.
Written exception requests for Check Payments should be completed and emailed to Accounts Payable at ACCOUNTSPAYABLE@METRO.NET.

I certify that I am the responsible Project Manager or fiscal officer and representative of City of Los Angeles and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature *Date*

Name *Title*

ATTACHMENT E - FTIP SHEET

Los Angeles Metropolitan Transportation Authority

2023 Federal Transportation Improvement Program ($000)

TIP ID **LA9919198** Implementing Agency **Los Angeles A, City of**

Project Description: Install new crosswalk, curb ramps, and street lighting at the intersection of N Spring St and Ann St along with a Pedestrian Hybrid Beacon facing NB SB traffic. This project is contingent upon the State Parks Departments installation (design, construction) of a curb ramp and new pedestrian sidewalk from the west side of N Spring St to the Los Angeles State Historic Park.

SCAG RTP Project #:
Study:N/A Is Model: Model #:
PM: Mark Caserma - (213)972-5022

LS: N LS GROUP#:
Conformity Category: TCM

System :Local Hwy Route : Postmile: Distance: Phase: No Project Activity Completion Date 10/30/2026

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: STATUTORY EXEMPT - 08/01/2023

Toll Rate: 0.00 Toll Colc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region:

CTIPS ID: EA #: PPNO:

Program Code: NCN27 - PEDESTRIAN FACILITIES-NEW Stop Loc:

	PHASE	PRIOR	22/23	23/24	24/25	25/26	26/27	27/28	BEYOND	PROG TOTAL
MEASURE M MYSP (Multi Year Subregional Program)	PE		$80	$0						$80
	RW		$0	$0						$0
	CON		$0	$320						$320
	SUBTOTAL		$80	$320						$400
	TOTAL		$80	$320						$400

TOTAL PE: $80 **TOTAL RW: $0** **TOTAL CON: $320** **TOTAL PROGRAMMED: $400**

- **General Comment:** Central City Measure M MSP award as per Metro Board Report 2022-0343. See attachment for details.
- **Modeling Comment:**
- **TCM Comment:** no significant change made
- **Amendment Comment:**
- **CMP Comment:**
- **Narrative:**

Last Revised **Amendment 23-08 - Submitted** **Change reason**:NEW PROJECT **Total Project Cost** **$400**

ATTACHMENT F
BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

Amendment – 2024-25 Second Transportation Construction Projects Report (C.F. 24-0879-S1)

Background: The following amendments to the 2024-25 Second Transportation Construction Projects Report (C.F. 24-0879-S1) are required to:

- Update the Controller's instructions in Attachment 1 for Items A, and B in the report; and,
- For Item E, replace the Measure R funding with the Special Gas Tax Street Improvement Fund and update the Controller Instructions in Attachment 3.
- Includes Controller's instructions for Public Toilets, ATP Cycle 2 Boyle Heights Pedestrian Linkages Project, 7TH Street Streetscape Project and NOS Rehab Unit 10 Mission Road Street Repair Project.

<Amendment>

That the Council, subject to approval of the Mayor, authorize the following:

1. Replace the Controller's instructions for Items A and B in Attachment 1 as follows:

	TRANSFER FROM		TRANSFER TO	
Item A	Fund 100/54, CTIEP		Fund 59C/94, Measure M Local Return Special Fund	
	00P294, 7th Street Streetscape Improvements	$ 78,779.97	RSC 5301, Reimb from other Funds	$ 78,779.97
Item B	Fund 100/54, CTIEP		Fund 100/40, General Services Department	
	00Y984, Westwood Neighborhood Greenway Phase II	$ 162,857.00	001101, Hiring Hall Construction	$56,720.00
			001121, Benefits Hiring Hall Construction	22,370.00
			003180, Construction Materials	83,767.00
				$ 162,857.00

2. Authorize the Controller to reduce 2024-25 appropriations to the Bureau of Street Services, Fund 100/86, Account No. 94A186 Bureau of Street Services ($3,088,194.00 within Account No. 003030 Construction Expense and $2,121,742.38 within Account No. 003040 Contractual Services) by $5,209,936.38 within the Special Gas Tax Improvement Fund for Pavement Preservation Trucking;

3. Replace the controller's instructions for Item E, in Attachment 3 as follows:

	TRANSFER FROM		TRANSFER TO	
Item E	Fund 51Q/94, Measure R Local Return Fund		Fund 100/86, Bureau of Street Services (Fund 51Q/94/94A186)	
	Cash Balance	$ 5,209,936.38	003030, Construction Expense	$ 3,088,194.00
			003040, Contractual Services	2,121,742.38
				$ 5,209,936.38
	Fund 100/54, CTIEP		Fund 100/54, CTIEP	
	00V701, Verde Street (2401) Remedial Slope Mitigatio	$ 140,724.69	00Y987, Destination Crenshaw	$ 140,724.69
	Fund 206/50 Special Gas Tax Street Improvement Fund		Fund 206/50 Special Gas Tax Street Improvement Fund	
	Cash Balance	$ 5,209,936.38	TBD, Destination Crenshaw	$ 5,209,936.38
	Fund 353/94, Special Parking Revenue Fund		Fund 353/94, Special Parking Revenue Fund	
	94WS09, Parking Studies	$ 415,481.30	TBD, Destination Crenshaw	$ 415,481.30

4. Authorize the Controller to appropriate the following transactions:

	TRANSFER FROM			TRANSFER TO		
Public Toilets	Fund 100/56, General City Purposes			Fund 100/86, Bureau of Street Services		
	000628, Additional Homeless Services - CD 14	$	499,000.00	003040, Contractual Services	$	510,290.61
	000714, Community Services District 14		11,290.61			
		$	510,290.61			
ATP Cycle 2 Boyle Heights Pedestrian Linkages	Fund 100/56, General City Purposes			Fund 100/54, CTIEP		
	000A28, Council Projects	$	44,000.00	TBD, Boyle Heights Pedestrian Linkages	$	58,903.54
	000987, CD 14 Neighborhood Service Enhancements		14,903.54			
		$	58,903.54			
7th Street Streetscape	Fund 840/94 Dept. Transportation Trust Fund			Fund 100/54, CTIEP		
	94AE50, LADOT District Engineering Traffic Safety Impr Within CD14	$	100,000.00	00P294, 7th Street Streetscape Improvements	$	791,778.51
	Fund 682/50 Engineering Special Services Fund					
	50WVKN, DTLA Streetscape Maintenance and Improvements Fund	$	235,000.00			
	53P/28, State AB1290 City Fund					
	281214, CD 14 Redevelopment Fund	$	456,778.51			
	Subtotal	$	791,778.51			
NOS Rehab Unit 10 Street Resurfacing	Fund 47S/14, CLARTS Community Amenities Trust			Fund 682/50 Engineering Special Services Fund		
	143040, Contractual Services	$	455,504.41	TBD, NOS Rehab Unit 10 Mission Road Street Repair	$	703,788.66
	53P/28, State AB1290 City Fund					
	281214, CD 14 Redevelopment Fund	$	2,095.49			
	Fund 43D/50, Street Furniture Revenue Fund					
	50Y14D, Council District 14	$	239,169.61			
	50A14D, Council Dist 14		7,019.15			
		$	246,188.76			
	Subtotal	$	703,788.66			

5. Authorize the Board of Public Works to execute the necessary documentation as required to implement the intent of the transactions; and,

6. Authorize the CAO to make technical corrections, as necessary, to the transactions authorized through this report, as required to implement the intent of those transactions.

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: October 21, 2024

CAO File No. 0640-01399-0142
Council File No.
Council District: All

To: Mayor
Council

From: Matthew W. Szabo, City Administrative Officer

Reference: City Capital Repair and Infrastructure Projects

Subject: **FISCAL YEAR 2024-25 – SECOND TRANSPORTATION PROJECTS RELATED CONSTRUCTION PROJECTS REPORT**

SUMMARY

This Office is transmitting for your consideration the Second Transportation-Related Construction Projects Report (CPR) for Fiscal Year (FY) 2024-25, which includes transfers totaling $18.8 million. The recommendations provide sufficient cash flow for construction activities in the Public Right of Way (PROW), offset funding shortfalls, and authorities needed to complete authorized projects utilizing various capital funds that include, Capital and Technology Improvement Expenditure Program (CTIEP) funds, special fund monies, grant awards, and Municipal Improvement Corporation of Los Angeles (MICLA) financing.

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Authorize the Controller to transfer $9,530,898 between departments and funds as specified in Attachment 1;

2. Authorize the Controller to transfer $400,000 between accounts within departments and funds as specified in Attachment 2;

3. Authorize the Controller to transfer $8,842,121 between accounts within departments and funds as specified in Attachment 3; and,

4. Authorize the City Administrative Officer (CAO) to make technical corrections, as necessary, to the transactions authorized through this report, as required to implement the intent of those transactions.

FISCAL IMPACT STATEMENT

The recommendations stated in this report include transfers, appropriations, and authority for expenditures totaling $18.8 million. This consists of $13.6 million from various special funds, $0.3 million in Grants funding, and $4.9 million in General Fund within the Capital and Technology

Improvement Expenditure Program (CTIEP) program. All transfers and appropriations are based on existing funds, reimbursements, or revenues. There is no additional General Fund impact for operations and maintenance costs as a result of these recommendations.

FINANCIAL POLICIES STATEMENT

The recommendations stated in this report comply with the City Financial Policies in that appropriations for funds are limited to available cash balances needed to fund ongoing maintenance, programming, project shortfalls, and critical operational needs in the current budget year.

DISCUSSION

This report provides updates on the current activities and financial status of the Capital and Technology Improvement Expenditure Program (CTIEP), capital repair, and infrastructure programs related to transportation in the right-of-way, managed or implemented by City departments. These typically include the Department of Public Works (inclusive of all Bureaus), General Services Department (GSD) and the Department of Transportation (DOT). The report also recommends authorities needed to proceed with scheduled activities, address funding shortfalls, and other implementing authorities required to accomplish the projects addressed within this report.

A. Bureau of Engineering (BOE) - Council District (CD) 14, Seventh Street Streetscape Improvements Project
CTIEP
Attachment No. 1

A transfer of $78,780 in CTIEP funds is recommended to reimburse for DOT overtime staffing costs related to the Seventh Street Streetscape Improvements project. The project scope will transform Seventh Street from Figueroa Street to Alameda Street into a multimodal corridor with pedestrian, bicycle, and transit improvements, which includes a protected bicycle path, concrete curb ramps, sidewalk, curb and gutter, transit islands, bus pads, corner islands, catch basins, traffic signal and striping enhancements. Phase 1 improvements are along Seventh Street between Figueroa Street and San Pedro Street. Council approval is required to transfer between funds. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an administrative action.*

B. BOE - CD 5, Westwood Greenway Phase II Project
CTIEP
Attachment No. 1

A transfer and appropriation of $85,386 in CTIEP funds to GSD's budgetary accounts is recommended to construct priority improvements on the north side of the Westwood Greenway Phase II project. The scope of work includes the remote locking and unlocking mechanisms at both north side pedestrian gates, the upgrade of both the north side entrance (Westwood Boulevard) and the south side entrance (Selby Avenue), the fabrication and installation of two new exterior signs at both ends of the north side, and the patch and repair of the north side decomposed granite path. The estimated completion date for the project is November 2024. Council approval is required to transfer between funds and establish appropriations. *Operation and Maintenance (O&M) Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an existing facility.*

C. BOE - CD 13, Pedestrian Tunnel Closure at Logan Elementary School
CTIEP
Attachment No. 1

A transfer and appropriation of $295,675 in CTIEP funds to GSD budgetary accounts is recommended for the Pedestrian Tunnel Closure at Logan Elementary School. The scope of work includes closure of the existing pedestrian tunnel located at the intersection of Montana Street between Logan Street and Lemoyne Street. The project will demolish the entrance and exit of the pedestrian tunnel, place metal decking to close the tunnel, seal the existing stairwells and reconstruct sidewalks to current accessibility standards with full width access to pedestrians. The estimated completion date for the project is March 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an existing facility.*

D. BOE - CD 13, Pedestrian Tunnel Closure at Rosemont Elementary School
CTIEP
Attachment No. 1

A transfer and appropriation of $317,166 in CTIEP funds to GSD's budgetary accounts is recommended to fund the Pedestrian Tunnel Closure at Rosemont Elementary School. The scope of work includes the permanent closure of the existing pedestrian tunnel at the intersection of Rosemont Avenue and Temple Street. The project will demolish the entrance and exit of the pedestrian tunnel, place metal decking to close the tunnel, seal the existing stairwells and provide sidewalks with full-width access to pedestrians. The curb ramp located next to the southern entrance of the pedestrian tunnel will be reconstructed to current accessibility standards. The estimated completion date for the project is March 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an existing facility.*

E. BOE - CD 8, Destination Crenshaw Project
CTIEP
Measure R Local Return Fund
Special Parking Revenue Fund (SPRF)
Attachment No. 3

Appropriations of $5.8 million in CTIEP, Measure R and SPRF funds to dedicated project accounts within the same funds is recommended for the Destination Crenshaw Project. Destination Crenshaw project is a 1.3-mile long community inspired public art and streetscape project celebrating the cultural character of the Crenshaw community. On November 25, 2019, the City entered into a contract (C-134516) with the nonprofit Destination Crenshaw to provide funding to support the Destination Crenshaw project. The

appropriation in CTIEP ($140,725), is being repurposed from a completed project. Council approval is required to appropriate the funds to the dedicated project accounts. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

F. BOE - CD 6, Sheldon Arleta Park – Street Improvements
SB1 Road Maintenance and Rehabilitation Program Special Fund
Attachment No. 1

A transfer and appropriation of $18,000 in Road Maintenance and Rehabilitation funds to DOT budgetary accounts is recommended for plan review and support for the Sheldon Arleta Park – Street Improvements project. The project scope includes the construction of traffic signals, striping, pedestrian crossing signals, sidewalks, curb, gutter, streetlights, fences, access curb ramps at street corners, and street signage. The estimated completion date for the project is November 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal impact: There is no General Fund impact for operations and maintenance as this is an existing facility.*

G. BOE - CD 14, ATP Cycle 2 – Boyle Heights Pedestrian Linkage Project
Measure M Local Return Fund
Attachment No. 1

A transfer and appropriation of $310,531 in Measure M funds to the Bureau of Street Lighting's (BSL) budgetary accounts is recommended to fund ongoing improvements for the Active Transportation Program (ATP) Cycle 2 – Boyle Heights Pedestrian Linkage project. BSL will install the remaining portion of the street lighting system, including theft mitigation and fortification measures. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact as these costs will be funded by Special Fund monies.*

H. Bureau of Sanitation (BOS) - CD 1, MacArthur Lake Stormwater Capture Project
Measure W Local Return Fund
Attachment No. 2

An appropriation of $400,000 within the Measure W Fund to an established dedicated project account for the MacArthur Lake Rehabilitation Project is recommended for technical support during CEQA certification, bid and award, additional design submittals, a coordination workshop, and contingency. This project is part of the Measure W Regional Program and was approved in Round 1 (2020-21) for a total funding of $20,043,718 to be disbursed over a period of five years. An appropriation within the fund is required for continuity of work until funds from the regional program are received. The scope of work includes the diversion, capture, and treatment of portions of wet weather stormwater flows and 100 percent of dry weather flows from the existing underground storm drain. Flows captured will be used to

offset potable water use at the park. The project is currently in the design phase and is estimated to be completed in November 2027. Council approval is required to appropriate the funds to a dedicated project account. *O&M Fiscal Impact: There is no anticipated General Fund impact for operations and maintenance as these costs will be funded by special funds.*

I. BOS - CD 7, Sylmar Channel Project
Measure W Local Return Fund
Attachment No. 3

An appropriation of $2,317,104 within the Measure W Fund to a new dedicated project account to address the funding shortfall of the design phase for the Sylmar Channel Project. The project is a Regional Round 4 Project from the Los Angeles County Measure W, Safe Clean Water Program. The project scope proposes improvements to the existing Sylmar Channel and the implementation of green street elements. The project also improves water quality in the Sylmar Channel and increases water supply within the Upper Los Angeles River Watershed while capturing and infiltrating 206.2 acre-feet of runoff annually. Total funding of $10,014,617 was awarded and will be disbursed over five years. In Year 1 of the project (FY 2023-24), funding of $790,584 was received. The Project is currently in the design phase and the budgeted cost for design exceeds the Year 1 funding amount. The estimated completion date for the project is November 2030. Council approval is required to appropriate the funds to a dedicated project account. *O&M Fiscal Impact: There is no anticipated General Fund impact for operations and maintenance as these costs will be funded by special funds.*

J. BOS - CD 14, Wilmington Anaheim Green Infrastructure Corridor Project
Measure W Local Return Fund
Attachment No. 3

An appropriation of $300,000 from the Operation and Maintenance - TMDL Compliance Projects Account to a new project account within the Measure W Municipal Fund is recommended to address a funding shortfall of the design phase for the Wilmington Anaheim Green Infrastructure Corridor Project (Project). The Project is a Regional Round 4 Project from the Los Angeles County Measure W, Safe Clean Water Program and is designed to treat runoff from a 173-acre area in the Wilmington Neighborhood and provide water resilience by capturing 160 acre-feet of surface runoff each year. Captured flows will be diverted to an underground storage tank planned at the Wilmington Recreation Center and discharged to a water reclamation plant for recycling. This project will help alleviate flooding in the area, improve water quality and increase water supply. The Project was approved for a total funding of $10,274,500 which will be disbursed over a period of five years and has received Year 1 (FY 2023-24) funding in the amount $513,200. The Project is currently in the planning phase and the budgeted cost for both design and CEQA services exceeds the Year 1 funding amount. The project is estimated to be completed in October 2030. Council approval is required to appropriate the funds. *O&M Fiscal Impact: There is no anticipated General Fund impact for operations and maintenance as these costs will be funded by special funds.*

K. Bureau of Street Lighting (BSL) - CD 14, Hollenbeck Park Beautification and Improvements Project
CTIEP
Attachment No. 1

A transfer of $160,531 in CTIEP funds to the Street Lighting Maintenance Assessment Fund (SLMAF) account is recommended for reimbursement of staff costs for work performed on the Hollenbeck Park Beautification and Improvements project from January 2024 to March 2024. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an administrative action.*

L. BSL - CD 6, Arleta-Weidner Street Lighting Project
Community Development Trust Fund
Attachment No. 1

An appropriation of $10,000 in Community Development Trust Funds to BSL budgetary accounts is recommended for the Arleta-Weidner Street Lighting project. These funds will be used to finalize the plan, purchase materials and start/complete construction. The project will construct 33 new street lights in a low/moderate residential area. The benefiting neighborhoods will have a modern LED lighting system that provides uniform lighting levels on the street and sidewalk. The project was completed in July 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

M. BSL - CD 4, Pedestrian Hybrid Beacon at Magnolia Boulevard and Tyrone Avenue
Street Furniture Revenue Fund
Attachment No. 1

An appropriation of $15,000 in Street Furniture Revenue Fund monies to BSL budgetary accounts is recommended to fund design costs for a pedestrian High Intensity Activated Crosswalk (HAWK) beacon signal at the intersection of Magnolia Boulevard and Tyrone Avenue. The estimated project completion date is June 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs will be funded by Special Fund monies.*

N. BSL - CD 6, Solar Lighting Project
SB1 Road Maintenance and Rehabilitation Program Special Fund
Attachment No. 1

A transfer and appropriation of $400,000 from the Road Maintenance and Rehabilitation Program Fund to the BSL's budgetary accounts is recommended for the installation of remote monitoring antennas, six new poles, six Fonroche units, and one Cuesta Sol unit set to replace an existing LED light that is no longer operational due to wire theft. The estimated completion date for the project is June 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no anticipated General Fund impact as these costs will be funded by Special Fund monies.*

O. BSL - CD (Various), Street Lighting at Existing Pedestrian Crosswalks
Measure M Local Return Fund
Attachment No. 1

A transfer and appropriation of $30,000 in Measure M Local Return funds to BSL's budgetary accounts is recommended to fund design costs for street lighting at pedestrian crosswalk design costs at various locations identified by DOT. The estimated completion date for the project is June 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no anticipated General Fund impact as these costs will be funded by Special Fund monies.*

P. BSL - CD 6, Sun Valley Street Lighting Phase 7
Community Development Trust Fund
Attachment No. 1

A transfer and appropriation of $60,000 in Community Development Trust Funds to BSL's budgetary accounts is recommended for the Sun Valley Street Lighting Project. The project will construct 55 new streetlights in a residential area of Sun Valley. The estimated completion date for the project is November 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

Q. Bureau of Street Services (BSS) - CD Various, Clean California Local Grant Projects
CTIEP
Attachment No. 1

A transfer and appropriations totaling $3.7 million in CTIEP funds to BSS budgetary accounts to reimburse construction costs and to the Rail to Rail project account in Measure M is recommended. The Rail to Rail Project Account is used for front funding various projects funded through the Clean California Local Grant. On November 9, 2022, the Council

authorized BSS to deposit grant funds received into the CTIEP fund (CF 21-1169-S1). The grant funded projects include design and construction improvements for various locations throughout the City, including new native plantings, landscape medians, and sidewalk and bus stop improvements. On November 28, 2023, the Council authorized $2.1 million from Measure M budgeted for the Rail to Rail project to be used as front funding for the grant funded projects and once the City is reimbursed by the grantor to reimburse the originating account (CF 23-0842-S1, Amending Motion 31B). The estimated completion date for these projects is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an administrative action.*

R. BSS - CD 2, Lankershim Plaza Improvements
Street Furniture Revenue Fund
CRA/LA Excess Non-Housing Bond Proceeds
Attachment No. 1

A transfer and appropriations totaling $288,820 from Street Furniture Revenue Fund and CRA/LA Excess Non-Housing Bond Proceeds to BSS budgetary accounts is recommended for the Lankershim Plaza Improvements. This project includes design and construction improvements including new outdoor furniture, lighting improvements, shade structures, potted landscape, and pavement resurfacing improvements. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

S. BSS - CD 1, Maya Corridor Project
CTIEP
Attachment No. 1

A transfer and appropriation of $40,000 in CTIEP Fund monies to BSS budgetary accounts is recommended to fund staff salaries, including overtime costs and construction expenses for the Maya Corridor Project. Improvements consist of upgrading two bus stop locations to be Americans with Disabilities Act (ADA) compliant, 12 new tree well saw cuts with adjacent colored sidewalks, and the completion of civil engineering design for curb ramps along the corridor. On July 29, 2022, City Council approved $2,496,157 in CTIEP funds for this project (C.F. 20-0600-S83). The estimated completion date for the project is December 2026. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal impact: There is no General Fund impact for operations and maintenance as this is an existing facility.*

T. BSS – CD Various, Pavement Preservation - Access Ramps
Street Damage Restoration Fee Fund
Attachment No. 1

A transfer and appropriation of $500,000 from the Street Damaged Restoration Fee Fund to BSS budgetary accounts is recommended for costs associated with the Pavement Preservation - Access Ramps Program. The Pavement Preservation - Access Ramps Program focuses on bringing access curb ramps into compliance with the ADA. BSS expects to complete reconstruction of 200 access curb ramps this fiscal year. The estimated completion date for the project is June 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

U. BSS - CD 9, Woodlawn Avenue Triangle Median Safety Improvement Project
Transfer of Floor Area Rights (TFAR) Public Benefit Trust Fund
Attachment No. 1

A transfer and appropriation of $30,000 from the Transfer of Floor Area Rights (TFAR) / Public Benefit Payment Trust Fund to BSS budgetary accounts is recommended to cover construction costs associated with improvements at Woodlawn Avenue and Maple Avenue. The improvements consist of a raised median island, driveway reconstruction, and access curb ramps. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

V. BSS – CD 6, Parthenia Street and Sepulveda Boulevard Streetscape & Safety Improvement Project
CRA/LA Excess Bond Proceeds
Attachment No. 1

A transfer and appropriation of $280,000 from the CRA/LA Excess Non-Housing Bond Proceeds to BSS budgetary accounts is recommended to cover design and construction costs associated with improvements at Parthenia Place and Columbus Ave. The project is funded by $2 million in taxable CRA/LA Excess Bond Proceeds, and BSS is the lead department to design and construct the project (C.F. 14-1174-S61). Improvements will consist of constructing a roundabout, accessibility improvements, and landscaping at or near the vicinity of the intersection. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as*

these costs are funded by Special Fund monies.

W. BSS – CD 8 and 9, Broadway South: A One Infrastructure Project
SB 1 Road Maintenance and Rehabilitation Program Special Fund
Attachment No. 1

A transfer of $573,562 in SB1 Road Maintenance and Rehabilitation Program Special Funds to various departmental budgetary accounts is recommended to cover salaries and construction expenses for the Broadway South: A One Infrastructure Project. BSS is the lead department to design and construct the project. BOE will conduct the environmental review on the project and DOT will review Active Transportation Project plans. The estimated completion date for the project is May 2030. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

V. BSS – CD Various, Concrete Streets Program
Measure M Local Return Fund
Attachment No. 1

The transfer and appropriation of $2,100,000 from Measure M Local Return Fund and SB1 Road Maintenance and Rehabilitation Program to BSS budgetary accounts is recommended to fund anticipated expenditures for the Concrete Streets program. BSS will complete approximately 105,000 square feet of concrete panel repair this fiscal year. The estimated completion date for the project is June 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

Y. BSS – CD 8, 67th Street and West Boulevard Civil Improvements Project
Transportation Grants Fund
Attachment No. 1

A transfer of $202,371 in Transportation Grants Fund to various departmental budgetary accounts is recommended for design and staffing costs associated with the 67th Street and West Boulevard Civil Improvements Project. The project management will be for consultant design oversight and design will be provided by BSL. The project was funded by the California Air Resources Board (CARB) grant and BSS is the lead department to manage the project. The estimated completion date for the project is February 2025. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

Z. BSS – CD Various, 2016 Earmark ADA Access Ramps, DOT – Citywide Pedestrian Improvement Project
Transportation Grants Fund
Attachment No. 1

An appropriation of $10,000 from the Transportation Grants Fund to the BSS salary account is recommended for the work associated with the Citywide Pedestrian Improvements for the 2016 Earmark ADA Access Ramps. The scope includes providing construction support during the construction of seven intersections. The estimated completion date for the project is December 2024. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as these costs are funded by Special Fund monies.*

AA. DOT - CD14, Council District 14 AB 1290 Funds
AB 1290 Fund
Attachment No. 3

A transfer and appropriation of $458,874 from the Measure R Local Return Fund to the CD 14 Redevelopment Fund Account within AB 1290 Fund is recommended to ensure that the funds are reverted to its original funding source. On February 11, 2014, the City Council approved the transfer of up to $1 million from the CD 14 Redevelopment Fund Account within the AB 1290 Fund to a new account, Downtown LA Streetcar – AB 1290 in the Measure R Fund (C.F. 11-0329-S10). In the 2023-24 Third Financial Status Report, $458,874 in uncommitted funds from the Downtown LA Streetcar account was reverted to the Measure R cash balance (C.F. 23-0600-S116). Therefore, this transaction will ensure that the funds are returned to the original source, which is the CD 14 Redevelopment Fund Account within the AB1290 Fund. Council approval is required to transfer between funds and establish appropriations. *O&M Fiscal Impact: There is no General Fund impact for operations and maintenance as this is an administrative action.*

By: Daisy Bonilla
Administrative Analyst

APPROVED:

Yolanda Chavez
for City Administrative Officer

MWS:DFB:06250040

Attachments

ATTACHMENT 1
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 BUDGET ADJUSTMENTS
TRANSFERS BETWEEN DEPARTMENTS AND FUNDS

ITEM	DEPARTMENT/PROJECT	TRANSFER FROM FUND/ACCOUNT	TRANSFER FROM AMOUNT	TRANSFER TO FUND/ACCOUNT	TRANSFER TO AMOUNT
A	**PW: Bureau of Engineering** *7th Street Streetscape Improvement*	Fund 100/54, CTIEP 00P294, 7th Street Streetscape Improvements	$ 78,779.97	Fund 100/94, Transportation RSRC 5301, Reimb from other Funds	$ 78,779.97
B	**PW: Bureau of Engineering** *Westwood Greenway Phase II Project*	Fund 100/54, CTIEP 00Y984, Westwood Neighborhood Greenway Phase II	$ 85,386.00	Fund 100/40, General Services Department 001014, Salaries Construction Projects 003180, Construction Materials Subtotal	$ 32,562.00 52,824.00 $ 85,386.00
C	**PW: Bureau of Engineering** *Pedestrian Tunnel Closure at Logan Elementary School*	Fund 100/54, CTIEP 00Y977, Pedestrian Tunnel Closure at Logan Elementary School	$ 295,675.00	Fund 100/40, General Services 001014, Salaries, Construction Projects 001101, Hiring Hall Construction 001121, Benefits Hiring Hall Construction 003180, Construction Materials Subtotal	$ 22,046.00 143,295.00 55,114.00 75,220.00 $ 295,675.00
D	**PW: Bureau of Engineering** *Pedestrian Tunnel Closure at Rosemont Elementary School*	Fund 100/54, CTIEP 00Y978, Pedestrian Tunnel Closure at Rosemont Elementary School	$ 317,166.00	Fund 100/40, General Services 001014, Salaries, Construction Projects 001101, Hiring Hall Construction 001121, Benefits Hiring Hall Construction 003180, Construction Materials Subtotal	$ 23,935.00 150,792.00 64,625.00 77,814.00 $ 317,166.00
F	**PW: Bureau of Engineering** *Sheldon Arleta Park – Street Improvements*	Fund 59V/50, Road Maintenance and Rehabilitation Program Special Fund 50SKZW, Sheldon Arleta Park Sidewalk Improvement - Sheldon St	$ 18,000.00	Fund 100/94, Department of Transportation 001010, Salaries General	$ 18,000.00
G	**PW: Bureau of Engineering** *ATP Cycle 2 - Boyle Heights Pedestrian Linkage*	Fund 59C/94, Measure M Local Return Special Fund 94WV63, Active Transportation Program Project Funding Gaps	$ 310,531.00	Fund 100/84, Public Works - Street Lighting 001010, Salaries General 006020, Operating Supplies 008780, St. Lighting Improvements and Supplies Subtotal	$ 93,060.00 78,381.00 139,090.00 $ 310,531.00
K	**PW: Bureau of Street Lighting** *Hollenbeck Park Beautification & Improvements Project*	Fund 100/54, CTIEP 00W916, Clean CA-Hollenbeck Park Adjacent & I-5 FWY Adj Beautifi	$ 160,530.33	Fund 347/50, SLMAF RSC 5301, Reimb from Other Funds	$ 160,530.33
L	**PW: Bureau of Street Lighting** *Arleta -Weidner Street Lighting (formerly Pacoima Arleta CD 6)*	Fund 424/21, Community Development Trust 21Y184, Bureau of Street Lighting	$ 10,000.00	Fund 100/84, Public Works - Street Lighting 001010, Salaries General 006020, Operating Supplies Subtotal	$ 5,000.00 5,000.00 $ 10,000.00
M	**PW: Bureau of Street Lighting** *Pedestrian Hybrid Beacon/HAWK at Magnolia Blvd And Tyrone Ave*	Fund 43D/50, Street Furniture Revenue Fund 50Y184, PW-STREET LIGHTING	$ 15,000.00	Fund 100/84, Public Works - Street Lighting 001090, Overtime General	$ 15,000.00
N	**PW: Bureau of Street Lighting** *Solar Lighting*	Fund 59V/50, Road Maintenance And Rehabilitation Program Special Fund 50AZDT, Solar Lighting	$ 400,000.00	Fund 100/84, Public Works - Street Lighting 001010, Salaries General 001090, Overtime General Subtotal	$ 100,000.00 300,000.00 $ 400,000.00
O	**PW: Bureau of Street Lighting** *Street Lighting at Existing Pedestrian Crosswalks*	Fund 59C/94, Measure M Local Return Fund 94WV25, Street Lighting at Existing Pedestrian Crosswalks-VisionZero	$ 30,000.00	Fund 100/84, Public Works - Street Lighting 001090, Overtime General	$ 30,000.00
P	**PW: Bureau of Street Lighting** *Sun Valley Street Lighting Phase 7*	Fund 424/21, Community Development Trust 21A421, Sun Valley Street Lighting Phase 7	$ 60,000.00	Fund 100/84, Public Works - Street Lighting 001010, Salaries General	$ 60,000.00
Q	**PW: Bureau of Street Services** *Clean CA Grant Projects*	Fund 100/54, CTIEP 00W915, Clean CA-Creating Urban Habitat & Biodiversity thru Median 00W916, Clean CA-Hollenbeck Park Adjacent & I-5 FWY Adj Beautifcln 00W917, Clean CA-Martin Luther King Jr: Equity & Connectivity thru Subtotal	$ 461,779.82 1,808,051.42 1,455,245.73 $ 3,725,076.97	Fund 100/86, Public Works - Street Services 001090, Overtime General 001100, Hiring Hall Salaries 003030, Construction Expense Fund 59C/94, Measure M Local Return Fund 94YV90, Rail to Rail Subtotal	$ 591,399.97 150,000.00 883,677.00 $ 1,625,076.97 $ 2,100,000.00 $ 3,725,076.97

ATTACHMENT 1
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 BUDGET ADJUSTMENTS
TRANSFERS BETWEEN DEPARTMENTS AND FUNDS

		TRANSFER FROM			TRANSFER TO		
ITEM	DEPARTMENT/PROJECT	FUND/ACCOUNT		AMOUNT	FUND/ACCOUNT		AMOUNT
R	**Public Works - Street Services**	Fund 43D/50, Street Furniture Revenue Fund			Fund 100/86, Public Works - Street Services		
	Lankershim Plaza Improvements	50Y186, Bureau of Street Services	$	167,400.41	001010, Salaries General	$	167,400.41
		Fund 57D/22, CRA/LA Excess Non-Housing Bond Proceeds			Fund 100/86, Public Works - Street Services		
		22Y186, Bureau of Street Services	$	121,419.06	001010, Salaries General	$	23,013.06
					001090, Overtime General		20,000.00
					003030, Construction Expense		78,406.00
						$	121,419.06
			Subtotal	$ 288,819.47		Subtotal	$ 288,819.47
S	**PW: Bureau of Street Services**	Fund 100/54,CTIEP			Fund 100/86, Public Works - Street Services		
	Maya Corridor Project Public Improvements	00T790, Maya Corridor Streetscape Improvements	$	40,000.00	001090, Overtime General	$	40,000.00
T	**PW: Bureau of Street Services**	Fund 41A/50, Street Damage Restoration Fee Fund			Fund 100/86, Public Works - Street Services		
	Pavement Preservation - Access Ramps	50AMAR, Pavement Preservation Program Access Ramps	$	500,000.00	001090, Overtime General	$	40,000.00
					001100, Hiring Hall Salaries		322,000.00
					001120, Benefits Hiring Hall		138,000.00
						Subtotal	$ 500,000.00
U	**PW: Bureau of Street Services**	Fund 552/14, Transfer of Floor Area Rights (TFAR) / Public Benefit Payment Trust Fund			Fund 100/86, Public Works - Street Services		
	Woodlawn Ave Triangle Median Safety Improvement Project	14186R, Bureau of Street Services	$	30,000.00	001010, Salaries General	$	16,500.00
					001090, Overtime General		6,000.00
					001100, Hiring Hall Salaries		3,000.00
					003030, Construction Expense		3,000.00
					006020, Operating Supplies		1,500.00
						Subtotal	$ 30,000.00
V	**PW: Bureau of Street Services**	Fund 57D/22, CRA/LA Excess Non-Housing Bond Proceeds			Fund 100/86, Public Works - Street Services		
	Parthenia Street and Sepulveda Blvd Streetscape and Safety Improvement Project	22Y186, Bureau of Street Services	$	280,000.00	001090, Overtime General	$	70,000.00
					001100, Hiring Hall Salaries		121,800.00
					001120, Benefits Hiring Hall		46,200.00
					003030, Construction Expense		28,000.00
					006020, Operating Supplies		14,000.00
						Subtotal	$ 280,000.00

ATTACHMENT 1
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 BUDGET ADJUSTMENTS
TRANSFERS BETWEEN DEPARTMENTS AND FUNDS

		TRANSFER FROM			TRANSFER TO		
ITEM	DEPARTMENT/PROJECT	FUND/ACCOUNT		AMOUNT	FUND/ACCOUNT		AMOUNT
W	**PW: Bureau of Street Services**	Fund 59V/50, Road Maintenance and Rehabilitation Fund (SB1)			Fund 100/86, Public Works - Street Services		
	Broadway South: A One Infrastructure Project	50YZBI, Broadway South: A One Infrastructure Project	$	573,562.00	001090, Overtime General	$	70,606.00
					001100, Hiring Hall Salaries		214,084.00
					001120, Benefits Hiring Hall		90,021.00
					003030, Construction Expense		47,375.00
					006020, Operating Supplies		5,476.00
						$	427,562.00
					Fund 100/94, Dept. of Transportation		
					001010, Salaries General	$	11,000.00
					001090, Overtime General		100,000.00
						$	111,000.00
					Fund 100/78, Public Works - Engineering		
					001090, Overtime General	$	35,000.00
						Subtotal $	573,562.00
X	**Public Works - Street Services**	Fund 59C/94 Measure M Local Return Fund			Fund 100/86, Public Works - Street Services		
	Concrete Streets Program	94AV02, Concrete Streets	$	1,100,000.00	001090, Overtime General	$	850,000.00
					001100, Hiring Hall Salaries		257,500.00
		Fund 59V/50, Road Maintenance and Rehabilitation Fund (SB1)			001120, Benefits Hiring Hall		67,500.00
		50AZDV, Concrete Streets	$	1,000,000.00	003030, Construction Expense		475,000.00
					003040, Contractual Services		250,000.00
			Subtotal $	2,100,000.00	006020, Operating Supplies		200,000.00
						Subtotal $	2,100,000.00
Y	**Public Works - Street Services**	Fund 655/94, Transportation Grants Fund			Fund 100/86, Public Works - Street Services		
	67th Street and West Boulevard Civil Improvements Project	94TT2O, CARB STEP Grant Program	$	202,370.54	001090, Overtime General	$	14,534.00
					Fund 347/50, SLMAF		
					RSC 530100, Reimb From Other Funds	$	187,836.54
						Subtotal $	202,370.54
Z	**Public Works - Street Services**	Fund 655/94 Transportation Grants Fund			Fund 100/86, Public Works - Street Services		
	2016 Earmark ADA Access Ramps DOT - Citywide Pedestrian Safety Improvement Project	94V186, Bureau of Street Services	$	10,000.00	001010, Salaries General	$	10,000.00
	TOTAL ALL DEPARTMENTS AND FUNDS		**$**	**9,530,897.28**		**$**	**9,530,897.28**

ATTACHMENT 2
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 BUDGET ADJUSTMENTS
TRANSFERS BETWEEN ACCOUNTS WITHIN DEPARTMENTS AND FUNDS

		TRANSFER FROM		TRANSFER TO	
ITEM	DEPARTMENT/PROJECT	FUND/ACCOUNT	AMOUNT	FUND/ACCOUNT	AMOUNT
H	**PW: Sanitation**	Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund		Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund	
	MacArthur Lake Rehabilitation Prcject	50V566, Operation and Maintenance - TMDL Compliance Projects	$ 400,000.00	50YABY, MacArthur Lake Rehabilitation Project	$ 400,000.00
	TOTAL ALL DEPARTMENTS AND FUNDS		**$ 400,000.00**		**$ 400,000.00**

ATTACHMENT 3
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 BUDGET ADJUSTMENTS
NEW APPROPRIATIONS

ITEM	DEPARTMENT/PROJECT	TRANSFER FROM FUND/ACCOUNT	TRANSFER FROM AMOUNT	TRANSFER TO FUND/ACCOUNT	TRANSFER TO AMOUNT
E	**PW: Bureau of Engineering** *Destination Crenshaw*	Fund 100/54, CTIEP 00V701, Verde Street (2401) Remedial Slope Mitigation	$ 140,724.69	Fund 100/54, CTIEP 00Y987, Destination Crenshaw	$ 140,724.69
		Fund 51Q/94, Measure R Local Return Fund Cash Balance	$ 5,209,936.38	Fund 51Q/94, Measure R Local Return Fund TBD, Destination Crenshaw	$ 5,209,936.38
		Fund 353/94, Special Parking Revenue Fund 94WS09, Parking Studies	$ 415,481.30	Fund 353/94, Special Parking Revenue Fund TBD, Destination Crenshaw	$ 415,481.30
		Subtotal	$ 5,766,142.37	Subtotal	$ 5,766,142.37
I	**PW: Sanitation** *Sylmar Channel Project*	Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund 50V566, Operation and Maintenance - TMDL Compliance Projects	$ 909,953.00	Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund TBD, Sylmar Channel Project	$ 2,317,104.00
		50Y566, Operation and Maintenance - TMDL Compliance Projects	1,407,151.00		
		Subtotal	$ 2,317,104.00		
J	**PW: Sanitation** *Wilmington Anaheim Green Infrastructure Corridor Project*	Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund 50V566, Operation and Maintenance - TMDL Compliance Projects	$ 300,000.00	Fund 60W/50, Measure W - Safe, Clean Water - Municipal Program Special Fund TBD, Wilmington Anaheim Green Infrastructure Corridor Project	$ 300,000.00
AA	**Department of Transportation** *CD14 Redevelopment Fund*	Fund 51Q/94, Measure R Local Return Fund Cash Balance	$ 458,874.00	53P/28, State AB1290 City Fund 281214, CD 14 Redevelopment Fund	$ 458,874.00
	TOTAL ALL DEPARTMENTS AND FUNDS		**$ 8,842,120.37**		**$ 8,842,120.37**

ATTACHMENT 4
SECOND TRANSPORTATION CONSTRUCTION PROJECTS REPORT
FY 2024-25 OPERATIONS AND MAINTENANCE (O&M) COSTS

		Page, Attach, and Rec Nos.	2024-25 Second TCPR	Annual O&M Costs	Completion Month/Year	Comments
	CONSTRUCTION PROJECTS SECTION					
A	Seventh Street Streetscape Improvements Project	Pg 3, A1, Rec 1	$ 78,779.97	-	July 2025	There is no General Fund impact for operations and maintenance since this is an administrative action.
B	Westwood Greenway Phase II Project	Pg 3, A1, Rec 1	$ 85,386.00	-	November 2024	There is no General Fund impact for operations and maintenance as this is an existing facility.
C	Pedestrian Tunnel Closure at Logan Elementary School	Pg 4, A1, Rec 1	$ 295,675.00	-	March 2025	There is no General Fund impact for operations and maintenance as this is an existing facility.
D	Pedestrian Tunnel Closure at Rosemont Elementary School	Pg 4, A1, Rec 1	$ 317,166.00	-	November 2024	There is no General Fund impact for operations and maintenance as this is an existing facility.
E	Destination Crenshaw Project	Pg 4, A3, Rec 3	$ 5,766,142.37	-	June 2029	There is no General Fund impact as these costs will be funded by Special Fund monies.
F	Sheldon Arleta Park – Street Improvements	Pg 5, A1, Rec 1	$ 18,000.00	-	November 2024	There is no General Fund impact for operations and maintenance as this is an existing facility.
G	ATP Cycle 2 – Boyle Heights Pedestrian Linkage Project	Pg 5, A1, Rec 1	$ 310,531.00	-	December 2024	There is no General Fund impact as these costs will be funded by Special Fund monies.
H	MacArthur Lake Stormwater Capture Project	Pg 5, A2, Rec 2	$ 400,000.00	-	November 2027	There is no General Fund impact as these costs will be funded by Special Fund monies.
I	Sylmar Channel Project	Pg 6, A3, Rec 3	$ 2,317,104.00	-	November 2030	There is no General Fund impact as these costs will be funded by Special Fund monies.
J	Wilmington Anaheim Green Infrastructure Corridor Project	Pg 6, A3, Rec 3	$ 300,000.00	-	October 2030	There is no General Fund impact as these costs will be funded by Special Fund monies.
K	Hollenbeck Park Beautification and Improvements Project	Pg 7, A1, Rec 1	$ 160,530.33	-	December 2024	There is no General Fund impact for operations and maintenance since this is an administrative action.
L	Arleta-Weidner Street Lighting Project	Pg 7, A1, Rec 1	$ 10,000.00	-	Completed	There is no General Fund impact as these costs will be funded by Special Fund monies.
M	Pedestrian Hybrid Beacon at Magnolia Boulevard and Tyrone Avenue	Pg 7, A1, Rec 1	$ 15,000.00	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
N	Solar Lighting Project	Pg 8, A1, Rec 1	$ 400,000.00	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
O	Street Lighting at Existing Pedestrian Crosswalks	Pg 8, A1, Rec 1	$ 30,000.00	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
P	Sun Valley Street Lighting Phase 7	Pg 8, A1, Rec 1	$ 60,000.00	-	November 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
Q	Clean California Local Grant Projects	Pg 8, A1, Rec 1	$ 3,725,076.97	-	December 2024	There is no General Fund impact for operations and maintenance since this is an administrative action.
R	Lankershim Plaza Improvements	Pg 9, A1, Rec 1	$ 288,819.47	-	December 2024	There is no General Fund impact as these costs will be funded by Special Fund monies.
S	Maya Corridor Project	Pg 9, A1, Rec 1	$ 40,000.00	-	December 2026	There is no General Fund impact for operations and maintenance as this is an existing facility.
T	Pavement Preservation - Access Ramps	Pg 10, A1, Rec 1	$ 500,000.00	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
U	Woodlawn Avenue Triangle Median Safety Improvement Project	Pg 10, A1, Rec 1	$ 30,000.00	-	December 2024	There is no General Fund impact as these costs will be funded by Special Fund monies.
V	Parthenia Street/Sepulveda Boulevard Streetscape & Safety Improvement Project	Pg 10, A1, Rec 1	$ 280,000.00	-	December 2024	There is no General Fund impact as these costs will be funded by Special Fund monies.
W	Broadway South: A One Infrastructure Project	Pg 11, A1, Rec 1	$ 573,562.00	-	May 2030	There is no General Fund impact as these costs will be funded by Special Fund monies.
X	Concrete Streets Program	Pg 11, A1, Rec 1	$ 2,100,000.00	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
Y	67th Street and West Boulevard Civil Improvements Project	Pg 11, A1, Rec 1	$ 202,370.54	-	June 2025	There is no General Fund impact as these costs will be funded by Special Fund monies.
Z	2016 Earmark ADA Access Ramps, DOT – Citywide Pedestrian Improvement Project	Pg 12, A1, Rec 1	$ 10,000.00	-	December 2024	There is no General Fund impact as these costs will be funded by Special Fund monies.
AA	Council District 14 AB 1290 Funds	Pg 12, A3, Rec 3	$ 458,874.00	-	N/A	There is no General Fund impact for operations and maintenance since this is an administrative action.
		TOTAL	**$ 18,773,017.65**	$ -		

BOARD OF PUBLIC WORKS
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CALIFORNIA

BPW-2025-0726

KAREN BASS
MAYOR

DEPARTMENT OF
PUBLIC WORKS

BUREAU OF
ENGINEERING

ALFRED MATA, PE
INTERIM CITY ENGINEER

1149 S. BROADWAY, SUITE 700
LOS ANGELES, CA 90015-2213

http://engineering.lacity.gov

October 22, 2025

The Honorable City Council
c/o Patrice Lattimore, City Clerk
Office of the City Clerk
Room 360, City Hall

COUNCIL FILE NO. 20-0504 – LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ACTIVE TRANSPORTATION (MAT) CYCLE 1 AWARDED PROJECTS

SUMMARY

At the request of Council District (CD) 8, this report requests to revise the May 18, 2021 (Attachment No. 01) Council Action relative to the Los Angeles Department of Transportation (LADOT) Report (C.F. 20-0504) (Attachment No. 01 - City of Los Angeles Projects selected for Metro Active Transportation Program (MAT) Cycle 1 Funding) to replace the Western/Slauson Station Project with the Crenshaw Boulevard First/Last Mile Improvements Project, which is a component of the larger Destination Crenshaw Project. The City identifies the Bureau of Engineering (BOE), with the support of the Bureau of Contract Administration (BCA), to replace StreetsLA as the City's Lead Department/Bureau, and this revision will obligate BOE with BCA's support to the conditions and requirements of a Lead Department.

The $3,379,169.89 MAT funding will be used for allowable costs towards the Crenshaw Boulevard First/Last Mile Improvements (Attachment No. 02). Since the Destination Crenshaw Project is privately managed, constructed, and maintained by the Destination Crenshaw non-profit, BOE and BCA have not provided any project management oversight related to budget, schedule, or scope of work for the Destination Crenshaw Project.

RECOMMENDATION

That the City Council, subject to the approval of the Mayor,

1. AMEND the Council Action of May 18, 2021, C.F. 20-0504, relative to the authorization of agreement(s) with Los Angeles County Metropolitan Transportation Authority (Metro) for the award of Metro Active Transportation Cycle 1 Call for Projects funding to replace the Western/Slauson Station Project with the Crenshaw Boulevard First/Last Mile Improvements Project.

2. AUTHORIZE the Department of Public Works to negotiate the necessary agreement(s) with Metro to reflect the project change and receipt of grant funding, subject to the approval of the Board of Public Works and City Attorney as to form, for the Crenshaw Boulevard First/Last Mile Improvements Project.

3. AUTHORIZE the Department of Public Works to prepare an amendment to Contract No. C-138648 between the City of Los Angeles and Metro for the Crenshaw Boulevard First/Last Mile Improvements Project and to designate the Bureau of Engineering (BOE) as the Lead Department to administer Metro's Funding Agreement terms with assistance from Bureau of Contract Administration (BCA).

4. AUTHORIZE the Department of Public Works to prepare an amendment to Contract No. C-134516 between the City of Los Angeles and the Destination Crenshaw nonprofit to include the design and construction of the Crenshaw Boulevard First/Last Mile Improvements Project with the MAT funding awarded to the City, subject to the approval of the Board of Public Works and City Attorney as to form. Pursuant to the City's agreement with Metro, Destination Crenshaw, as a sub-recipient, will bear all responsibility, per the Metro Funding Agreement, for front-funding, cost oversight, grant administration, project management, project completion, and to fully adhere to all grant requirements.

5. AUTHORIZE the Department of Public Works and the City Administrative Officer (CAO) to make any technical corrections or clarifications to establish project accounts and transfer funds in order to effectuate the intent of this Report, including any corrections and changes to fund or account numbers.

BACKGROUND

Destination Crenshaw (Destination Crenshaw) is a 501(c)(3) non-profit organization with a mission to fund the creation and installation of a 1.1-mile open-air museum along a portion of Crenshaw Boulevard called Destination Crenshaw (Project). In 2017, Destination Crenshaw procured all consultants for design and general contractors for construction of the Project, which broke ground in early 2020. The City is a prime grantee for public funding grants to Destination Crenshaw for the Project and transfers those funds to Destination Crenshaw through a sub-recipient grant agreement, Contract No. C-134516.

On April 11, 2025, at the request of CD 8, LADOT submitted a proposal to Metro to reprogram all unspent funds from the MAT-funded City of Los Angeles Western/Slauson Project to the Crenshaw Boulevard First/Last Mile Improvements Project, a component of the Destination Crenshaw Project (Attachment No. 03).

The reprogrammed MAT funds for the Crenshaw Boulevard First/Last Mile Improvements Project will be used at the Destination Crenshaw Project site to build pedestrian-focused hardscape, crosswalk, lighting, and landscaping improvements on Crenshaw Boulevard

between Vernon Avenue and 60th Street. This includes the construction of a landscaped tunnel lid above the Metro K-Line at Crenshaw & Brynhurst Avenue, which will act as a pedestrian refuge area for people walking to and from Sankofa Park, the largest public space in the Destination Crenshaw Project. This scope also includes the necessary civil and landscaping work to cut tree wells, install irrigation, install pavers, add signage, and plant landscaping along Crenshaw Boulevard to improve the experience for pedestrians walking to the various destinations along the street, including businesses, various Metro rail and bus stops, and around 2,000 housing units recently built or planned in the area.

On May 14, 2025, the Metro Board approved the recommendation to reallocate the project funding award for the Western/Slauson Project to the Crenshaw Boulevard First/Last Mile Improvements Project, in the amount of $3,379,169.89; and to waive program eligibility and competitive selection procedures; and authorized the Metro Chief Executive Officer (CEO), or their designee, to negotiate and execute all necessary agreements and/or amendments for the approved project (Attachment No. 04).

The Metro Board approved this approach based on assurance from the City the original awarded Western/Slauson Project will be fully funded and completed by the City and because all project elements delivered with MAT funds will be eligible improvements. Metro requires disbursement of funds to another governmental agency, therefore the MAT funding from Metro cannot be directly provided to Destination Crenshaw.

Metro staff will execute a revised Funding Agreement (FA). This grant reassignment commits the City to subsequently fund and complete the Western/Slauson Project through other grant fund opportunities, preserving the value of work completed to date on the Western/Slauson Project. In finalizing agreements for the reallocated project (Crenshaw Boulevard First/Last Mile Improvements Project), Metro will formalize the City's commitment to the Western/Slauson Project, inclusive of preserving Community Based Organization (CBO) and other stakeholder participation. MAT funding must be expended within 36 months of the FA execution.

Image 1 - Project Map

Image 2 - Rendering of the "Tunnel Lid" Crossing

DISCUSSION

At the request of CD 8, and with the approval of the above recommendations, the Department of Public Works will amend City Agreement C-134516 to reflect an additional $3,379,169.89 in MAT funding for the Crenshaw Boulevard First/Last Mile Improvements Project, as this is the City's existing grant agreement with Destination Crenshaw that will pass-through the Metro grant funds.

The BCA will have oversight responsibility in the field for the Crenshaw Boulevard First/Last Mile Improvements Project scope of work included in the Metro MAT FA. BOE will act as the Lead Agency for contractual oversight with Destination Crenshaw.

Since the larger 1.1-mile Project is privately managed, constructed, and maintained by Destination Crenshaw, the Department Public Works cannot provide any project management oversight related to budget, schedule, or scope of work. BOE Central District will continue to have oversight responsibility through the private development permitting process.

As noted above, Metro has agreed to provide MAT funding to the City of Los Angeles for the Crenshaw Boulevard First/Last Mile Improvements Project, which will represent a portion of the larger 1.1-mile Destination Crenshaw Project. This funding, which will be disbursed quarterly to the City on a reimbursement basis, will be expressly limited to the tunnel-lid crossing scope of the Crenshaw Boulevard First/Last Mile Improvements Project.

FISCAL IMPACT

No local match is required for these projects. Destination Crenshaw, the non-profit, has agreed to provide front-funding for the MAT funding. In the event that Destination Crenshaw defaults or fails to fully complete the project, the City would be responsible to

complete the scope of the Crenshaw Boulevard First/Last Mile Improvements Project, including cost overruns.

In addition, StreetsLA has identified $3,379,169.89 in alternative funding sources to fully fund and complete the Western/Slauson Project (Project ID #: C1208, FA#: 9200000000MATC1208) to fulfill the Metro reprogramming condition and will execute a separate agreement for the Western/Slauson Station Project.

If there are questions, please contact the BOE Project Manager, Marcelino Ascensio, at marcelino.ascensio@lacity.org, or at 213-495-4787.

Respectfully submitted,

Alfred Mata, PE
Interim City Engineer
Bureau of Engineering
Department of Public Works

John Reamer,
Inspector of Public Works
Bureau of Contract Administration
Department of Public Works

for
Keith Mozee
Executive Director and General Manager
Bureau of Street Services
Department of Public Works

AM/DW:jz;eg

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Attachments:

1. May 18, 2021 Report LADOT Report (CF 20-0504)
2. MAT Funding Agreement - Scope of Work
3. April 11, 2025 LADOT Request to Metro
4. May 14, 2025 Metro Board Approval

cc: Randall Winston, Office of the Mayor
Steve S. Kang, Board of Public Works
Laura Rubio-Cornejo, Department of Transportation

Date: May 12, 2021

To: The Honorable City Council
c/o City Clerk, Room 395
Attention: Honorable Mike Bonin, Chair, Transportation Committee

From: Seleta J. Reynolds, General Manager
Department of Transportation

Subject: **LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (Metro) METRO ACTIVE TRANSPORTATION (MAT) CYCLE 1 AWARDED PROJECTS (CF 20-0504)**

SUMMARY

The Los Angeles Department of Transportation (LADOT) submitted Letters of Interest dated April 21, 2020 responding to Metro's solicitation for the Metro Active Transportation (MAT) Cycle 1 funding opportunity (CF 20-0504). In January 2021, Metro released project recommendations including funding for one active transportation project and six first/last mile station areas in the City of Los Angeles.

RECOMMENDATION

That the City Council AUTHORIZE the General Manager or Director of the respective lead city department to execute any necessary funding, cooperative agreement, or contractual documents, subject to the approval of the City Attorney as to form and legality, for accepting the funding.

BACKGROUND

The Metro Active Transport (MAT) Program is a multi-year discretionary program within Measure M. Cycle 1 of the program establishes goals, processes, and criteria for the five-year cycle of the MAT Program for Fiscal Years 2021-2025. The MAT Program funds projects that will increase active transportation, such as biking and walking, and expand the reach of transit. Cycle 1 commits $75 million divided into two separate project categories: First/Last Mile projects and Active Transportation Corridors.

On February 18, 2020, Metro released its Program Solicitation for MAT Program Cycle 1. Any interested, eligible jurisdiction, including Caltrans and all cities and transit operators in Los Angeles County, were asked to submit a Letter of Interest for candidate projects to Metro by April 2, 2020. As a result of the COVID-19 pandemic and ensuing safer at home orders, Metro extended the deadline to April 30, 2020. LADOT worked with partner agencies to develop project recommendations based on Metro's prioritized project list of 25 active transportation corridors and 138 first/last mile station areas.

On April 21, 2020, LADOT provided a report to Council that outlines Metro's project eligibility criteria, discusses LADOT's selection process, and provides the projects submitted for funding. This report provides an update on awarded projects and seeks authority to enter agreements and accept funding.

DISCUSSION

The period of time between Metro's release of the Program Solicitation on February 18, 2020 and the originally advertised due date of April 2, 2020 was less than 60 days. Due to these timing challenges presented by the condensed timeline, LADOT submitted a receive and file recommendation in lieu of requesting authorization to execute agreements and identify additional resource needs. Receiving Council authorization to complete these next steps is critical to ensure Department staff can enter into agreements with Metro and expend funds in a timely manner beginning July 1, 2021.

Attachment A reflects the three active transportation corridors and eight first/last mile station areas for which the City of Los Angeles submitted Letters of Interest in MAT Cycle 1. The list also indicates which of those projects were selected for funding by Metro in January 2021. Attachment B shows the full list of funding recommendations adopted by the Metro Board.

FISCAL IMPACT

There is no impact to the City's General Fund. No local match is required for these projects. For projects awarded grant funding, LADOT, in conjunction with the CAO, will identify the recommended appropriations from available and appropriate funding sources during the development of each fiscal years' budget or as needed throughout future fiscal years. There is no immediate impact on special funds; however, future year appropriations by the Mayor and City Council will be necessary to execute memoranda of understanding for grant awards and to deliver the projects.

SJR:CR:rg

ATTACHMENT A

CITY OF LOS ANGELES PROJECTS SELECTED FOR
METRO ACTIVE TRANSPORTATION PROGRAM (MAT) PROGRAM CYCLE 1 FUNDING

	PROJECT NAME	CD	LEAD DEPT	PROJECT TYPE	PROJECT SELECTED FOR FUNDING
1	LAX / Aviation Station	11	StreetsLA	First/Last Mile Station	X
2	Cypress Park / Lincoln Heights Station	1	LADOT	First/Last Mile Station	
3	Hollywood / Highland Station	13	BOE	First/Last Mile Station	X
4	Hollywood / Vine Station	13	BOE	First/Last Mile Station	X
5	Sepulveda / OL Station	6	StreetsLA	First/Last Mile Station	X
6	Culver City Expo Line Station	5	LADOT*	First/Last Mile Station	X
7	Van Nuys / Vanowen Station	6	StreetsLA	First/Last Mile Station	
8	Western / Slauson Station	8	StreetsLA	First/Last Mile Station	X
9	Avalon / Martin Luther King Jr. / Gage Corridor	9	LADOT	Active Transportation Corridor	X
10	Slauson Corridor	8 / 9	StreetsLA	Active Transportation Corridor	
11	Manchester / Broadway / Vermont Corridor	8	StreetsLA	Active Transportation Corridor	

* Culver City will lead joint project with support from LADOT

ATTACHMENT B

METRO BOARD ADOPTED FUNDING RECOMMENDATIONS FOR THE
METRO ACTIVE TRANSPORTATION PROGRAM (MAT) PROGRAM CYCLE 1

Recommended Program of Projects

MAT Program Cycle 1

Program Category	Submitted Applications	Applications Funded
Active Transportation Corridors	9	5
First/Last Mile Locations	19	11
TOTAL	**28**	**16**

NOTE: The solicitation as approved by the Board anticipated awarding a total of $75 million for this funding cycle based on cash flow estimates at that time. In light of reduced sales tax revenue due to the COVID-19 pandemic, staff is recommending awards for $63.1 million, consistent with cash flow adjustments for comparable Measure M programs. The Board can approve revised Cycle 1 programming amounts in future annual updates should funding availability improve.

Recommended Program of Projects

MAT Program Cycle 1

First/Last Mile Projects

1. Hollywood/Highland
   City of Los Angeles
2. Hollywood/Vine
   City of Los Angeles
3. East LA Civic Center
   Los Angeles County
4. LAX/Aviation
   City of Los Angeles
5. Olympic/26th
   City of Santa Monica
6. Sepulveda OL
   City of Los Angeles
7. Slauson Station
   Los Angeles County
8. Western/Slauson
   City of Los Angeles
9. Culver City
   City of Culver City
10. Downtown LB (6th St)
    City of Long Beach
11. Santa Monica/La Brea
    City of West Hollywood

Active Transportation Corridor Projects

1. Avalon-MLK-Gage
   City of Los Angeles
2. Randolph
   City of Commerce
3. Redondo Beach Blvd
   City of Redondo Beach
4. 1st-Riggin-Potrero Grande
   City of Monterey Park
5. Huntington-Main/Fremont
   City of South Pasadena

Recommended Program of Projects - Active Transportation Corridors

MAT Program Cycle 1

Recommended for Funding			
Rank	Sponsor	Co-Sponsor	Corridor
1	City of Los Angeles	-	Avalon/MLK/Gage
2	Commerce	Huntington Park, Bell, LACPW[1]	Randolph
3	Redondo Beach	LACPW, Lawndale	Redondo Beach Blvd
4	Monterey Park	Montebello, LACPW, Rosemead	1st-Riggin-Portrero Grande
5	South Pasadena	-	Huntington-Main/Fremont

Not Recommended for Funding: Waitlist			
6	City of Los Angeles	-	Slauson

Not Recommended for Funding: Ineligible Projects			
-	Lancaster	-	Sierra Highway
-	City of Los Angeles	-	Broadway/Manchester/Vermont
-	Paramount	-	WSAB[2] Phase 3

[1] Los Angeles County Public Works

[2] West Santa Ana Branch

Recommended Program of Projects - First/Last Mile

MAT Program Cycle 1

Recommended for Funding			
Rank	Sponsor	Co-Sponsor	Project Location
1	City of Los Angeles	-	Hollywood/Highland
2	City of Los Angeles	-	Hollywood/Vine
3	Los Angeles County	-	East LA Civic Center
4	City of Los Angeles	-	LAX-Aviation
5	Santa Monica	-	Olympic/26th
6	City of Los Angeles	-	Sepulveda (G Line)
7	Los Angeles County	-	Slauson
8	City of Los Angeles	-	Western/Slauson
9	Culver City	City of Los Angeles	Culver City
10	Long Beach	-	Downtown Long Beach (6th Street)
11	West Hollywood	-	Santa Monica/La Brea
Not Recommended for Funding: Waitlist			
12	Los Angeles County	-	Florence
13	City of Los Angeles	-	Van Nuys/Vanowen
14	West Hollywood	-	Fountain (Hayworth-Harper)
15	West Hollywood	-	Santa Monica Bl-Greenacre
16	West Hollywood	-	Fairfax
17	West Hollywood	-	Santa Monica Bl-Poinsettia
18	West Hollywood	-	Santa Monica Bl-Hayworth
Not Recommended for Funding: Ineligible Projects			
-	City of Los Angeles	-	Lincoln/Cypress

ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT

PROJECT NAME: Crenshaw Blvd. First Last Mile

PROJECT LOCATION/LIMITS/AREA:
The project is located in the crosswalk area at Brynhurst & Crenshaw Blvd in the City of Los Angeles.

This project's limits are Crenshaw Boulevard between 60th Street and Vernon Avenue.

PROJECT DESCRIPTION INCLUDING METRO ACTIVE TRANSPORT PROGRAM AND PROJECT NEXUS:

The Sankofa Park Project is a transformative urban initiative that addresses recreational and green space inequities in South Los Angeles while celebrating the rich cultural heritage of Black Los Angeles. As the largest and most prominent component of Destination Crenshaw—a 1.3-mile cultural and economic revitalization corridor—Sankofa Park is envisioned as a cultural beacon, a hub for public art and community engagement, and a catalyst for economic resilience and spatial justice. Strategically positioned along Crenshaw Boulevard, the park will feature permanent public art installations by world-renowned Black artists, reforestation of the urban canopy, sustainable landscaping, shaded gathering spaces, and a signature viewing platform offering panoramic vistas of the surrounding cityscape. Upon completion, Sankofa Park will be a premier cultural destination, fostering reflection, celebration, and community interaction.

As Los Angeles prepares for the 2028 Olympic Games and the launch of the LAX People Mover to the Metro K-Line in 2025, Destination Crenshaw is positioning the Crenshaw community to benefit from increased economic activity, tourism, and transit expansion. By completing Sankofa Park and five additional pocket parks, this initiative will ensure local businesses, artists, and residents capitalize on these opportunities, leaving a lasting cultural and economic legacy in an area that already generates $470M in gross revenue with approximately 6,547 mostly local workers each year in the creative and traditional economic ecosystem. More than a park, Sankofa Park will solidify Crenshaw's status as a center of Black excellence, creativity, and resilience, ensuring the community's visibility, agency, and prosperity in the future of Los Angeles.

Destination Crenshaw's construction for the Sankofa Park Tunnel Lid has been awarded $3,353,774.80 in MAT funding to complete the Brynhurst/Crenshaw Blvd tunnel lid, landscaping, paver installation, and pedestrian crosswalk with new traffic signals.

Scope Summary: The scope will be to complete the capital construction at the Sankofa Park Tunnel lid, **the Brynhurst & Crenshaw Blvd. crosswalk curb cuts, paving finishes, pedestrian crosswalk, and traffic signal installation**, creating a safer multi-modal connection for the View Park community and a destination for community engagement, recreation, and cultural programming.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	LOCAL AGENCY (IF ANY)	TOTAL
Phase 2A Construction	$3,379,169.89	$ 5,353,923	$8,733,092.89
TOTAL BUDGET COST			$8,733,092.89

ESTIMATED PROJECT COSTS:

ITEM DESCRIPTION	TAKEOFF QUANTITY	TOTAL COST	MAT FUNDS
PHASE 2A			
Project Management	1 LS	$ 893,872.50	
Surveying	1 LS	$ 135,044.24	
Structural Concrete (paving finishes)	1 LS	$ 1,600,225.09	$ 1,600,225.09
Misc. Metals	1 LS	$ 1,192,500.00	$ 375,815.74
Exterior Painting	1 LS	$ 100,000.00	
Electrical Systems (cross walk, traffic signal)	1 LS	$ 1,403,129.06	$ 1,403,129.06
Shoring	1 LS	$ 229,420.00	
Unit Paving	1 LS	$ 76,482.50	
Site Furnishings	1 LS	$ 241,721.25	
Landscaping & Irrigation	1 LS	$ 431,023.75	
Underground Utilities	1 LS	$ 76,540.00	
General Requirements: Temporary Utilities, Safety, Health,	1 LS	$ 946,972.63	
Fee: Flat Fee for Service based on usage and time spent	1 LS	$ 794,801.38	
Tunnel Lid Electrical	1 LS	$ 309,590.99	
Tunnel Lid & Sankofa Coord	1 LS	$ 112,500.00	
GRAND TOTAL		**$ 8,543,823.39**	**$3,379,169.89**

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
CONSTRUCTION PHASE 2A	08/04/25	04/07/26	248d

PROJECT MAP:

CITY OF LOS ANGELES
CALIFORNIA

LAura Rubio-Cornejo
GENERAL MANAGER

DEPARTMENT OF TRANSPORTATION
100 South Main Street, 10th Floor
Los Angeles, California 90012
(213) 972-8470
FAX (213) 972-8410

KAREN BASS
MAYOR

April 11, 2025

Jacob Lieb, Senior Director, First/Last Mile Planning
Countywide Planning and Development
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Subject: **REQUEST TO REPROGRAM FUNDS FROM THE CITY OF LOS ANGELES WESTERN/STAUSON MAT (PROJECT ID#: C1208) PROJECT TO DESTINATION CRENSHAW PROJECT (NEW PROJECT)**

Dear Jacob,

The City of Los Angeles is hereby requesting the reprogramming of all unspent funds from the MAT funded Western/Slauson Project, Funding Agreement Number FA#: 9200000000MATC1208, to the Destination Crenshaw Project (new project). The City will seek supplemental funding to fulfill the obligations of the Western/Slauson Project, and desires to repurpose these funds to fill a substantial funding gap for the Destination Crenshaw Project.

The Destination Crenshaw Project is a transformation of 1.3 miles of public space along Crenshaw Blvd, to create a permanent cultural monument celebrating Crenshaw as the center of Black Los Angeles. The project is a community-driven initiative to enhance pedestrian safety & comfort, improve access to Metro's K-Line, and prepare the neighborhood to benefit from the influx of visitors that will travel down the boulevard during the 2028 Olympics.

Reprogrammed funds will be used to build pedestrian-focused hardscape, crosswalk, lighting, and landscaping improvements on Crenshaw Blvd. between Vernon Ave. and 60th St. This includes the construction of a landscaped tunnel lid above the Metro K-Line at Crenshaw & Brynhurst Avenue, which will act as a pedestrian refuge area for people walking to and from Sankofa Park, the largest public space in the Destination Crenshaw project. This scope also includes the necessary civil and landscaping work to cut tree wells, install irrigation, install pavers, add signage, and plant landscaping and 191 shade trees along Crenshaw Blvd to improve the experience for pedestrians walking to the various destinations along the street, including businesses, various Metro rail and bus stops, and around 2,000 housing units recently built or planned in the area.

The project plans for Destination Crenshaw are fully designed, permitted, and prepared for construction.

Please contact me at carlos.rios@lacity.org if you have any questions or concerns.

Sincerely,

Carlos Rios

Carlos Rios
Principal Transportation Engineer

c: Joanne Kim, Chief of Staff, City of Los Angeles Council District 8
Kevin Minne, Assistant General Manager, Department of Transportation
Shirley Lau, Assistant Director, Bureau of Street Services

MINUTES

Thursday, May 22, 2025

10:00 AM

Board of Directors - Regular Board Meeting

DIRECTORS PRESENT:
Janice Hahn, Chair
Fernando Dutra, 1st Vice Chair*
Jacquelyn Dupont-Walker, 2nd Vice Chair
Karen Bass
Lindsey Horvath
Holly J. Mitchell
Ara J. Najarian
Tim Sandoval
Hilda Solis
Gloria Roberts, non-voting member

Stephanie Wiggins, Chief Executive Officer

***Attended virtually under AB2449**

CALLED TO ORDER: 10:21 A.M.

ROLL CALL

1. APPROVED Consent Calendar Items: 2, 6, ~~7~~, 8, 9, 11, 12, 13, 14, 15, 17, 19, 21, 22, ~~29,~~ 30 and 31.

Consent Calendar items were approved by one motion, except item 7, which was withdrawn, and item 29, which was approved under reconsideration.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	Y	Y	Y	A	A	A	Y	Y	A	A	Y

**Voting Deviations:*
Item 14 – the following Director was conflicted: HJM

2. SUBJECT: MINUTES **2025-0440**

APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held April 24, 2025.

3. SUBJECT: REMARKS BY THE CHAIR **2025-0438**

RECEIVED remarks by the Chair.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
P	P	P	P	P	A	A	A	P	P	A	A	P

4. SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER **2025-0439**

CARRIED OVER TO JUNE 2025:

~~RECEIVED report by the Chief Executive Officer.~~

KB = K. Barger	FD = F. Dutra	IP = I. Padilla	KY = K. Yaroslavsky
KRB = K.R. Bass	JH = J. Hahn	AJN = A.J. Najarian	
JB = J. Butts	LH = L. Horvath	TS = T. Sandoval	
JDW = J. Dupont Walker	HJM = H.J. Mitchell	HS = H. Solis	

LEGEND: Y = YES, N = NO, A = ABSENT, C = CONFLICT, ABS = ABSTAIN, A/C = ABSENT/CONFLICT, P = PRESENT

6. SUBJECT: 2028 OLYMPIC AND PARALYMPIC PROGRESS REPORT **2025-0265**

APPROVED ON CONSENT CALENDAR:

A. RECEIVING AND FILING the 2028 Mobility Concept Plan (MCP) Progress Report; and

B. AMENDING the 2022 Prioritized Mobility Concept Plan (MCP) project list to include the Pomona Fairplex Metrolink Station Improvements Project as part of the Rail project mode/type.

7. WITHDRAWN: GAMES SUPPORT SERVICES **2025-0247**

~~AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a firm fixed unit rate, task order based Contract No. PS127282000 with Mott MacDonald Group, Inc. to provide Games Support Services to support Metro's planning for the 2028 Games for a period of four years in an amount not to exceed (NTE) $42,043,610, subject to resolution of any properly submitted protest(s), if any.~~

8. SUBJECT: INCREASING ACCESS TO THE OLYMPIC AND PARALYMPIC GAMES THROUGH FAN ZONE ACTIVATIONS AND MULTI-MODAL TRANSPORTATION OPTIONS MOTION **2025-0417**

APPROVED ON CONSENT CALENDAR Motion by Solis, Dupont-Walker, and Hahn that the Board direct the Chief Executive Officer to:

A. Work with the Los Angeles County Chief Executive Office, Los Angeles County Department of Parks and Recreation, Los Angeles County Department of Economic Opportunity, Los Angeles County Department of Arts and Culture, the City of Los Angeles and other local jurisdictions, and community-based organizations and groups, to identify potential fan zones for the 2028 Games that are:

   1. Geographically spread across the region;

   2. Accessible by high-quality, high-frequency transit and multi-modal options;

   3. Integrated with strong first/last mile connections;

   4. Reflective of local culture and community; and

   5. Coordinating ensuring there is no competition for the same communities.

(continued on next page)

(Item 8 – continued from previous page)

B. Report back within 120 days on initial planning steps, including coordination efforts, potential locations, community engagement strategies, and how existing and planned transit infrastructure can be leveraged to support fan zone access. The report back will include:

1. Recommendations on how the fan zones can support broader community goals, including the promotion of active transportation, open streets, and introducing new riders to transit - both residents and visitors alike;

2. A plan on how to implement existing funds that have been secured to make El Monte Transit Center a fan zone/mobility hub and partners that are being onboarded to support this fan zone; and

3. Opportunities for Metro to uplift or enhance local multi-modal transportation to and from fan zones and Olympic and Paralympic venues in the broader Los Angeles County community.

9. SUBJECT: FEASIBILITY STUDY FOR WATER TAXI SERVICE BETWEEN SAN PEDRO AND LONG BEACH MOTION 2025-0418

APPROVED ON CONSENT CALENDAR Motion by Hahn, Bass, Dutra, Dupont-Walker, and Butts that the Board direct the Chief Executive Officer to:

A. Initiate conversation and coordination with Long Beach Transit and the Port of LA to assess existing services and explore the feasibility of establishing a water taxi service to connect San Pedro and Long Beach in preparation for the 2028 Summer Olympic and Paralympic Games. This study shall include:

1. Route Identification: Evaluate optimal and safe routes for operation between San Pedro and Long Beach, considering factors such as navigational safety, environmental impact, and accessibility;

2. Infrastructure Assessment: Assess potential docking facilities, terminals, and necessary infrastructure upgrades to support the proposed water taxi/ferry service;

3. Financial Analysis: Estimate capital and operating costs associated with extending, establishing, and maintaining the water taxi service during and after the 2028 Summer Olympic Games. Include revenue projections, and potential local, state, and federal funding sources that could be eligible for operating and capital costs;

(continued on next page)

(Item 9 – continued from previous page)

4. Partnership Opportunities: Identify opportunities for public and private partnerships to support the development and operation of the water taxi service;

5. Jurisdictional Governance: Identify any maritime (e.g. Coast Guard) regulations, environmental permits (e.g. Coastal Commission), etc that would govern such service;

6. Ridership Demand: Develop a service plan and estimate demand for service based on seasons, travel time, convenience, etc.; and

7. Passenger Transport: Evaluate vessel type and capacity for such use that can accommodate demand, water depth, customer comfort, and safety and operational requirements.

B. Consult with local labor unions and subject matter experts- including, but not limited to, unions representing maritime workers, transportation operators, and dock personnel;

C. Recommend technical, financial, and other ways that Metro could support the establishment or expansion of a water taxi between San Pedro and the City of Long Beach; and

D. Report back on the above action items in 90 days.

10. SUBJECT: RAIL TO RIVER ACTIVE TRANSPORTATION CORRIDOR SEGMENT B 2025-0141

APPROVED AS AMENDED:

A. the proposed Metro Rail to River Active Transportation Corridor Segment B Project (Segment B) to be implemented in coordination with the Randolph Corridor Active Transportation (AT) Project being led by the City of Commerce;

B. the programming of $3.15 million from the Measure R Program for Segment B as an Initial Investment Priority identified in the Long Beach-East Los Angeles Corridor Mobility Investment Plan (LB-ELA CMIP) to local jurisdiction(s), including the City of Commerce and/or Bell;

C. AUTHORIZING the Chief Executive Officer (CEO) or their designee to enter into the necessary funding agreement and/or amend an existing funding agreement with local jurisdiction(s) to implement Segment B; and

(continued on next page)

(Item 10 – continued from previous page)

D. AUTHORIZING the CEO to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Planning and Research to fulfill the California Environmental Quality Act (CEQA) requirements for a Categorical Exemption (CE).

AMENDMENT BY DUTRA, HAHN, MITCHELL, AND SOLIS:

E. Seamless Transition from Segment A to Metro A Line Slauson Station to Segment B:

1. Coordinate with the project sponsors to evaluate the feasibility of extending Segment A east past Long Beach Ave. to Santa Fe Ave. for a more seamless connection to the Metro Slauson A Line Station and Segment B starting on Randolph Street;

2. Coordinate with the County of Los Angeles to enhance the connection within their jurisdiction between Segment A and Segment B that includes, but is not limited to:

   a. Improved railroad tracks and pavement infrastructure for cyclists to cross safely at the intersection of Randolph and Holmes;

   b. Improved bikeway intersection design at Randolph and Holmes that minimizes potential conflicts with vehicles and increases bicyclist and other vulnerable roadway user visibility and safety, incorporating NACTO-recommended intersection design treatments, like physical barriers, pavement materials, and pavement striping, to enhance safety and comfort for people of all ages and abilities, including the use of protected bike lanes, toucan crossings/"crossbikes," and any other potential best practice interventions; and

   c. Improved connection from the end of Segment A and start of Segment B based on user experience and feedback.

F. Secure Additional Funding: Coordinate with the project sponsors to identify and evaluate potential local, state, federal, and private funding sources to support the integration of the below enhancements into the current Rail to River Segment B and Randolph Corridor Active Transportation Project scopes. This includes, but is not limited to, programs such as Active Transportation Program (ATP), Safe Streets and Roads for All (SS4A), San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Proposition 4 funds, and regional discretionary grant opportunities that align with the project delivery schedule.

(continued on next page)

(Item 10 – continued from previous page)

G. Additional Priority Improvements: Coordinate with project sponsors to evaluate improvements that have community and project sponsor support that may be competitive for additional funding allocations such as:

1. Safe biking and walking infrastructure, including Class II bike lanes and wider sidewalks to better address pedestrians, bicyclists, and Metro bus and rail riders needs;

2. Enhanced lighting to improve visibility and public safety;

3. ADA accessibility throughout the corridor;

4. Updated traffic signals with dedicated bicycle and pedestrian improvements;

5. Clear and consistent wayfinding and safety signage for all users; and

6. Greening/landscaping and street trees.

H. City Outreach: Coordinate with the project sponsors to conduct focused outreach and engagement with the cities directly impacted by Segment B, including Huntington Park, Bell, Maywood, and Commerce, and request that the cities of Huntington Park and Bell consider adopting Class II or Class IV bike lanes to improve bicyclist and pedestrian safety and to improve facility consistency. Summarize key feedback and priorities from these meetings and report back to the Board in September 2025.

I. Coordination with the Southeast Gateway Line: Report back to the Board in September 2025 on how planning for Segment B is being coordinated with the Southeast Gateway Line program management team to ensure alignment in design, land use integration, and multimodal connectivity.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	Y	Y	Y	A	A	A	Y	Y	A	A	Y

11. SUBJECT: HIGH DESERT CORRIDOR FY26 WORK PROGRAM **2025-0166**

APPROVED ON CONSENT CALENDAR:

A. $11,937,350 in Measure M High Desert Multipurpose Corridor (HDMC) funds identified in the Expenditure Plan for Right-Of-Way (ROW) acquisition to be repurposed to the High Desert Corridor (HDC) Joint Powers Agency (JPA) for the Fiscal Year 2026 (FY26) work program; and

B. AUTHORIZING the Chief Executive Officer (CEO) or their designee to negotiate and execute all necessary funding agreements with the HDC JPA.

12. SUBJECT: FIRST/LAST MILE PLAN FOR THE NORTH HOLLYWOOD TO PASADENA BUS RAPID TRANSIT CORRIDOR PROJECT **2025-0167**

ADOPTED ON CONSENT CALENDAR the First/Last Mile Plan for the North Hollywood to Pasadena Bus Rapid Transit Corridor Project.

13. SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM UPDATE - WESTSIDE CITIES SUBREGION **2025-0244**

APPROVED ON CONSENT CALENDAR:

A. programming of $2,709,031 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Subregional Equity Program (Expenditure Line 68); and

B. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements and/or amendments for approved projects.

14. SUBJECT: TRANSIT ORIENTED COMMUNITIES ECONOMIC DEVELOPMENT PROGRAM PILOT INVESTMENT FUND PROGRAM ADMINISTRATOR **2025-0324**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer (CEO) to award a firm fixed price Contract No. PS122552000 to Vermont Slauson - LDC, Inc. for the administration of the Transit Oriented Communities Economic Development Program (EDP) Pilot Investment Fund (Fund) in the amount of $1,370,495 for the three-year base term, $310,740 for the first option year, and $253,745 for the second option year, for a total combined contract amount of $1,934,980, effective June 1, 2025, subject to the resolution of any properly submitted protest(s), if any.

15. SUBJECT: MEASURE M METRO ACTIVE TRANSPORT, TRANSIT AND FIRST/LAST MILE (MAT) PROGRAM UPDATE **2025-0376**

APPROVED ON CONSENT CALENDAR:

A. REALLOCATING a Measure M Metro Active Transport, Transit and First/Last Mile (MAT) project funding award for the Western/Slauson project to a new project, Crenshaw Boulevard First/Last Mile Improvements, in the amount of $3,379,169.89;

(continued on next page)

(Item 15 – continued from previous page)

B. WAIVING program eligibility and competitive selection procedures specific to awarding funding to Crenshaw Boulevard First/Last Mile Improvements; and

C. AUTHORIZING the Chief Executive Officer (CEO), or their designee, to negotiate and execute all necessary agreements and/or amendments for approved projects.

17. SUBJECT: SOUTHEAST GATEWAY LINE PHASE 2 - CREATING HOUSING AND OPPORTUNITY THROUGH TRANSPORTATION AND PARTNERSHIP MOTION **2025-0419**

APPROVED ON CONSENT CALENDAR Motion By Solis, Bass, Hahn and Yaroslavsky that the Board adopts a position supporting the City of Los Angeles and the County of Los Angeles in their efforts to establish an Enhanced Infrastructure Financing District (EIFD) along portions of the project's alignment.

FURTHER that the Board directs the CEO to:

A. At the commencement of the environmental review for the project direct staff to:

1. Prioritize investigations for the LAUS segment that includes an underground alignment through downtown Los Angeles north of the 1-10 freeway;

2. Ensure that persons staying in the Skid Row area, and other housing-insecure residents living along the alignment, have access to housing and supportive services during project construction;

B. Direct staff to coordinate with the City of Los Angeles and the County of Los Angeles in their efforts to establish an EIFD to:

1. Provide an additional funding source for the LAUS through Downtown Los Angeles segment, either as a repayment source for Metro's financing or to offset project costs; and

2. Through a framework that is centered on community benefits, discuss and collaborate on all future potential transit-oriented developments, first/last mile planning and implementations, and affordable housing and joint development opportunities.

18. SUBJECT: FISCAL YEAR 2026 (FY26) PROPOSED BUDGET **2025-0183**

APPROVED:

A. ADOPTING the proposed FY26 Budget as presented in the budget document (provided in a separate transmittal and posted on metro.net <https://www.metro.net/about/financebudget/>);

1. AUTHORIZING $9.4 billion annual consolidated expenditures to achieve goals and objectives set forth by the Board adopted mission and goals;

2. AUTHORIZING a total of 11,821 FTEs, of which 9,616 are Represented FTEs and 2,205 are Non-Represented FTEs;

3. AUTHORIZING an average 4% performance-based merit increase for Non-Represented employees. The wage increases for Represented employees, in accordance with the pre-negotiated Collective Bargaining Agreements, is an average 4.0%;

4. AUTHORIZING a 5% adjustment to current Non-Represented job pay grade levels to reflect best practice;

5. APPROVING the Life of Project (LOP) budgets for new capital projects; new capital projects with LOP exceeding $5.0 million are presented in;

6. AMENDING the proposed budget to include any Board approved actions currently under consideration from now to the end of the fiscal year (June 30, 2025);

B. the Reimbursement Resolution declaring Metro's intention to issue debt in FY26 for capital projects, with the provision that actual debt issuance will require separate Board approval; and

C. RECEIVING AND FILING response to Board Motion 25 - Addressing Rider Feedback from Telephone Hall.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	Y	Y	Y	A	A	Y	Y	Y	A	A	Y

19. SUBJECT: MEASURE M INDEPENDENT TAXPAYER OVERSIGHT COMMITTEE SELECTION **2024-1112**

APPROVED ON CONSENT CALENDAR the following nominees for the Measure M Independent Taxpayer Oversight Committee (MMITOC):

A. Jesse Soto, the recommended nominee for area of expertise B, municipal/public finance and/or budgeting professional; and

B. Michael Moore, the recommended nominee for area of expertise C, transit professional with experience in senior-level decision-making in transit operations and labor practices.

21. SUBJECT: RAIL STATION NAME FOR WESTSIDE PURPLE (D LINE) EXTENSION, SECTION 2 (CITY OF BEVERLY HILLS) **2025-0175**

ADOPTED ON CONSENT CALENDAR the staff recommendation for the official station name for the City of Beverly Hills station on Metro Rail's Purple (D Line) Extension Section 2:

- Official Station Name - Beverly Dr
- Operational Station Name - Beverly Dr

22. SUBJECT: DEPARTMENT OF JUSTICE RESOLUTION **2025-0276**

AUTHORIZED ON CONSENT CALENDAR the resolution with the Department of Justice (DOJ) required for Metro to receive federal criminal history and subsequent arrest reports for designated personnel hired for the Transit Community Public Safety Department (TCPSD).

29. SUBJECT: HIGH-DENSITY STORAGE SYSTEM **2025-0191**

APPROVED UNDER RECONSIDERATION BY TWO-THIRDS VOTE OF THE BOARD:

A. FINDING that after rejecting all bids for a High-Density Storage System solicited under Public Utilities Code (PUC) section §130232 the equipment may be purchased at a lower price on the open market; and

B. AUTHORIZING the Chief Executive Officer to award a firm fixed price Contract No. OP119312(3)000 to Southwest Material Handling, Inc., pursuant to PUC §130233, for the High-Density Storage System in the amount of $889,636.50 inclusive of sales tax, subject to the resolution of any properly submitted protest(s), if any.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	Y	Y	Y	A	A	Y	Y	Y	A	A	Y

30. SUBJECT: HI-RAIL BUCKET UTILITY TRUCKS 2025-0216

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award the firm fixed-price Contract No. DR127482000 to Los Angeles Truck Center (DBA Velocity Truck Centers, the lowest responsive and responsible bidder for the four Hi-Rail Buckets Trucks in the amount of $1,868,474.94, inclusive of sales tax, and subject to the resolution of any properly submitted protest(s), if any.

31. SUBJECT: P3010 LIGHT RAIL VEHICLE HIGH-SPEED CIRCUIT BREAKER OVERHAUL SERVICES 2025-0226

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a firm fixed price Contract No. OP123944000 to Toyo Denki Railway Services, LLC., in the amount of $2,721,997.50 to transport, inspect, overhaul, and test Metro's P3010 High Speed Circuit Breaker (HSCB) assembly, subject to the resolution of any properly submitted protest(s), if any

32. WITHDRAWN: METRO BIKE SHARE PROGRAM 2024-1133

~~AUTHORIZE the Chief Executive Officer to:~~

~~A. AWARD a firm fixed unit rate Contract No. PS124715000 to Lyft Bikes and Scooters, LLC to provide the Metro Bike Share (MBS) program services in the Not-To-Exceed (NTE) amount of $86,845,569 for the five-year and six-month base term, $42,119,497 for the first three-year option term, $46,403,975 for the second three-year option term, and $22,879,834 for optional expansions to other jurisdictions for a total NTE contract amount of $198,248,875, subject to the resolution of properly submitted protest(s), if any; and~~

~~B. EXECUTE individual contract modifications within the Board approved contract modification authority.~~

~~**MITCHELL AMENDMENT:**~~

~~C. Report back in November 2025 and annually thereafter on:~~

~~1. Development and implementation of the Good Neighbor Policy, non-smartphone and non-credit card payment options, and options for unbanked individuals;~~

~~2. Performance of the Metro Bike Share program, including performance requirements tied to liquidated damages, and development and implementation of the public-facing dashboard on performance metrics;~~

(continued on next page)

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~~3. Lyft's utilization of BikeHub's union members of Transport Workers' Union;~~

~~4. Plan for sustainably recycling and disposing end-of-life bikes and e-bikes;~~

~~5. Plan and implementation of grant and non-grant related service expansion, including outreach to local jurisdictions for participation in the Metro Bike Share program; and~~

~~6. Funding plan to expand the Metro Bike Share program.~~

34. SUBJECT: PUBLIC HEARING ON RESOLUTIONS OF NECESSITY FOR EAST SAN FERNANDO VALLEY LIGHT RAIL TRANSIT PROJECT **2025-0113**

ADOPTED BY TWO-THIRDS VOTE OF THE BOARD the proposed Resolutions of Necessity authorizing the commencement of eminent domain actions to acquire the Fee Simple Interest and/or the Improvements Pertaining to Realty ("IPR") for the properties identified and described as follows:

1. 14523-14533 Keswick Street, Van Nuys, CA, APN: 2210-030-007, 2210-030-008, 2210-030-030, and 2210-030-031; (E-001)

2. 14603-14605 Keswick Street, Van Nuys, CA, APN: 2210-030-009, 2210-030-010, 2210-030-014, and 2210-030-016; (E-003)

3. 14660 Raymer Street and 14663 Keswick Street, Van Nuys, CA, APN: 2210-025-008, -009, & -034; (E-013)

4. 14742 Raymer Street, Van Nuys, CA, APN: 2210-025-045; (E-016)

5. 14746 Raymer Street, Van Nuys, CA, APN: 2210-025-048; (E-019)

The interests being acquired in the above-listed properties are referred to herein as the "Property Interests."

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	Y	Y	Y	A	A	Y	Y	Y	A	A	Y

35. SUBJECT: RATIFICATION OF HR5000 HEAVY RAIL VEHICLE (HRV) CONTRACT AND THE A650 HRV REFURBISHMENT CONTRACT **2025-0455**

APPROVED:

A. RATIFYING the procurement and award of Contract No. OP239906000HR5000 (HR5000 Contract) to the Hyundai Rotem USA Corporation (Hyundai Rotem), and the HR5000 Contract as amended by Modifications 1-3 for the manufacturing and delivery of 182 new heavy rail vehicles (HRVs), in the amount of $663,688,303 for the base contract buy, exclusive of one contract option for an additional 50 HRVs, totaling 232 HRVs for a total of $730,057,133;

B. RATIFYING the procurement and award of Contract No. OP245126000A650HRV (A650 Contract) to Woojin IS America (Woojin), and the A650 Contract as amended by Modifications 1-3 for the refurbishment of 74 A650 HRVs, in the amount of $213,587,542.63 for 70 base HRVs, and one contract option for an additional 4 HRVs, totaling 74 HRVs; and

C. ADOPTING the resolutions, affirming that modifications made to the HR5000 and A650 Contracts to bring the Contracts into compliance with the Manufacturing Careers Policy (MCP) are consistent with Metro's goals to implement the MCP into the HR5000 and A650 Contracts, and do not fundamentally alter the HR5000 and A650 Contracts so as to warrant rebidding the contracts.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	A	Y	Y	A	A	Y	Y	Y	A	A	Y

36. SUBJECT: CLOSED SESSION **2025-0444**

A. <u>Conference with Real Estate Negotiator - Government Code 54956.8</u>

1. Property: 6000 Wilshire Boulevard, Los Angeles, CA 90036
   Agency Negotiator: Craig Justesen, EO Real Estate
   Negotiating Party: Mark A. Mitchell, Chief Financial Officer
   Under Negotiations: Price and Terms

   NO REPORT.

2. Property: 1100 Veterans Avenue, Los Angeles, CA 90024
   Agency Negotiator: Craig Justesen, EO Real Estate
   Negotiating Party: Robert Gray, Executive Director
   Under Negotiations: Price and Terms

   NO REPORT.

(continued on next page)

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B. Conference with Legal Counsel - Existing Litigation - Government Code 54956.9(d)(1)

1. Ricardo Moreno v. LACMTA, Case No. 21STCV06310

   APPROVED settlement in the amount of $3,000,000.

FD	JDW	LH	TS	HS	JB	KB	KRB	AJN	HJM	KY	IP	JH
Y	Y	A	Y	Y	A	A	Y	Y	Y	A	A	Y

2. LACMTA v. TY Lin International, Inc., et al., Case No. 24STCV33121

   NO REPORT.

C. Conference with Legal Counsel - Anticipated Litigation - Government Code 54956.9(d)(2)
Significant Exposure to Litigation (One case)

NO REPORT.

D. Conference with Labor Negotiator - Government Code 54957.6
Agency Designated Representatives: Cristian Leiva, Dawn Jackson-Perkins
Employee Organizations: AFSCME and Teamsters

NO REPORT.

ADJOURNED AT 2:20 P.M. IN HONOR OF MEMORIAL DAY, HONORING THOSE WHO GAVE THEIR LIVES FOR SERVICE FOR OUR COUNTRY.

Prepared by: Jennifer Avelar
Sr. Administrative Analyst, Board Administration

Collette Langston, Board Clerk

DESTINATION CRENSHAW

FROM: Jason Foster, Destination Crenshaw

TO: City of Los Angeles, Bureau of Engineering

CC: Russ McDaniel, Destination Crenshaw Owner's Representative

DATE: October 22, 2025

RE: Destination Crenshaw Payables - Justification of funds allocation

Destination Crenshaw respectfully requests additional funding of $15,800,914, per the guidelines stipulated under the following provisions:

1. CTIEP – Fund 100/54: $9,833,579

Purpose:

- Construction of Public Right-of-Way and Public Property per approved plans
- Public art design, fabrication, site preparation activities, and commission installation
- Architectural design, art curation, and exhibition design

Application: This funding supports the construction of Sankofa Park and Tunnel Lid in accordance with B-permit-approved documents, including site preparation, lighting, electrical design, and exhibition elements. The funds will be used to complete structural work, lighting systems, architectural and curatorial coordination, and the finalization of Phase 2, 2A, and Phase 3 deliverables.

2. Raise LA Fund – Fund 67H/50: $2,268,430

Purpose: Construction of public right-of-way and public property per approved plans.

Application: Applied to Tunnel Lid and Streetscape Construction, including installation of crosswalks, pedestrian lighting, landscaping, and tree restoration. This aligns with the Raise LA Fund's objective to advance equitable investment in historically underserved communities through capital infrastructure and public right-of-way improvements.

3. Measure R Local Return Fund – Fund 51Q/94: $2,988,746

Purpose: Construction of public right-of-way and public property per approved plans.

Application: This application supports Tunnel Lid and Streetscape construction along Crenshaw Boulevard, including installing crosswalks, curb ramps, pedestrian safety improvements, and lighting per the approved plans. These activities align with Measure R Local Return guidelines and address mobility and accessibility enhancements within the corridor.

4. Engineering Special Services Fund – Fund 682/50: $710,159

Purpose: Construction of public right-of-way and public property per approved plans.

Application: Dedicated to Tunnel Lid and Streetscape construction activities, including electrical and landscaping scopes and associated construction management coordination. This allocation ensures engineering oversight and compliance with City design standards and specifications.

Destination Crenshaw respectfully requests that the payment allocation be accepted under the existing advance payment process, per the applicable allowable and unallowable cost requirements.

Please don't hesitate to contact me directly if you need additional information or wish to schedule a meeting to discuss this request further.

Thank you for your consideration.

Jason Foster
President & CEO
Destination Crenshaw

DESTINATION CRENSHAW

FROM:	Jason Foster, Destination Crenshaw
TO:	City of Los Angeles, Bureau of Engineering
CC:	Russ McDaniel, Destination Crenshaw Owner's Representative
DATE:	June 18, 2025
RE:	LACMTA MAT & Retention Release - Justification of funds allocation

Destination Crenshaw respectfully requests additional funding for $3,353,774, per the guidelines stipulated under the LACMTA MAT provisions, and $1,532,620 in Retention Release due to completed scopes of work in the existing LA City Contract agreement (Total amount $4,886,394).

LACMTA MAT

The MAT allocation request supports restarting construction at the Sankofa Park Tunnel Lid site and aligns with the objectives of the LACMTA programs, including city beautification, enhancement of community services, and overall improvement of the quality of life for CD8 residents and all Angelenos.

The requested funds are based on direct project costs that have arisen across multiple scopes of work, including but not limited to the following:

Completion of Construction for Phase 2A Tunnel Lid Park and Phase 3 Corridor Street Beautification (along and near Crenshaw Boulevard):

- Structural Concrete – $1,786,716.07
- Miscellaneous Metals – $62,386.93
- Electrical Services – $1,504,671.00

Retention Release

The request to release retention for completed scopes of work acknowledges the progress made since the contract's original execution in 2018 and the public funding designated to each aspect of the Destination Crenshaw project. The schedule below summarizes the funds allocated to each completed scope item in the current payment schedule (Exhibit F), understanding that Destination Crenshaw has proactively issued the retention amount for each completed item due to the increased scope size since the original allocation date.

Expense	Funds Allocated	Date of Contract Execution	Scope Value at Contract/ Amendment Date	Current Scope Value	% of Original Scope	Fund Allocated % of Scope
Perkins & Will Design Fees	$ 1,500,000	11/25/19	$1,242,000.00	$10,568,996.00	100%	14%
Construction Cost	$ 1,000,000	3/31/22	$2,595,866.00	$8,072,271.00	20%	12%
Perkins & Will Design Fees	$ 135,390	11/25/19	$1,242,000.00	$10,568,996.00	100%	1%
Owner's Representative Fees	$ 76,900	11/25/19	$16,500 per month	$64.000 per month	100%	7%
PCL Construction Fees - Testing, Mapping, Mobilization	$ 95,000	11/25/19	$474,250.00	$474,250.00	100%	20%
Artist Fees	$ 1,569,175	11/25/19	$7,199,042.00	$8,089,969.00	82%	19%
P&W Anticipated Design Fees	$ 150,900	11/25/19	$2,595,866.00	$10,568,996.00	100%	1%
Owner's Representative Fees	$ 211,475	11/25/19	$16,500 per month	$64.000 per month	100%	18%
P&W Anticipated Construction Administration Fee	$ 830,000	11/25/19	$1,242,000.00	$10,568,996.00	100%	8%
Outreach, Engagement, Comms	$ 1,150,000	11/25/19	$42,000 per month		100%	38%
Construction Costs	$ 2,746,850	3/31/22	$25,403,713.51	$42,325,587.00	95%	6%
Public Art	$ 2,877,711	3/31/22	$8,089,969.00	$8,089,969.00	82%	36%
Owner's Representative Fees	$ 69,210	3/21/22	$64.000 per month (est. $768,000 per year)		100%	9%
Outreach, Engagement, Comms	$ 126,378	3/21/22	$42,000 per month (est. $504,000 per year)		100%	8%
Sankofa Park Design Fees	$300,000	11/25/19	$1,242,000	$10,568,996	100%	3%
Sankofa Park	$14,200,000	11/25/19	$14,200,000	$42,325,587	100%	34%
Analysis and Planning Costs	$ 150,000	7/23/24	$150,000.00	$150,000.00	100%	100%
Construction	$ 500,000	7/23/24	$483,402.00	$483,402.00	95%	103%

LA City Agreement Scope Update

With the release of the retention, we also request that specific portions of the current contract scope be revised to acknowledge the progress of the Destination Crenshaw project, reduce the size of the payment schedule/scope, and provide additional transparency on the project timeline and completion date.

We have provided recommendations as a side-by-side comparison of the original contract language and the proposed amendments for each funding source related to the Sankofa Park and Crenshaw Corridor projects.

LA Metro Funding ($14,500,000)

- Original Language:

100% of the cost to complete construction of Sankofa Park per B-Permit, including General Conditions, Bonds & Insurance, Contractor's overhead/profit/fee, utility relocations, storm drain relocation, energizing and maintenance (e.g. water), plus $300,000 for Perkins & Will construction document fees.

- Proposed Amendment:

$14,500,000 for expenses to complete 34% of construction per B-Permit (same scope items), plus $300,000 for Perkins & Will fees.

2019 State Funding ($9,718,650)

- Original Language:

100% of decorative concrete pavers on both sides of Crenshaw Blvd, construction mobilization, administration, project management, artwork deposit, community engagement. $281,350 allocated for plan check/permit fees.

- Proposed Amendment:

No significant language change; clarifies scope and confirms funding allocation.

2019 City Funding ($1,500,000)

- Original Language:

Design fees.

- Proposed Amendment:

No Change.

2022 State Funding ($6,500,000)

- Original Language:

Pocket park construction, public artwork, exhibition & wayfinding signage, owner’s rep, and community outreach.

- Proposed Amendment:

- $2,746,851 – General Conditions & Construction Management (Sankofa Park)
- $2,877,712 – Design, fabrication, site prep, and commission installation
- $679,852 – Design, stakeholder engagement, exhibition installation
- $63,674 – Coordination meetings and communication
- $126,378 – Ongoing community outreach activities

2022 City Funding ($1,000,000)

- Original Language:

For public artwork installation.

- Proposed Amendment:

No Change.

2023 City Funding – ARRA ($307,000)

- Original Language:

For design and construction of parking lot (excluding bioswale/bioretention).

- Proposed Amendment:

No proposed amendment language provided.

2023 City Funding ($13,000,000)

- Original Language:

For Sankofa Park and/or 1.3 miles of street improvements, green space, and tree restoration (equity measure), per DCA's Schedule 24.

- Proposed Amendment:

Clarifies that $13,000,000 is for expenses towards the same scope as above (no change in intent).

2024 City Funding – BSL ($150,000)

- Original Language:

For analysis and planning of broadband infrastructure via BSL/HR&A.

- Proposed Amendment:

No Change.

2024 City Funding – LADOT ($500,000)

- Original Language:

For new traffic signals and crosswalks at specified intersections.

- Proposed Amendment:

$500,000 towards construction of signals and crosswalks at those locations.

2024 City Funding – AB1290 ($2,000,000)

- Original Language:

For traffic control costs related to TCTMC requirements (K-rail, fencing, consulting, implementation, fees).

- Proposed Amendment:

No Change.

2024 City Funding – ($5,766,142.37)

- Original Language:

For furthering the project scope in public right-of-way/public property per approved plans and funding restrictions.

- Proposed Amendment:

- $140,725 – Construction at Sankofa Park and Tunnel Lid
- $5,209,936 – Construction in public right-of-way/public property
- $415,481 – Construction of 54th Street & 50th Street East parking lots

Destination Crenshaw respectfully requests that the payment allocation be accepted under the existing advance payment process, per the applicable allowable and unallowable cost requirements.

Please don't hesitate to contact me directly if you need additional information or wish to schedule a meeting to discuss this request further.

Thank you for your consideration.

Jason Foster
President & COO
Destination Crenshaw