

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: December 3, 2025

To: Honorable City Council
c/o City Clerk, Room 395
Attention: Honorable Heather Hutt, Chair, Transportation Committee

From: Laura Rubio-Cornejo, General Manager 
Department of Transportation

Subject: **EXECUTE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LOS ANGELES
CLEANTECH INCUBATOR (LACI) FOR SOUTH LA ECO LAB, A TRANSFORMATIVE CLIMATE
COMMUNITIES (TCC) PROGRAM**

SUMMARY

The attached report was approved by the Mayor with ED3 waiver. This report is now referred to the City Council for review and approval.

RECOMMENDATION

That the City Council, in concurrence with the Mayor:

Authorize LADOT to enter into an agreement with Los Angeles Cleantech Incubator (LACI) for a term from July 24, 2023 to March 31, 2029, with an amount not to exceed \$3,267,460, for implementation of the e-bike lending library project funded by the Transformative Climate Communities (TCC) grant South LA EcoLab.

BACKGROUND

In May 2021, LADOT launched the Universal Basic Mobility (UBM) Pilot in South LA by securing funding through the California Air Resources Board Sustainable Transportation Equity Project (CARB STEP) for Phase I of LADOT's UBM Pilot (CF 20-1041). LADOT's UBM pilot program is a collaborative effort with several South LA partners including South LA community based organizations and the City of Los Angeles.

In July 2022, Community Partners proposed a \$35 million project for the Round 4 TCC grant in South LA called the South LA Eco Lab. On October 27, 2022, the California Strategic Growth Council announced the Round 4 TCC grant awardees. South LA Eco-Lab was awarded the entire proposed budget of \$35 million, the highest amount awarded to an implementation grantee. As a partner in the South LA Eco-Lab, LADOT was awarded \$6.2 million (of the total \$35 million) for Phase II of LADOT's UBM Pilot.

On September 14, 2023, LADOT submitted a request to accept these competitive grant funds as a subgrantee to Community Partners, in accordance with Mayor Villaraigosa's Executive Directive 3 (ED3) . On May 13, 2024, Community Partners and LADOT executed the TCC Subaward Agreement (C-145397),

for LADOT to receive grant funds from the Round 4 TCC Implementation Grant to implement mobility projects, including the e-bike library.

The Round 4 TCC Program Guidelines require grantees to leverage additional funding sources that equate to at least 50% of the total grant award. As a condition of receiving the grant funds as a subgrantee, the City of Los Angeles committed to providing a total of \$1,417,775 in additional leverage funding on the e-bike library project in the TCC Subaward Agreement. LADOT identified sufficient additional funding to support the implementation of the e-bike library project, including \$250,000 from Measure R and \$600,000 from the Bikeshare Capital funds.

DISCUSSION

LADOT was awarded \$2,568,460.00 in TCC grant funds to continue operation of the e-bike library program in South LA for two years. The program has two phases. The first two years of operations were led by LACI, a subapplicant to LADOT for the CARB STEP grant (CF 20-1041). The e-bike library launched in April 2024 with 250 bikes and was scheduled to conclude in December 2025 unless additional funding was secured. In Phase I (2024-2025), residents of South LA leased e-bikes on a monthly basis at no cost from participating Community Management Partners (CMPs), such as neighborhood bike shops and transportation advocacy organizations. Since launch, users have logged over 11,000 trips and 21,000 miles. An additional two years of operations (Phase II) are funded through the Round 4 TCC Grant, which will continue the e-bike library and other UBM projects in South LA until 2028 (CF 22-0659). This contract will authorize LACI to manage another two years of ebike library starting in January 2026. A lapse in contract execution will pause the operation and funds to this program and will incur additional cost to the City. LADOT is requesting a term from July 24, 2023 to March 31, 2029, the duration of the TCC grant term, to allow LACI to bill for the work that has already been completed on this grant.

At the conclusion of the TCC-funded Phase II in 2028, LADOT's contractor LACI will transfer ownership of the e-bikes to CMPs for continued operation of the program in South LA.

FISCAL IMPACT

The TCC Implementation grant requires leveraged funding in an amount at least 50% of the total grant funding. LADOT identified \$67,775 of in-kind staff time, \$250,000 in Measure R funds, \$600,000 in Bikeshare Capital Funds, and \$500,000 in CARB STEP match funds to support project implementation. There is no additional anticipated impact on the General Fund since the South LA Eco-Lab projects are expected to be completed within the approved budget.

Table 1 details the leveraged funding and sources for the project, previously approved by Council in LADOT's report dated November 28, 2024. The grant requires project implementation by June 2028, and LACI's implementation start date of Phase II is contingent upon approval of the contract.

Table 1: Leveraged Funding Sources

Leverage Funding Sources	Amount
In-kind Staff Time - Measure M	\$67,775.00

Bicycle Plan - Measure R	\$250,000.00
Bikeshare Capital Funds - Local Transportation Fund	\$600,000.00
CARB STEP Match	\$500,000.00
TOTAL	\$1,417,775.00

LRC:TC:rg/ss

Attachment: Mayor's Memo, Draft LACI Contract

TRANSMITTAL

TO
Department of Transportation

DATE
11/25/2025

FROM
The Mayor

REQUEST TO EXECUTE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LOS ANGELES CLEANTECH INCUBATOR (LACI) FOR SOUTH LA ECO LAB, A TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) PROGRAM

Approved, ED3 waived, and transmitted for further processing.



MAYOR
(Mitch Kamin for)

CITY OF LOS ANGELES
INTER-DEPARTMENTAL MEMORANDUM

Date: November 17, 2025

To: Honorable Karen Bass, Mayor
Office of the Mayor
Attention: Legislative Coordinator

From: Laura Rubio-Cornejo, General Manager
Department of Transportation

Subject: **EXECUTE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND LOS ANGELES
CLEANTECH INCUBATOR (LACI) FOR SOUTH LA ECO LAB, A TRANSFORMATIVE CLIMATE
COMMUNITIES (TCC) PROGRAM**



SUMMARY

The Los Angeles Department of Transportation (LADOT) requests authorization to execute an agreement with Los Angeles Cleantech Incubator (LACI) for implementation of the electric bicycle (e-bike) lending library project funded by a Transformative Climate Communities (TCC) grant South LA EcoLab, which is part of LADOT's Universal Basic Mobility Pilot in South Los Angeles (CF 22-0659). LADOT requests a waiver of the Mayoral Executive Directive 3 (ED 3) review process as the funds requested were previously approved by Council. The waiver would facilitate contract execution before December 2025 to ensure continuity of the e-bike program between the current Phase I and the upcoming Phase II funded by TCC.

RECOMMENDATION

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

Authorize LADOT to enter into an agreement with Los Angeles Cleantech Incubator (LACI) for a term from July 23, 2024 to March 31, 2029, with an amount not to exceed \$3,267,460, for implementation of the e-bike lending library project funded by the Transformative Climate Communities (TCC) grant South LA EcoLab.

BACKGROUND

In May 2021, LADOT launched the Universal Basic Mobility (UBM) Pilot in South LA by securing funding through the California Air Resources Board Sustainable Transportation Equity Project (CARB STEP) for Phase I of LADOT's UBM Pilot (CF 20-1041). LADOT's UBM pilot program is a collaborative effort with several South LA partners including South LA community based organizations and the City of Los Angeles.

In July 2022, Community Partners proposed a \$35 million project for the Round 4 TCC grant in South Los Angeles called the South LA Eco Lab. On October 27, 2022, the California Strategic Growth Council announced the Round 4 TCC grant awardees. South LA Eco-Lab was awarded the entire proposed budget

of \$35 million, the highest amount awarded to an implementation grantee. As a partner in the South LA Eco-Lab, LADOT was awarded \$6.2 million (of the total \$35 million) for Phase II of LADOT's UBM Pilot.

On September 14, 2023, LADOT submitted a request to accept these competitive grant funds as a subgrantee to Community Partners, in accordance with Mayor Villaraigosa's Executive Directive 3 (ED3). On May 13, 2024, Community Partners and LADOT executed the TCC Subaward Agreement (C-145397), for LADOT to receive grant funds from the Round 4 TCC Implementation Grant to implement mobility projects, including the e-bike library.

The Round 4 TCC Program Guidelines require grantees to leverage additional funding sources that equate to at least 50% of the total grant award. As a condition of receiving the grant funds as a subgrantee, the City of Los Angeles committed to providing a total of \$1,417,775 in additional leverage funding on the e-bike library project in the TCC Subaward Agreement. LADOT identified sufficient additional funding to support the implementation of the e-bike library project, including \$250,000 from Measure R and \$600,000 from the Bikeshare Capital funds.

DISCUSSION

LADOT was awarded \$2,568,460.00 in TCC grant funds to continue operation of the e-bike library program in South LA for two years. The program has two phases. The first two years of operations were led by LACI, a subapplicant to LADOT for the CARB STEP grant (CF 20-1041). The e-bike library launched in April 2024 with 250 bikes and was scheduled to conclude in December 2025 unless additional funding was secured. In Phase I (2024-2025), residents of South LA leased e-bikes on a monthly basis at no cost from participating Community Management Partners (CMPs), such as neighborhood bike shops and transportation advocacy organizations. Since launch, users have logged over 11,000 trips and 21,000 miles. An additional two years of operations (Phase II) are funded through the Round 4 TCC Grant, which will continue the e-bike library and other UBM projects in South LA until 2028 (CF 22-0659). This contract will authorize LACI to manage another 2 years of ebike library starting in January 2026. A lapse in contract execution will pause the operation and funds to this program and will incur additional cost to the City. LADOT is requesting a term from July 24, 2023 to March 31, 2029, the duration of the TCC grant term, to allow LACI to bill for the work that has already been completed on this grant.

At the conclusion of the TCC-funded Phase II in 2028, LADOT's contractor LACI will transfer ownership of the e-bikes to CMPs for continued operation of the program in South LA.

FISCAL IMPACT

The TCC Implementation grant requires leveraged funding in an amount at least 50% of the total grant funding. LADOT identified \$67,775 of in-kind staff time, \$250,000 in Measure R funds, \$600,000 in Bikeshare Capital Funds, and \$500,000 in CARB STEP match funds to support project implementation. There is no additional anticipated impact on the General Fund since the South LA Eco-Lab projects are expected to be completed within the approved budget.

Table 1 details the leveraged funding and sources for the project, previously approved by Council in LADOT’s report dated November 28, 2024. The grant requires project implementation by June 2028, and LACI’s implementation start date of Phase II is contingent upon approval of the contract.

Table 1: Leveraged Funding Sources

Leverage Funding Sources	Amount
In-kind Staff Time- Measure M	\$67,775.00
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CARB STEP Match	\$500,000.00
TOTAL	\$1,417,775.00

LRC:TC:rg/ss

Attachment: Draft LACI Contract

AGREEMENT NO. ____

BETWEEN

THE CITY OF LOS ANGELES

AND

LOS ANGELES CLEANTECH INCUBATOR

FOR

**SOUTH LA ECO LAB, A TRANSFORMATIVE CLIMATE COMMUNITIES (TCC)
PROGRAM**

AGREEMENT NO. ____
BETWEEN
THE CITY OF LOS ANGELES
AND
LOS ANGELES CLEANTECH INCUBATOR
FOR
SOUTH LA ECO LAB, A TRANSFORMATIVE CLIMATE COMMUNITIES (TCC) PROGRAM

This Agreement (the “Agreement” or “Contract”) between the CITY of Los Angeles (hereinafter referred to as “CITY” or “LADOT”), a municipal corporation, acting by and through the Department of Transportation (hereinafter referred to as “LADOT”), and Los Angeles Cleantech Incubator (LACI), a California nonprofit public benefit corporation (i.e. a California Corporation)] (hereinafter “SUBRECIPIENT” or “CONTRACTOR”), referred to collectively as “PARTIES” and individually as “PARTY”, is entered into with reference to the following:

WHEREAS, LADOT leads the implementation of the Universal Basic Mobility (UBM) South LA pilot (CF 20-1041) in partnership with other government agencies, City departments, community-based organizations, and private operators; and

WHEREAS, on June 15, 2022, City Council authorized LADOT to execute a Stakeholder Structure and Partnership Agreement with Community Partners (CF 22-0659), the lead applicant for a Transformative Climate Communities (TCC) Implementation Grant focused in South LA (hereinafter “South LA Eco-Lab”), for the purpose of continuing UBM South LA programs including the e-bike library project, implementing EV charging infrastructure and installing street improvements; and

WHEREAS, In October 2022, the California Strategic Growth Council (SGC) awarded Community Partners \$35 million under Round 4 of the TCC Implementation Grant program as the lead grantee for the South LA Eco-Lab project; and

WHEREAS, On May 13, 2024, Community Partners and LADOT executed the TCC Subaward Agreement (C-145397), for LADOT to receive grant funds from the TCC Implementation Grant to implement the South LA EcoLab project, as set forth in EXHIBIT A “Subaward Agreement”; and

WHEREAS, \$2,417,460 of the grant award and \$850,000 in LADOT funding will fund the implementation of Phase II of the UBM South LA E-Bike Library project (the “Project” hereinafter); and

WHEREAS, SUBRECIPIENT will be responsible for undertaking all aspects of the Project pursuant to the terms of this Agreement. Per the executed Stakeholder Structure and Partnership Agreement with Community Partners (CF 22-0659), SUBRECEIPIENT is named as a subapplicant of the Project; and

WHEREAS, LADOT will provide administrative oversight for the Project, act as fiduciary agent for reimbursement to SUBRECIPIENT of grant funds, and reimburse SUBRECIPIENT for Project expenditures as set forth in this Agreement in an amount not to exceed three million two hundred sixty-seven thousand four hundred sixty dollars (\$3,267,460) and for the duration of this agreement, concluding March 31, 2029;

NOW, THEREFORE, in consideration of the above premises, and the mutual covenants and agreements herein contained, the PARTIES agree as follows:

1. DEFINITIONS

1.1 “Approved Purpose” means the administration and implementation of an E-Bike Library project for the South LA Eco-Lab, a Transformative Climate Communities (TCC) Program.

1.2 “Contracted Services” means any of the services SUBRECIPIENT will provide to the CITY pursuant to this City Contract. Contracted Services include, but are not limited to, implementing the E-Bike Library project. LACI will operate an E-Bike Library for a project period of two years that provides electric bicycle access for extended “check-outs” to South LA residents. LACI will purchase 250 e-bikes, as set forth in the Subaward Agreement (EXHIBIT A). The number of e-bikes is subject to change with written approval from LADOT and as allowed in the Subaward Agreement (EXHIBIT A). Any approved change to the number of e-bikes shall apply to all provisions of this agreement.

Details provided as set forth in the Subaward Agreement (EXHIBIT A), Scope of Work (EXHIBIT C), and Budget and Deliverables (EXHIBIT D).

1.3 “Subaward Agreement” means the Subaward Agreement for SGC TCC Program between LADOT and Community Partners (C-145397), as set forth in EXHIBIT A (Subaward Agreement) attached hereto.

1.4 “Term” means the timeframe defined in Section 3 below.

2. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

2.1 PARTIES to the Agreement. The PARTIES to this Agreement are:

2.1.1 CITY – The City of Los Angeles Department of Transportation, a municipal corporation, at 100 S. Main Street, Los Angeles, California, 90012.

2.1.2 SUBRECIPIENT – Los Angeles Cleantech Incubator (LACI), 525 S Hewitt Street, Los Angeles, CA 90013.

2.2 Representatives of the PARTIES. The representatives of the PARTIES who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

2.2.1 The CITY's representative is, unless otherwise stated in the Agreement:

Laura Rubio-Cornejo, General Manager
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012
laura.cornejo@lacity.org

2.2.2 The SUBRECIPIENT's representative is, unless otherwise stated in the Agreement:

Mathew Petersen, President and CEO
Los Angeles Cleantech Incubator (LACI)
525 S Hewitt Street
Los Angeles, CA 90013
matt@laci.org

2.2.3 The designated Project Manager for the CITY is:

Jillian Gallard, Transportation Planning Associate II
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012
Jillian.Gallard@lacity.org

2.3 Notices. Formal notices, demands, and communications to be given hereunder by either PARTY must be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

3. TERM AND TERMINATION OF THE AGREEMENT

3.1 Term. The Term of this Agreement will commence on July 24, 2023 and will expire on March 31, 2029.

3.2 Ratification. The SUBRECIPIENT may have provided prior services to the CITY under the terms of this agreement. To the extent SUBRECIPIENT provided services to the CITY prior to the execution of this Agreement, and the services were performed in accordance with the terms and conditions of this Agreement and after July 24, 2023, those services are hereby ratified.

3.3 Termination. Pursuant to EXHIBIT B, Standard Provisions for City Contracts (Rev. 1/25 [v.2]) PSC- 9 Termination.

3.4 Survival. If this Agreement expires, or is terminated, then the rights granted by one PARTY to the other will cease immediately except as otherwise set forth in this Agreement. The PARTIES agree the following Sections will survive the termination or expiration of this Agreement: Section 8 [INTELLECTUAL PROPERTY], Section 9 [CONFIDENTIALITY] and Section 10 [INDEMNIFICATION].

4. COMPENSATION AND PAYMENT

4.1 Reimbursement. As set forth in the Grant Agreement and as required by this Agreement, CITY shall reimburse SUBRECIPIENT in the amounts set forth in the Budget and Deliverables (EXHIBIT D) based on reporting of percentage of task(s) completed quarterly as detailed upon completion of milestones in Scope of Work (EXHIBIT C). SUBRECIPIENT to make expenditures for the Project prior to reimbursement by the CITY. The PARTIES also acknowledge and agree that the CITY shall not be obligated to reimburse SUBRECIPIENT for expenditures made for the Project unless and until payment has been authorized and approved by the CITY. The amounts shown for each task in EXHIBIT D (Budget and Deliverables) are estimates and unexpended funds allocated for one item may be used for another task as long as the total Budget Amount specified in this Agreement is not exceeded. Additionally, shifting funds between the prime contractor and the subcontractors, and/or among the subcontractors is permitted. Such reallocation of funds must have written approval from the LADOT project manager.

4.2 Maximum compensation. The maximum not to exceed amount to be reimbursed to SUBRECIPIENT pursuant to this Agreement and the Grant Agreement shall be three million two hundred sixty-seven thousand four hundred sixty dollars (\$3,267,460), payment of which shall be made in accordance with the Budget and Deliverables EXHIBIT B.

4.3 Method of Payment and Reimbursement. For services provided under this Agreement, the CITY will issue payment to the SUBRECIPIENT on a reimbursement basis. All invoices shall be submitted no more frequently than once every quarter (four months) and must be supported by adequate documentation evidencing that the direct cost for which the SUBRECIPIENT seeks reimbursement has occurred.

SUBRECIPIENT shall submit appropriate supporting documents with each invoice. Such documents may include but are not limited to purchase orders, subcontractor invoices, remittance advice, payrolls, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase made. CITY may require, and SUBRECIPIENT shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement or as may be requested by Community Partners. All invoices are subject to audit.

SUBRECIPIENT will not be reimbursed for Tasks 3 (purchase of bike fleet) & 4 (operations) until all readiness deliverables for Tasks 1 & 2 in EXHIBIT D (Budget and Deliverables) are received and approved by the LADOT project manager.

Eligible costs may be submitted retroactively, but no sooner than July 24, 2023. All costs being submitted retroactively must be clearly labeled as such on the SGC Bimonthly Invoice components (see EXHIBIT E), stating the date or dates in which the activity occurred.

In compliance with City requirements under Charter Section 262(a), SUBRECIPIENT agrees to submit invoices that conform to City standards and include, at a minimum, the following information:

1. Name and address of company or firm
2. Name and address of City department being billed
3. Date of the invoice and period covered
4. Reference to contract number
5. Description of completed task and amount due for the task
6. Total Amount Payable
7. Certification by a duly authorized officer
8. Remittance address

SUBRECIPIENT must complete and submit the following with each invoice submission:

- SGC Timesheet Summary (see EXHIBIT E-1)
- SGC Bimonthly Invoice (see EXHIBIT E-2)
- SGC Progress Report (see EXHIBIT E-3)
- Additional supporting documentation as outlined in Section 4.3 [Payment] of this Agreement

SUBRECIPIENT must submit invoices to:

Jillian Gallard, Transportation Planning Associate II
Los Angeles Department of Transportation
100 South Main Street, 10th Floor
Los Angeles, California, 90012
Jillian.Gallard@lacity.org
CC: kadie.moonitz@lacity.org

4.4 Indirect Costs. SUBRECIPIENT may only bill for direct costs, as defined by the Subaward Agreement (EXHIBIT A), unless use of funds for indirect costs is approved by CITY and SGC through the TCC amendment request process. Indirect costs may account for no more than 12% of the awarded TCC grant funds minus any funds for equipment purchases with a per unit cost of five thousand dollars (\$5,000.00) or more. Reimbursement requests for indirect/overhead costs must be proportionate to the direct costs billed in an invoice.

4.5 Taxes. CITY shall pay SUBRECIPIENT for the approved product and in the amount specified herein. This amount will include payment for all services performed, including all related taxes. Payments will be due and payable upon the completion of CITY's review and approval of the work product.

4.6 Right to Withhold Payments

CITY reserves the right to withhold payments to SUBRECIPIENT for work that was deemed unsatisfactory by SUBRECIPIENT's employees or agents, or subcontractors as determined by CITY, based on the performance standards detailed in Section 17 [PERFORMANCE STANDARDS].

5. SUBRECIPIENT'S OBLIGATIONS, RESPONSIBILITIES AND DUTIES

5.1 Subrecipient's Scope of Work. SUBRECIPIENT shall, to the satisfaction of CITY and in accordance with all local, state and federal rules and requirements, comply with all requirements put forth by Community Partners and the Subaward Agreement, and perform its portion of the Project as set forth in Subaward Agreement, entered into between Community Partners and CITY, attached hereto as EXHIBIT A and hereby incorporated into this Agreement. SUBRECIPIENT and CITY agree to follow the detailed Scope of Work (EXHIBIT C) and Budget and Deliverables (EXHIBIT D) attached hereto both of which are hereby incorporated into and made a part of this Agreement.

5.1.1 As provided for in EXHIBITS A through E, SUBRECIPIENT shall furnish the services, materials, equipment, subsistence, transportation or other items necessary to perform its portion of the Project as set forth therein.

5.1.2 SUBRECIPIENT shall purchase e-bikes as agreed upon in this Agreement. SUBRECIPIENT shall be the sole owner of the e-bikes (hereafter referred to as the LACI e-bikes) and administer the e-bike library as agreed upon in the Scope of Work (EXHIBIT C). At the end of the term of this Agreement, the CITY hereby transfers, assigns, and sets overall liability to SUBRECIPIENT for the e-bikes purchased during the term of this Agreement. Upon completion of the Subaward Agreement performance period, SUBRECIPIENT has agreed to work with community based organizations to ensure that any LACI e-bikes that have not reached the end of their useful life will continue to be used for the benefit of the south Los Angeles community.

5.2 Incorporation of Subaward Agreement. SUBRECIPIENT agrees to fully comply with the applicable Terms and Conditions, Provisions, and attachments of the Subaward Agreement, which is attached hereto as EXHIBIT A and the provisions of the same are hereby incorporated into and shall be part of this Agreement. Each reference in the same to "Partner" shall refer instead to SUBRECIPIENT, with the exception of Appendix 2 of the Subaward Agreement which is replaced by EXHIBIT D (Budget and Deliverables) of this Agreement.

5.3 Use of Subcontractors. CITY acknowledges and expressly agrees that SUBRECIPIENT may retain Subcontractors, including but not limited to subconsultants (hereinafter referred to as "Subcontractors"). Any and all Subcontractors shall be bound by the obligations of SUBRECIPIENT under this Agreement; notwithstanding the foregoing, SUBRECIPIENT remains responsible for compliance of any such Subcontractors with the terms of this Agreement. Upon the Project Manager's written request, SUBRECIPIENT

shall supply the LADOT with all agreements between it and its Subcontractors related to SUBRECIPIENT's services hereunder.

5.4 Independent Contractor

5.4.1 Tax Withholding. In rendering services hereunder, the SUBRECIPIENT shall be and remain an independent contractor. It is expressly understood and acknowledged by the PARTIES hereto that any amounts payable hereunder will be paid in gross amount, without reduction for any federal or state withholding or other payroll taxes, or any other governmental taxes or charges. SUBRECIPIENT is responsible for assuming and remitting any applicable federal or state withholding taxes, estimated tax payments, social security payments, unemployment compensation payments, or any other fees or expenses whatsoever.

5.4.2 Non-Legal Representation of the City. SUBRECIPIENT is prohibited from taking any action that would create or tend to create obligations, expressed or implied, on behalf of the CITY, it is understood that SUBRECIPIENT is not, and will not be, the legal representative or agent of the City. SUBRECIPIENT is not authorized to make any promise, warranty or representation on behalf of the CITY.

5.4.3 Use of Subcontractors & City's Reservation of Rights. Unless otherwise approved by CITY or explicitly permitted by this Agreement, SUBRECIPIENT shall use its own employees to perform the services described in this Agreement. CITY has the right to review and approve any personnel who are assigned to work under this Agreement. SUBRECIPIENT shall remove personnel from performing work under this Agreement if requested to do so by CITY. SUBRECIPIENT may use Subcontractors to perform the services described in this Agreement. SUBRECIPIENT shall remain responsible for performing all aspects of this Agreement, including but not limited to paying all Subcontractors. CITY reserves the right to review and approve SUBRECIPIENT's Subcontractors; CITY also reserves the right to require the replacement of any Subcontractor. CITY does not have any obligation to pay SUBRECIPIENT's Subcontractors, and the PARTIES acknowledge and agree that nothing herein creates any privity of contract between CITY and any of SUBRECIPIENT's Subcontractor(s).

5.5 Recordkeeping and Right to Audit

During the term of this Agreement, SUBRECIPIENT must comply with the provisions of Retention of Records, Audits and Reports of the Standard Provisions for City Contracts (EXHIBIT B). In addition, SUBRECIPIENT must also comply with the additional provisions as described in the following subsections:

5.5.1 Recordkeeping Required. SUBRECIPIENT shall keep and maintain full, complete and accurate books of accounts and records of the services it performs under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and

open for inspection and copying at the premises by CITY, its auditors or other authorized representatives. Such books and records shall be maintained by SUBRECIPIENT for a period of four (4) years after completion of services to be performed under this Agreement, as required by the Subaward Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever period is longest.

5.5.2 CITY's Right to Audit. During the Term of this Agreement, CITY may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of SUBRECIPIENT and its Subcontractors, including any subconsultants arising from or related to this Agreement or its attachments and exhibits, whether such writings are (a) in final form or not, (b) prepared by SUBRECIPIENT, its Subcontractors, or any individual or entity acting for or on behalf of a SUBRECIPIENT or a subconsultant, and (c) without regard to whether such writings have previously been provided to CITY. SUBRECIPIENT shall be responsible for obtaining access to and providing writings of its Subcontractors. SUBRECIPIENT shall provide CITY at its sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by CITY. CITY's right shall also include inspection at reasonable times of the SUBRECIPIENT's office or facilities which are engaged in the performance of the Scope of Work. SUBRECIPIENT shall, at no cost to CITY, furnish reasonable facilities and assistance for such review and audit. SUBRECIPIENT's failure to comply with Section 5 shall constitute a material breach of this Agreement and shall entitle CITY to withhold any payment due under this Agreement until such breach is cured.

6. CITY'S OBLIGATIONS, RESPONSIBILITIES, AND DUTIES

6.1 Contract Administrator. The General Manager or Project Manager is designated as the contract administrator for CITY and shall also decide any and all questions which may arise as to the quality or acceptability of SUBRECIPIENT services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of reimbursement due to SUBRECIPIENT. Notwithstanding the preceding, the termination of this Agreement shall be governed by the Section 3 [TERM AND TERMINATION OF THE AGREEMENT] hereof.

7. WARRANTIES AND REPRESENTATIONS

7.1 Professional Services Quality Warranties. SUBRECIPIENT represents and warrants that all professional services will be performed in a professional and workman like manner. SUBRECIPIENT shall ensure that all its staff members providing assistance to the CITY pursuant to this Agreement have been properly trained on how to perform the part of the services within their duties.

8. INTELLECTUAL PROPERTY

- 8.1 Trademarks, Copyrights, and Patents.** SUBRECIPIENT agrees to save, keep, hold harmless, protect and indemnify CITY and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by CITY of any materials supplied by a SUBRECIPIENT in the performance of this Agreement.
- 8.2 Proprietary Information.** If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by SUBRECIPIENT, its officers, agents, employees, or subconsultants, CITY shall have, without cost or expense to it, an irrevocable, non-exclusive, royalty-free license to make and use, create derivative works of, sublicense, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by CITY and contemplated by this Agreement. Upon CITY's request, SUBRECIPIENT, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license reasonably satisfactory to the CITY. It is expressly understood and agreed that, as between CITY and SUBRECIPIENT, the referenced license shall arise for CITY's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. CITY may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by CITY.

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, SUBRECIPIENT shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including any of SUBRECIPIENT'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 SUBRECIPIENT, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Agreement. **This provision will survive expiration or termination of this Agreement.**

11. INSURANCE REQUIREMENTS AND INSURANCE COVERAGE.

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 10, SUBRECIPIENT shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement insurance in accordance with state law and in the type and amounts summarized in EXHIBIT F (Form Gen 146).

12. NON-EXCLUSIVE

LADOT and the SUBRECIPIENT understand and agree this is a non-exclusive Agreement to provide services to LADOT and that LADOT reserves the right to enter into an agreement with other subrecipients/consultants to provide similar services during the Term of this Agreement.

13. STANDARD PROVISIONS FOR CITY CONTRACTS

By entering into this Agreement with CITY, SUBRECIPIENT agree to abide by the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), which are attached hereto and incorporated herein as EXHIBIT B.

14. MUNICIPAL LOBBYING ORDINANCE

SUBRECIPIENT is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if SUBRECIPIENT qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

15. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

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

SUBRECIPIENT shall complete and upload a Disclosure Ordinance Affidavit, on LABAVN.org.

16. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this Agreement, CITY will conduct an evaluation of the SUBRECIPIENT's performance. CITY may also conduct evaluations of SUBRECIPIENT's performance during the Term of this Agreement. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the SUBRECIPIENT assigns to the this Agreement. A subrecipient or contractor who receives a “Marginal” or “Unsatisfactory” rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. CITY will use the final City evaluation, and any response from SUBRECIPIENT, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

17. PERFORMANCE STANDARDS

Services shall be performed by SUBRECIPIENT in accordance with the terms and conditions of this Agreement, and as set forth in the Subaward Agreement (EXHIBIT A). CITY monitors and evaluates SUBRECIPIENT service in terms of management abilities and adequacies, cost control and overall performance of SUBRECIPIENT.

17.1 Adherence to Task Performance Schedule

Tasks must be performed at scheduled intervals pursuant to the due dates stated in the Scope of Work (EXHIBIT C) and Budget and Deliverables (EXHIBIT D). Except for excusable delays as provided in PSC-6 [Excusable Delays], in EXHIBIT B [Standard Provisions for City Contracts (Rev. 1/25 [v.2])], the PARTIES agree that SUBRECIPIENT's failure to adhere to the due dates set forth in the Scope of Work (EXHIBIT C) and Budget and Deliverables (EXHIBIT D) shall constitute a breach of this Agreement. If SUBRECIPIENT fails to fulfill its obligations by the due dates set forth in the Scope of Work, SUBRECIPIENT shall have thirty (30) calendar days to cure the breach of this Agreement. If SUBRECIPIENT fails to cure a defect or breach of this Agreement within thirty (30) calendar days of the defect or breach, CITY reserves the right to (i) withhold payment for tasks not performed, and/or (ii) terminate this Agreement. The penalties and rights described herein shall not be exclusive, and are in addition to any other rights and remedies provided to CITY under this Agreement or provided by law.

17.2 Oversight and Accountability

CITY may recoup the grant funds which were received based upon misinformation or fraud, or for which SUBRECIPIENT is in significant or continual non-compliance with the terms of this Agreement, the Grant Agreement, or State law.

17.3 Americans with Disabilities Act

SUBRECIPIENT must ensure that all products and services submitted, uploaded, or otherwise provided under this Grant Agreement, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

18. GENERAL PROVISIONS

18.1 Entire Agreement, Counterparts, and Electronic Signatures. This Agreement contains the complete Agreement between the PARTIES. No verbal agreements(s) or conversation(s) with any officer or employee of either PARTY will affect or modify the terms and conditions of this Agreement. This Agreement may be executed in one or

more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. 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.

- 18.2 Governing Law and Choice of Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each PARTY hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the other PARTY arising from or related to this Agreement.
- 18.3 No Assignment.** Unless otherwise authorized by this Agreement, SUBRECIPIENT shall not assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of LADOT, and any attempted such assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
- 18.4 Relationship of the Parties.** The PARTIES are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship between the PARTIES.
- 18.5 No Third-Party Beneficiaries.** Nothing herein is intended to create a third-party beneficiary in any Subcontractor. CITY has no obligation to any Subcontractor. No privity is created with any Subcontractor by this Agreement. Even if SUBRECIPIENT uses Subcontractors, SUBRECIPIENT remains responsible for complete and satisfactory performance of the terms and conditions of this Agreement and its exhibits.
- 18.6 Construction.** This Agreement shall not be construed against the PARTY preparing the Agreement, and shall be construed without regard to the identity of the person who drafted such and shall be construed as if all PARTIES had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the PARTIES hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one PARTY. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting PARTY shall not be applicable.
- 18.7 Titles and Captions.** The PARTIES have included the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the PARTIES including any individual provisions of this Agreement.
- 18.8 Amendments.** This Agreement may be amended by mutual agreement of the PARTIES. No amendment or modification to this Agreement or its attachments will be effective unless in writing and signed by an authorized signatory of each PARTY.

- 18.9 Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision(s) will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 18.10 No Waiver.** Any waiver or failure to enforce any provision of this Agreement or its attachments on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 18.11 Compliance with Applicable Laws.** SUBRECIPIENT shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of LADOT’s General Manager.
- 18.12 Order of Precedence.** This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the CITY and the SUBRECIPIENT. In the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and Schedule, the order of precedence will be as follows:
1. [Subaward Agreement Grant Agreement SGC23109- EXHIBIT A](#)
 2. This Agreement between the CITY and LACI
 3. [Standard Provisions for City Contracts - EXHIBIT B](#)
 4. [Scope of Work - EXHIBIT C](#)
 5. [Budget and Deliverables - EXHIBIT D](#)
 6. [Attachments - EXHIBIT E](#)

Attachment E-1: Timesheet Summary
Attachment E-2: Bimonthly Invoice
Attachment E-3: Bimonthly Progress Report
Attachment E-4: Annual Progress Report
Attachment E-5: Leverage Funding Report
Attachment E-6: Equipment Inventory
Attachment E-7: Jobs Reporting Form
Attachment E-8: UCLA Indicator Tracking Report
 7. [Form Gen 146 - EXHIBIT F](#)

[Signature Page Follows]

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

THE CITY OF LOS ANGELES

Los Angeles Cleantech Incubator (LACI)

By: _____

Laura Rubio-Cornejo
General Manager
Department of Transportation

By*: _____

Mathew Petersen
President & Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By**: _____

Vernon D. Gair
Executive Vice President, Finance

By: _____

Michael Nagle
Deputy City Attorney

Date: _____

Date: _____

ATTEST:

Patrice Y. Lattimore, City Clerk

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

By: _____

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

Date: _____

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

City Agreement Number: _____

Council File Number: _____

EXHIBIT A

Subaward Agreement SGC23109



**SUBAWARD AGREEMENT
FOR
Strategic Growth Council - Transformative Climate Communities Program**

Subrecipient: Los Angeles Department of Transportation (LADOT)

Subaward Amount (Grant Funds): \$6,227,188.00

Subaward Amount (Leverage Funds): \$3,085,698.00

Subaward Period: July 24, 2023 – March 31, 2029

1. Sub Award Purpose: Community Partners entered into Grant Agreement SGC23109 with the Strategic Growth Council (SGC) for the Transformative Climate Communities (TCC) Program Implementation Grant. This subaward is issued on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes SGC Exhibit A – Scope of Work (Appendix 1), Budget and Deliverables (Appendix 2), Special Terms and Conditions, Project-Specific (Appendix 3), and Attachments (Appendix 4)
2. Payments: Community Partners will issue payment to Subrecipient on a reimbursement basis, sum not to exceed \$ **6,227,188.00** All invoices must be in accordance with the template provided or pre-approved by Community Partners and must be supported by adequate documentation evidencing that the direct cost for which the Subrecipient seeks reimbursement has been incurred. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made.

Eligible costs under the Subaward Agreement may be submitted retroactively, but no sooner than the first date of the Subaward Period. All costs being billed retroactively must be clearly labeled as such on the submitted invoice, stating the date or dates in which the activity occurred.

If determined that Subrecipient submitted false or materially inaccurate invoices, supporting document or components of the Application, any and all available remedies may be imposed, including requesting reimbursement of already disbursed payments or termination of the Sub Award.

SGC will withhold payment of the final five percent (5%) of the total requested budget for each TCC Project Component until SGC determines that the requirements of that TCC Project Component have been fulfilled per the Grant Agreement.

3. Use of Funds: Subrecipient shall spend the grant funds only for the purposes described above, and in accordance with the approved budget and deliverables, attached as Appendix 2. Any significant changes in the purpose for which funds are spent or in the budget or grant period must be approved in writing by Community Partners before funds are spent. Subrecipient agrees to return to Community Partners any grant funds and any income earned thereon, not specifically committed and/or actually expended in accordance with this Agreement. Return of such funds shall occur reasonably promptly upon written request of Community Partners.
4. Prohibited Activities: The Subrecipient shall not use grant funds in any way that is out of compliance with all applicable federal and state statutes and laws. Subrecipient must refer to Appendix 1, Section 13, for the list of eligible and ineligible costs.
5. Reporting: Subrecipient shall submit reports in the schedule, form and fashion provided by Community Partners, including a final narrative and financial report describing the progress made in accomplishing the purpose of the grant and how the grant funds have been spent.
6. Records, Audits, Site Visits: Subrecipient shall be responsible for maintaining adequate financial records of this grant program. Community Partners, or a designated representative, reserves the right, upon written notice, to audit Subrecipient's books and records relating to the expenditure of any funds provided by Community Partners through this agreement.

Further, Subrecipient agrees to include a similar right of the State to audit records and interview staff of any Subcontractors related to the performance of this Subaward.

- i. Subrecipient, and Subcontractors must maintain copies of project records four (4) years after the Performance Period, unless a longer period of records retention is stipulated.
 - ii. The State retains the right to conduct an audit each year during the grant term and up to four (4) years after the Performance Period. Audits may include, but are not limited to, inspections of project records; ownership and usage records of equipment, vehicles, and infrastructure; and maintenance records of equipment, vehicles, and infrastructure.
7. Communications/Promotional Materials: All proposed Subrecipient external communication and announcements shall be submitted first to Community Partners for review and approval. Subrecipient shall have no right to use any symbol, logo, trade name or trademark of Community Partners without its advance written consent. Community Partners may, at its discretion, publish and distribute promotional materials relating to the use of the grant. External communications shall be in accordance with the TCC Communications Kit provided as attachment.
8. Status: Subrecipient represents it is currently, and shall remain during the period funded, a non-profit public benefit corporation exempt from federal income taxes under sections 501(c)(3) and 509(a)(1), (2) or (3) of the Internal Revenue Code or a local, state or federal government agency eligible to receive charitable contributions.
9. Terrorist Activity: Subrecipient agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders.
10. Indemnification: Subrecipient irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Community Partners, its officers, directors, employees, and agents, and the funder, their officers, directors, employees, and agents, from and against any and all claims, liabilities, losses and expenses arising from or in connection with any act

or omission of Subrecipient, its employees, or agents, in accepting the purpose(s) of the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Community Partners or the funder, their officers, directors, employees, or agents.

11. Remedies: If Community Partners determines, in its sole discretion, that Subrecipient has substantially violated or failed to carry out any provision of this Agreement, Community Partners may refuse to make any further grant payments to Subrecipient under this or any other grant agreement, and Community Partners may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Subrecipient shall immediately repay to Community Partners. Community Partners may also avail itself of any other remedies available by law.
12. No Agency. Subrecipient is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Subrecipient shall make no such representation to anyone. There is a separate Partnership Agreement between the parties under this program.
13. Future Funding: This award is made with the understanding that Community Partners has no obligation to provide other or additional support for this project, nor does the award represent any commitment to future support from Community Partners for this or any other project of the Subrecipient.
14. Incorporation of SGC Agreement: Subrecipient agrees to comply fully with the applicable Terms and Conditions, Provisions, and attachments of the SGC Agreement, which are attached hereto as Appendix 1-4 and the provisions of the same are hereby incorporated into and shall be a part of this Agreement. Each reference in the same to "Partner" shall refer instead to Subrecipient.

As the subrecipient does not have a direct relationship with SGC all required SGC approvals must be directed through Community Partners. Subrecipient shall not initiate direct communication with SGC regarding this subaward without the explicit written authorization of Community Partners. In all instances where "SGC" appears, "Community Partners" will be substituted.
15. Insurance – the Subrecipient and its subcontractors shall, at its own expense, maintain insurance coverage during the term of this subaward in accordance with the requirements of Appendix 1, Section 26. The subrecipient shall provide evidence of insurance coverage to Community Partners upon request and shall promptly notify of any changes or cancellations of the insurance coverage.
16. Dispute Resolution: This Agreement has been negotiated, executed, and delivered and will be performed in the State of California and shall be governed by and construed in accordance with its laws. Any dispute between the parties related to this Agreement shall be resolved exclusively by arbitration, which shall be held in Los Angeles, California, and conducted in accordance with the Rules of the American Arbitration Association. The award of arbitration shall be final and non-appealable and may be entered as a judgment in any court having jurisdiction. Each party shall bear its own expenses of the arbitration, and the arbitrator's fees shall be shared equally.
17. Termination: This agreement may be cancelled by Community Partners with or without cause upon

30 calendar days advance written notice to Subrecipient. In the event of early cancellation or termination, Subrecipient shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Agreement. The same process in the separate Partnership Agreement with the subrecipient shall be followed in case of termination or cancellation.

“If a Project Partner, Implementation Partner, or Evaluation Partner is no longer able to participate in the South LA Eco-Lab Network, a discussion related to their participation will be brought to the monthly meeting and the TCC Steering Committee will evaluate their removal using objective criteria, including the Project Partner, Implementation Partner, or Evaluation Partner’s performance to date on their related TCC grant project(s). If a Project Partner, Implementation Partner, or Evaluation Partner decides due to extenuating circumstances that they need to leave the South LA Eco-Lab network, they will provide a minimum of sixty days (60) notice and will actively participate in identifying a replacement organization and planning for their departure. The replacement organization should have proven ability to carry out the relevant project(s) or effort.”

17. Force Majeure: Neither the Community Partners nor Subrecipient will be responsible hereunder for any delay, default, or nonperformance of this Subaward, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, or other contingencies unforeseen by the State or Subrecipient, its Partners, Subcontractors, or vendors, and beyond the reasonable control of such party.
18. Entire Agreement. This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This agreement may not be amended or modified except in writing signed by both parties.

If this subaward correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to Community Partners.

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

THE CITY OF LOS ANGELES

By: 
Thomas Cornejo (May 8, 2024 16:09 PDT) on behalf of
Laura Cornejo
General Manager
Officer Department of Transportation

Date: May 8, 2024

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: 
Michael Nagle
Deputy City
Attorney

Date: May 7, 2024

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

City Agreement Number: _____

Council File Number: _____

Community Partners

DocuSigned by:

By*: 04CF5881D08E4E9...
President & Chief Executive

Date: May 1, 2024

By**: _____
Executive Vice President

Date: _____

NOTE: If Contractor 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.

APPENDIX 1

Grant Agreement SGC23109 EXHIBIT A - Scope of Work

PART 1 — Recitals

WHEREAS, the purpose of this document is to memorialize the terms and conditions related to the California Strategic Growth Council's award of grant funds to the Community Partners, the Grantee;

WHEREAS, the authority for this Implementation Grant Agreement is the Transformative Climate Communities (TCC) Program statute (Public Resources Code, Sections 75240 —75243) and the TCC Program Guidelines, as approved for release on February 24, 2022;

WHEREAS, funds have been appropriated for the Transformative Climate Communities Program to the Strategic Growth Council through the Governor's Office of Planning and Research by the Budget Act of 2021 (SB 170);

WHEREAS, the TCC Project that is the subject of this Implementation Grant Agreement was approved by the Strategic Growth Council on October 27, 2022;

WHEREAS, the Implementation Grant Agreement will be between the Strategic Growth Council and Grantee;

WHEREAS, the Strategic Growth Council will grant to Grantee, pursuant to the above authorization, a sum not to exceed Thirty-five Million Dollars (\$ 35,000,000.00), upon and subject to the terms of this Implementation Grant Agreement and consistent with the terms of the TCC Program Guidelines;

WHEREAS, AB 2722 requires that projects maximize climate, public health, environmental, workforce, and economic benefits;

WHEREAS, AB 2722 requires that projects avoid economic displacement of low-income disadvantaged community residents and businesses;

WHEREAS, AB 2722 requires that projects demonstrate community engagement in all phases;

WHEREAS, the Strategic Growth Council requires the TCC Project to implement strategies that increase the climate resilience of vulnerable populations and proposed infrastructure in the TCC Project Area;

WHEREAS, the Strategic Growth Council requires projects to comply with monitoring and reporting requirements for greenhouse gas emissions reductions, co-benefits, and outcome indicators, as defined by the Strategic Growth Council and California Air Resources Board; and

WHEREAS, Grantee agrees to implement the entirety of the Budget and Schedule of Deliverables attached to this Grant Agreement in Exhibit B.

Now therefore, as evidenced by the parties foregoing execution of the Grant Agreement, and in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree that all funds awarded pursuant to this Grant Agreement are to be used as set forth below in this

exhibit, and as may be set forth in the remaining exhibits incorporated into this Grant Agreement.

PART 2 — General Terms and Conditions

1. Definitions

- i. "AHSC" — The Affordable Housing and Sustainable Communities Program of the California Strategic Growth Council, incorporated into the TCC Equitable Housing and Neighborhood Development Strategy
- ii. "Application or Proposal" — Submittal comprised of responses and supporting documents to apply for the TCC Implementation Grant
- iii. "Grant Agreement" — Refers to this Implementation Grant Agreement and all attachments and appendices
- iv. "TCC Guidelines" — TCC Program Guidelines adopted on February 24, 2022
- v. "AHSC Guidelines" — The 2019/2020 AHSC Final Guidelines adopted February 24, 2021
- vi. "Project Area" — Area boundary for the TCC Project, as identified in Attachment D-1. Refers to the boundary for Implementation Grants. A contiguous area that is no larger than approximately five-square miles. At least 51% of the Project Area must overlap with census tracts designated as disadvantaged communities per CalEnviroScreen and the TCC Guidelines: top 25% of disadvantaged communities, federally recognized tribal boundaries, or a disadvantaged unincorporated area per the TCC Guidelines. The remaining area (49% or less) must be within the top 25% of disadvantaged communities or a low-income community as defined by AB 1550.
- vii. "TCC Partnership Agreement" — Agreement between Grantee and their Partners that outlines the responsibilities of each of the parties to the agreement. This is required of all members of the Collaborative Stakeholder Structure.
- viii. "TCC Program" — The Transformative Climate Communities Program
- ix. "TCC Project" — Project, comprised of the TCC Project Components defined below, that will be implemented through this Grant Agreement
- x. "TCC Strategies" — Strategies that reduce GHG emissions and achieve additional public health, environmental and economic benefits, as described in Appendix B of the TCC Guidelines. The TCC Project must implement Projects from at least three (3) TCC Strategies.
- xi. "TCC Project Components" — Components included in the TCC Project, as described in Exhibit B and therefore subject to this Grant Agreement:
 - a. "Projects" — Projects that will be implemented with TCC grant funds through this Grant Agreement, and that are compliant with the TCC Strategies and Fundable Elements listed in Appendix D of the TCC Guidelines.

- (i) Quantifiable Projects — Projects that have elements with approved GHG quantification methodologies. The TCC Project must implement at least three (3) Quantifiable Projects that account for a minimum of 50% of requested grant funds.
 - (ii) Non-quantifiable Projects — Projects that do not have elements with approved GHG quantification methodologies, but are still eligible for grant funds.
 - b. "Stand-alone Leverage Projects" — Projects that will be implemented with leverage funding that are integrated into the overall TCC Proposal, and were initiated in anticipation of applying for the TCC Program, or contingent upon the TCC award.
 - c. "Transformative Plans" — The three (3) transformative plans include: Community Engagement, Displacement Avoidance, and Workforce Development and Economic Opportunities.
- xii. Time Periods within the Grant Term: Grant terms are six (6) years: a five (5) year Project Completion Period, followed by a one (1) year Performance Period, during which project outcomes will be monitored.
 - a. "Project Completion Period"
 - i. Begins the date that both Parties have signed the Grant Agreement and lasts up to five (5) years, unless otherwise amended.
 - ii. All TCC Project Components, with the exception of Indicator Tracking and Stand-Alone Leverage Projects, must be completed during the Project Completion Period.
 - b. "Performance Period"
 - i. The intent of the Performance Period is to provide a buffer time for Projects that are completed at the five (5) years mark to report on required indicators and request for reimbursement for the activities associated with Indicator Tracking
 - ii. Applies to Quantifiable and Non-Quantifiable Projects and Transformative Plans
 - iii. Begins immediately after each Quantifiable or Non-Quantifiable Project or Transformative Plan is completed, if applicable
 - iv. Will extend no longer than March 31st, 2029.
- xiii. Entities involved in the grant implementation process:
 - a. "DOC" — Department of Conservation; provides implementation and administrative support to SGC and serves as the Grantee's main point of contact
 - b. "Evaluation Technical Assistance" — The TCC grant-funded program evaluation Partner responsible for developing Grantee's Indicator Tracking Plans and comprehensively assessing the impact and benefits of the TCC Program.

- c. "Grantee" — Entity responsible for leading the implementation of the TCC Project; identified as Lead Applicant in the Application, and that has an agreement for grant funding with the State.
- d. "Lead Entity" — Entity leading the implementation of each TCC Project Component; must be Grantee or a Partner
- e. "Leverage Partner" — A Partner that is not receiving funds from SGC but is implementing a Stand-alone Leverage Project and is required to meet leverage funding requirements of the TCC program.
- f. Supporting Entity — Entity included in the application that supports the Lead Entity in completion of the project or transformative plan as a subcontractor.
- g. "OPR" — Office of Planning and Research
- h. "Parties" — SGC and Grantee, collectively
- i. "Partners" — Entities other than the Grantee that enter into a partnership with the grantee to support the implementation of the TCC Project; identified as Lead Entity or Supporting Entity
- j. "SGC" — The California Strategic Growth Council
- k. "State" — Any state agency with an oversight role over the funding or TCC Project
- l. "Subcontractors" — Third-party entities hired by either Grantee or a Partner
- m. "TCC Grant Manager" — Day-to-day point of contact during the grant term

2. Incorporation

The TCC and AHSC Guidelines and all the attachments to this Grant Agreement are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement. As described in the TCC Guidelines, Equitable Housing and Neighborhood

Development Projects must conform to requirements of the AHSC Guidelines.

The performance of this grant must be conducted in accordance with the following order of precedence: the enabling legislation for the TCC Program, Grant Agreement, TCC Guidelines, and AHSC Guidelines.

3. Grant Term

The grant term will commence on the date that both Parties have signed the Grant Agreement. SGC will notify Grantee when work may begin. Grant term is six (6) years: a five (5) year Project Completion Period, followed by a one (1) year Performance Period, during which project outcomes will be monitored. The Project Completion Period ends five (5) years after execution of the Grant Agreement. The Performance Period begins immediately after each Quantifiable or Non-Quantifiable Project or Transformative Plan is completed, for up to one year to allow the Grantee to collect and report data on projects and plans and to develop final reports. The entire grant term, including the Project Completion Period and Performance Period, ends no later than March 31st, 2029, unless otherwise terminated or amended.

Grantee must demonstrate that the community benefits described in the Community Engagement and Displacement Avoidance Plans will continue for five (5) years after grant execution. Grantees will be subject to the Project Completion and Project Performance Period requirements as defined under this Grant Agreement.

Grantee's obligations under this Grant Agreement will only be discharged once all terms of this Grant Agreement are fulfilled.

4. Authorized Signatories

The SGC Executive Director or designee is authorized to sign this Grant Agreement and related documents on behalf of SGC. SGC staff will notify Grantee of the day-to-day point of contact ("TCC Grant Manager") once the grant is executed.

At the time of grant execution, Grantee will submit a letter that identifies the individual who is authorized to sign this Grant Agreement and TCC Project deliverables and related documents on behalf of Grantee. The letter must also identify any additional Authorized Designees as well as Grantee's day-to-day grant manager. Use the template provided in Exhibit D (Attachment D-6).

If the Authorized Signatory or Authorized Designee is unable to sign a deliverable or related document on behalf of Grantee, Grantee must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place. If the Authorized Signatory or Authorized Designee are funded through this Grant Agreement, Grantee must designate a different individual to sign the invoices.

Grantees must keep Authorized Signatory letters up to date and submit changes through email to the TCC Grant Manager at the subsequent reporting due date. Authorized Signatory letters will be kept on file with SGC for up to four (4) years after the Performance Period.

5. Partners and Subcontractors

SGC's contractual relationship is with Grantee, and not any of their Partners or Subcontractors.

- i. Grantee's contractual relationship with its Partners is defined by the TCC Partnership Agreement (Attachment D-9) and other documents as determined by Grantee and subject to SGC written approval, which outline the reimbursement process among Grantee, Partners, and Subcontractors. Grantee's obligation to pay its Partners and Subcontractors is an independent obligation from SGC's obligation to pay Grantee.
- ii. Grantee must abide by the TCC Partnership Agreement. This includes abiding by the processes defined within the TCC Partnership Agreement, including, but not limited to the legal and financial considerations, transparent decision-making processes, meeting facilitation procedures, and processes for involving community representatives in decision-making.
- iii. Grantee is entitled to make use of its own staff, Partners, and Subcontractors, as identified in the TCC Partnership Agreement and the Budget and Schedule of Deliverables, and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise

out of or in connection with this Grant Agreement. If Grantee requests to modify or amend the TCC Partnership Agreement:

- a. Grantee must provide SGC with copies showing such changes within fifteen (15) working days.
- b. Grantee must adhere to the amendments and modifications requirements of this Grant Agreement (Exhibit A, Part 21 Section 9), if applicable.
- iv. Grantee must manage, monitor, and accept responsibility for the performance of its own staff, Partners, and Subcontractors, and will conduct project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.
- v. Grantee must notify SGC if Grantee, Partners, or Subcontractors are revoked, disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from the TCC Project.

Nothing contained in this Grant Agreement or otherwise will create any contractual relation between SGC and any Partners or Subcontractors, and no subcontract will relieve Grantee of its responsibilities and obligations under the terms of this Grant Agreement. Grantee agrees to be fully responsible to SGC for the acts and omissions of its Partners, Subcontractors, and of persons either directly or indirectly employed by them.

6. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of SGC in the form of a formal written amendment of this Grant Agreement.

7. Document Submission

All documents must be submitted through the SGC provided online submission platform. Upon submission, the Grantee must notify their designated TCC Grant Manager through email.

8. Timeliness

Time is of the essence in this Grant Agreement. The SGC and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

9. Amendments and Modifications

Any modification or amendment of the terms of this Grant Agreement must be within the intent of the TCC Program. Requests to increase the overall grant amount or to significantly alter the deliverables of the TCC Program will not be approved because of the competitive nature of the process that resulted in the award of this Grant Agreement. Modification and amendment requests will be considered at the sole discretion of SGC.

- i. Modifications are minor changes to the Grant Agreement. Modification requests must be

submitted in writing to SGC at least thirty (30) calendar days prior to when the modification will take effect. Examples of actions that require a modification include but are not limited to changes in the:

- a. Grantee's Authorized Signatories and Subcontractors
 - b. Budget and Schedule of Deliverables
 - i. Task descriptions (i.e. details regarding methods used to achieve deliverables)
 - ii. Reallocating less than 10 percent (10%) of funds between tasks within the original executed budget
 - iii. Adjusting deliverable due dates within the grant term, except for readiness due dates
- ii. Amendments are material changes to the Grant Agreement. Amendment requests must be submitted in writing to SGC at least sixty (60) calendar days prior to when the amendment will take effect. New amendment requests will not be considered less than three (3) months prior to the end of the Project Completion Period. Examples of actions that require an amendment include but are not limited to changes in the:
- a. Partners or terms in the TCC Partnership Agreement
 - b. Budget and Schedule of Deliverables
 - i. Elimination or alteration in deliverables
 - ii. Reallocating more than ten percent (10%) of funds between tasks within the original executed budget or reallocating funds between projects
 - iii. Changes to readiness due dates.
 - iv. Due to the availability of funding, under no circumstances may the amended Project Completion Period extend beyond March 31st, 2029.
- iii. Process for Modification and Amendment Requests:
- a. TCC will only process Modifications or Amendments once per grant year, unless mission critical changes are needed. As each request may take some time and correspondence to review and resolve, there will be windows of time for submission, review, and processing as follows:
 - i. Submit Requests: July — November
 - ii. Review and Correspondence: July — December
 - iii. Final Processing and Execution: November — January
 - b. Modification and amendment requests will be made in writing using the templates provided by SGC. No oral understanding or agreement not incorporated in the Grant

Agreement as a fully executed amendment is binding on any of the Parties. Any request for a modification or amendment must explain the purpose of the request, how the request is consistent with the TCC Guidelines and intent of the TCC Program, and the effect of not approving the request. All requests must include supporting documentation to validate the request. TCC Program staff may bring proposed Grant Agreement amendments to the Strategic Growth Council for approval.

- c. SGC will respond to the modification or amendment request within ten (10) working days. SGC's response to Grantee may include additional questions. SGC may require additional time to make a determination (i.e., approval or denial) about the request. SGC will consider requests for expedited review.
- d. Effective Date of Modification or Amendment:
 - i. If SGC approves the modification request in writing, the modification may take effect immediately.
 - ii. If SGC approves the amendment request, SGC will notify Grantee and prepare amendment documents for Grantee within another ten (10) working days, or as soon as feasible.
 - iii. If SGC rejects the request in writing, Grantee may file a Dispute (Part 2, Section 31)
- e. SGC has the sole discretion to determine what changes to the Grant Agreement constitute "Modifications" or "Amendments." All requests, including reallocation of grant funds between Projects and/or Transformative Plan, will be determined to be either a modification or an amendment on a case-by-case basis by SGC in a manner consistent with this section.

10. Conditions for Beginning Work

- i. Readiness Requirements
 - a. Grantee may begin work on all Transformative Plans (Community Engagement, Workforce Development, and Displacement Avoidance) upon grant execution. Grantee Costs may also be spent upon grant execution.
 - b. Conditions for Beginning Work apply to all Quantifiable and Non-Quantifiable Projects. Grantee must ensure the Lead Entity of each Project demonstrates readiness prior to expending any direct project costs.
 - c. Pre-development, project management, and associated Indirect costs can be spent prior to achieving readiness.
 - d. Readiness requirements include CEQA documentation, site control, permits, project maps and designs, project schedules, operations and maintenance plans, and other

Strategy-specific requirements. Readiness requirements must be complete prior to beginning project implementation.

- e. Lead Entities must demonstrate readiness within the first year of the grant term, in accordance with the requirements outlined for each Strategy in Appendix B of the TCC Guidelines. Readiness will be assessed and approved independently for each individual Project.
 - f. SGC has sole discretion to determine when the Lead Entity has demonstrated readiness for each Project. Lead Entity may only expend direct project costs for each Project under this Grant Agreement once Grantee receives written notice from SGC.
 - g. SGC will provide written notice regarding the readiness status of each Project in a Readiness Memo. The Readiness Memo will be updated as the Grantee submits additional readiness documentation.
- ii. Failure to meet Readiness Requirements
- a. Projects that do not meet the readiness requirements within the first year of the grant agreement will be deemed to be infeasible and ineligible for reimbursement, unless SGC gives written approval to extend the timeline to meet the readiness requirements.
 - b. Funds from any projects deemed infeasible and ineligible for reimbursement cannot be allocated to new projects. Reallocation of funds, if any, to other projects included in the original Application will be subject to the Modification and Amendment procedures outlined above.
- iii. Special Readiness Requirements
- a. For Projects with multiple project sites that will be secured during the Project Completion Period, including Projects with residential participation such as tree planting or solar installations, the following readiness requirements will apply:
 - i. Lead Entity does not need to demonstrate site control and compliance on all project sites prior to expending any direct project costs. Lead Entity must still achieve all other readiness requirements in accordance with Appendix B of the TCC Guidelines prior to expending any direct project costs.
 - ii. Lead Entity must have site control and compliance on a project site from the appropriate governing agency or private property owner prior to beginning work on a project site.
 - iii. Lead Entity must demonstrate site control and compliance with all applicable laws in order for SGC to reimburse Grantee for the work on a project site.

- b. For Car Sharing and Mobility Enhancement projects, Grantee must ensure the Lead Entity identifies all project sites and develops a plan to establish site control and satisfy all readiness requirements. These projects are subject to the readiness and compliance requirements for 'projects with multiple project sites'. Lead Entity must submit a site plan that includes contingency plans for each site that has not yet obtained site control.

iv. CEQA Clarification

This section outlines acceptable documentation for demonstrating CEQA completion, one of the primary readiness requirements for and conditions for beginning work on Projects under the TCC implementation grant.

- a. Required Documentation for projects that are categorically or statutorily exempt
 - i. A CEQA Notice of Exemption (NOE) that has been approved by the appropriate body pursuant to their obligations under CEQA; OR
 - ii. Documentation that the project is CEQA compliant, including but not limited to:
 - 1. A resolution adopted by the legislative body (e.g., City Council, Board of Supervisors) confirming a project's exemption. If a resolution or similar mechanism is not available or does not exist, meeting minutes documenting the legislative body's consideration and approval of the project's CEQA compliance may be submitted.
 - 2. A signed letter or similar document from the head of an administrative approving entity (e.g., Planning Director).
- b. Required documentation for all other projects
 - i. A file-stamped Notice of Determination
- c. Statutes of Limitation

SGC will notify Grantees that they may begin work on a project once all readiness requirements have been met, including CEQA completion. However, projects are still subject to statutes of limitation for legal challenges, which vary depending on the type of CEQA filing and whether a CEQA filing occurs (Public Resources Code, §21167):

- i. Filing a Notice of Determination: 30 days
- ii. Filing a Notice of Exemption: 35 days

iii. No filing: 180 days

Grantees must notify SGC when the statutes of limitations have lapsed for each project, and if any legal challenges arise. If a legal challenge is brought against a project, SGC has the authority to issue a Stop Work Order, per Section 32 of the grant agreement.

11. Reporting Requirements

i. General Reporting Requirements:

- a. All reports must be completed using templates attached to this Grant Agreement or provided by SGC and submitted using the naming conventions provided by TCC Grant Manager.
- b. The first reporting period will begin on the start date of the Grant Agreement.
- c. All reports must be submitted to the TCC Grant Manager on the due date specified in the Reporting Schedule (Attachment D-4). When the report submission due date falls on a weekend or state-recognized holiday, reports will be due on the first working day that follows.
- d. All reports must be signed by the Authorized Signatory or Designee on file with SGC.
- e. SGC may request to verify reports through methods that include, but are not limited to: supporting documentation, site visits, conference calls or video conferencing.
- f. Grantee's failure to meet the reporting requirements on time may result in a delay in reimbursement.

ii. Progress Reports:

- a. Grantee must complete Progress Reports using the template attached to the Grant Agreement (Attachment D-3).
- b. Grantee must complete Progress Reports for the duration of the Project Completion Period.
- c. Progress Reports must correspond with the Budget and Schedule of Deliverables described in the Grant Agreement.
- d. Grantee must report on any deliverables submitted and submit evidence of work completed, as requested by SGC.

iii. Annual Reports:

The following materials must be submitted on an annual basis for the duration of the Project Completion Period, using templates provided by SGC:

- a. Annual Progress Report
 - b. Leverage Funding Report
 - c. Equipment Inventory Record: See Exhibit A Part 2, Section 29, Ownership, for further instruction regarding equipment inventory.
 - d. Indicator Tracking Report: See Exhibit C, Part 1, Section 5 for further instructions regarding indicator tracking.
- iv. Project Completion Reports:
- a. Completion Report: Grantee must submit a report at the completion of each individual Project using the template provided by SGC.
 - b. Supporting Documentation: Grantee must submit any supporting documentation required to demonstrate that Projects are fully completed.
- v. Final Reports:
- a. Final Report: Grantee must submit a final report by the end of the Performance Period using a template provided by SGC.
 - b. Leverage Funding Report: Grantee must submit a summary of the leverage funding spent at the end of the Performance Period using a template provided by SGC.

12. Evaluation and Indicator Tracking Reporting

Grantee must track and report on all indicators incorporated into the Indicator Tracking Plan finalized with SGC and the Evaluation Technical Assistance (see Exhibit C, Part 1, Section) until end of the Performance Period.

13. Payment Provisions

- i. Except as may be allowed under subsection (ii), Grantee will be paid on a reimbursement basis:
 - a. Partners must invoice Grantee before Grantee submits an invoice to SGC. TCC funds will be issued to Grantee, who will be responsible for dispersing payment to Partners in accordance with the requirements contained in the TCC Partnership Agreement. All invoices must be supported by adequate documentation evidencing that the direct cost for which the Partner seeks reimbursement has been incurred. Grantee must maintain as part of its records for the TCC Project all invoices and supporting documentation from their Partners; these records will be subject to the audit provisions in Exhibit A, Part 2, Section 24.

- b. SGC will not require that Grantee pay their Partners prior to requesting reimbursement from SGC, although Grantee may do so according to their procedures and policies.
- c. During the Project Completion Period, Grantee may only request reimbursement for eligible costs incurred for implementing the TCC Project. See Appendix B of the TCC Guidelines for details. Any work performed prior to the start date or after the end of the Performance Period will not be reimbursed.
- d. During the Project Performance Period, Grantee may only request reimbursement for Indicator Tracking costs as well as Grantee Direct and Indirect costs for completing the Final Report.
- e. Grantee shall ensure real property purchased with grant funds shall be acquired from a willing seller for a purchase price that does not exceed the real property's fair market value, as established by an appraisal that is conducted by an appraiser who is licensed pursuant to Part 3 (commencing with Section 11300) of Division 4 of the Business and Professions Code. The appraisal shall be prepared pursuant to the Uniform Standards of Professional Appraisal Practice. Grantee shall ensure an independent third party approved in writing by SGC reviews the appraisal for consistency with the Department of General Services Real Estate Division Appraisal Guidelines before the real property is purchased. The appraisal and independent review shall become part of the project file maintained by Grantee.
- f. Through an Advance Pay Pilot Program, SGC is authorized to provide Grantees advance payments of TCC grant awards through July 1, 2025. SGC may approve advance payments under this grant at its sole discretion. All requests for advance payments shall be submitted to SGC in writing (Advance Pay Request form to be provided), along with complete documentation of the Grantee's eligibility for advance payments in accordance with Government Code section 11019.1(c)(2)(A) (as further described below). Any material changes to the request form must be reported to SGC within 30 days. Advance payments shall not exceed 25% of the total grant award unless the Grantee demonstrates that a larger advance is needed and provides sufficient justification and documentation. All advance payments and the amount of any advance payment is subject to SGC's sole discretion. Grantees requesting advance payments under this subsection shall, in their written request, provide complete documentation of their eligibility for advance payments under Government Code section 11019.1(c)(2)(A), as follows:
 - i. Confirm that SGC has approved Grantee's itemized budget, spending timeline, and workplan;
 - ii. Identify the activities to be funded with any advance payment and provide support for the need for the advance payment, which may include but is not limited to, invoices, contracts, estimates, payroll records, and financial records;

- iii. Have no outstanding financial audit findings related to any of the moneys eligible for advance payment and be in good standing with the Franchise Tax Board and Internal Revenue Service;
- iv. Confirm compliance with all insurance terms of the Grant Agreement;
- v. Confirm that all funds received as an advance payment will be deposited into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be grant moneys, subject to federal laws and regulations, and Grantee shall report interest earned on the advance payment to SGC;
- vi. Describe procedures Grantee will use to minimize the amount of time that elapses between the transfer of funds and the spend down of those funds by the Grantee. Further, Grantee shall demonstrate that any previously advanced funds have been spent down or a plan is in place to ensure spend down of those funds in a timely manner;
- vii. Confirm that Grantee shall provide progress reports on the spend down of advanced funds no less than on a quarterly basis; and
- viii. Confirm that Grantee shall provide progress reports following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information.

Grantee shall provide money from advance payments to subrecipients in accordance with their grant program requirements. Grantee shall require all entities they subcontract with or award grant money to comply with (f), (g), and (h) of the eligibility requirements listed above. Regardless of any transfer or assignment of advance payments to subrecipients, Grantee shall be liable to the SGC for compliance with this paragraph and for any failures by subrecipients to perform contractual obligations or to comply with the requirements of this section.

All unused funding and interest earned provided as an advance payment, but not spent down within the grant timeline, shall be returned to SGC.

ii. Eligible Costs

Grantee should refer to the TCC Guidelines, including Appendix B, for eligible cost requirements. To the extent that the provisions of this Section may conflict with the TCC Guidelines, this Section takes precedent.

- a. Indirect costs are costs of doing business that are of a general nature and not directly tied to the grant, but necessary for the general operation of the organization. These costs may account for no more than 12% of the awarded TCC funds minus any funds for equipment purchases with a per unit cost of \$5,000.00 or more. The 12% maximum of indirect cost applies to Grantee and all Partners or

subcontractors. Reimbursement requests for indirect/overhead costs must be proportionate to the direct costs billed in an invoice.

- b. Direct costs will be reimbursable with TCC funds. Direct costs are defined as costs directly tied to the implementation of the Grant Agreement. In addition, insurance premiums are only an eligible cost to the extent that the cost of coverage increased because of the award or Project requirements. Grantees must adhere to the following requirements:
 - i. Pre-development costs may account for up to ten percent (10%) of related capital improvement costs for each Project and should not exceed five percent (5%) of total awarded TCC Funds. These activities and costs should occur within the first year of the grant term to meet readiness requirements. Construction management tied to project implementation is a direct project cost and will not be subject to the cap on "pre-development" costs.
 - ii. Water and wastewater connections may account for up to ten percent (10%) of the total TCC award for Grantees that need to meet program policy requirements for basic infrastructure access.
 - iii. The eligible use of heavy-duty trucks and equipment shall be reimbursed at the then-current rate set by the California Department of Transportation "Labor Surcharge and Equipment Rental Rate" guide.
- c. Travel costs directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates, in effect, during the term of this Grant Agreement.
 - i. SGC will reimburse for actual expenditures, based on equivalent civil service classifications, up to the maximum state allowable rates in effect at the time of travel. The state rates are available for review at: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
 - ii. Incidental costs and travel costs outside the State of California will not be reimbursed.
 - iii. For staff working on the project, Grantee shall maintain and submit for reimbursement detailed travel records and supporting documents (e.g. travel request and approval forms, expense claims, invoices, receipts for lodging and transportation, etc.) showing the date and purpose of the grant-related travel, destination and, in the case of travel by automobile, the number of miles driven.
 - iv. Grantee shall ensure travel costs are outlined in the Budget and Schedule of Deliverables and tied to tasks and deliverables in the work plan.

- v. Grantee shall ensure that any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the SGC and State of California for any liabilities resulting from such travel.
 - d. Project-specific allowable costs are costs that are only allowed under certain Strategies. These direct costs are allowed for project implementation, and therefore may not be subject to the indirect cost restrictions. These costs may still be subject to additional restrictions per Appendix B of the TCC Guidelines and will not be reimbursed if incurred for other Projects. See Exhibit C, Part 2 Project-Specific Terms and Conditions for project and strategy specific allowable costs.
- iii. Ineligible Costs
 - a. For ineligible direct implementation costs, refer to Appendix B and C of the Guidelines, by project or plan strategy.
 - b. Indirect costs in excess of 12% of the awarded TCC funds.
 - c. Climate resilience and adaptation must be integrated into the Projects, Transformative Elements, and Vision. Climate adaptation and resilience planning activities must be paid for with leverage funding only. Implementation measures and design features integrated into the TCC Project are fundable as direct project costs.
 - d. Projects that fund additional parking infrastructure or other infrastructure projects that induce demand for additional parking
 - e. Additional ineligible costs
 - i. Exceeding cost caps for Indirect or Pre-development costs
 - ii. Lobbying
 - iii. Advocacy work, such as for the passage of bills or local propositions
 - iv. Commission fees
 - v. Ongoing operational costs beyond the grant term
 - vi. Using funds for any cost that has been or will be paid through another funding source, or to finance any activities designed to supplant rather than supplement existing local agency activities or activities with pre-existing designated funding. This cost supplantation prohibition does not apply to interim financing for housing loans.
 - vii. Using funds for mitigation activities that are already mandated by local, regional, state, or federal governing bodies or agencies

- viii. Ceremonial expenses (including food and beverages)
 - ix. Expenses for publicity not related to the TCC Project implementation
 - x. Bonus payments of any kind
 - xi. Damage judgments arising from the acquisition, construction, or equipping of a facility, whether determined by judicial process, arbitration, negotiation, or otherwise
 - xii. Services, materials, or equipment obtained under any other State program
 - xiii. Real estate brokerage fees and/or expenses
 - xiv. Stewardship of legal defense funds
 - xv. Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure that may be located at a parking spot).
 - xvi. Reimbursement for any interest accumulated in order to finance the project
- iv. All costs must be reasonable, as defined below:
- a. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:
 - i. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of this Grant Agreement.
 - ii. The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of this Grant Agreement.
 - iii. Market prices for comparable goods or services for the geographic area.
 - iv. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to its employees, the public at large, and the state.
 - v. Whether the cost significantly deviates from the acquiring entity's established practices and policies regarding the incurrence of costs.

- b. SGC has the sole discretion to determine if a cost is reasonable. Any costs that do not meet the requirements above may not be reimbursed by the State. The Grantee may file a Dispute to contest SGC's determination.

v. Retention

- a. SGC will withhold payment of the final five percent (5%) of the total requested budget for each TCC Project Component until SGC determines that the requirements of that TCC Project Component have been fulfilled per the Grant Agreement.

14. Invoicing

During the Project Completion Period and Performance Period, the Grantee will submit online one (1) invoice package to SGC on the Report Due Date listed in the Reporting Schedule (Attachment D-4).

- i. Invoice Package - An invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials are collectively referred to as the "invoice package."

- a. Invoice — Grantee must use the invoice templates provided in Attachment D-3.

- i. Expenses should be broken out at the task level.
- ii. Expenses under each task should be broken out by cost type.
- iii. Indicator Tracking costs, travel, mileage, and equipment should be clearly identified.

- b. Supporting documentation — Grantee must submit supporting documentation for all itemized costs. Documentation may include but is not limited to: copies of purchase orders, receipts, subcontractor invoices, and timesheets. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by Grantee.

- i. Supporting documentation should be clearly labeled by task.
- ii. Supporting documentation does not need to be provided for Indirect costs. However, Grantee must maintain records of Indirect costs to be made available upon request from the State. Grantee shall ensure adequate books and accounts documenting Indirect costs are maintained in accordance with generally accepted accounting principles, consistently applied. Grantee shall invoice in accordance with the Indirect cost rate(s) approved for the TCC Project and each project and plan under the grant,

notification from SGC while addressing the concerns identified by SGC. Delays in providing revised invoice package on time may result in noncompliance notice or stop work order.

- v. If SGC determines that Grantee submitted false or materially inaccurate invoices, supporting document or components of the Application, SGC may impose any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Grant Agreement.
- vi. The final invoice for each TCC Project Component should include a request for reimbursement of the final five percent (5%) of the total requested budget, as discussed in Exhibit A Part 21 Section 13.v.a, of this Grant Agreement.

15. Leverage Funding

- i. Grantee shall ensure it and its Leverage Partners report on the leverage funding expended in the Annual Leverage Funding Report form. Grantee must retain supporting documentation of leverage funding that will be made available to the State upon request. Grantees shall ensure adequate books and accounts are maintained documenting leverage funding in accordance with generally accepted accounting principles, consistently applied.
- ii. Leverage funding must support the implementation of the Strategies selected to achieve the TCC Program Objectives, as determined by SGC.
- iii. Leverage funding must be spent within the Project Area and for the purposes of the TCC Project.
- iv. Grantee must only report eligible leverage funding expenditures. Expenditure of leverage funding will only count if it occurs after the grant was awarded by SGC on October 27, 2022, and before the end of the grant term. If leverage funding sources change during the grant term, Grantee will notify SGC at the subsequent reporting due date to allow SGC and DOC to determine the eligibility of the new leverage sources.
 - a. Changes in leverage funding sources that impact the Budget and Schedule of Deliverables may require an amendment to the Grant Agreement.
 - b. Changes in leverage funding sources that impact the 50% eligibility requirement in the TCC Guidelines and Application may require a remedy to be determined between Grantee and SGC.

16. Stand-alone Leverage Projects

- i. Stand-alone Leverage Projects must be completed by the end of the Performance Period and within the Project Area.

- ii. Grantee shall ensure it and its Leverage Partners shall report on the progress of Leverage Projects on an annual basis.
- iii. Stand-alone Leverage Projects may not be removed from the TCC Proposal scope of work after the grant has been awarded by SGC. SGC may consider the failure of a stand-alone leverage project to adhere to the terms of the Partnership Agreement to constitute a Grantee's non-performance under the Grant Agreement.

17. Work Outside the Project Area

No work outside the Project Area will be reimbursable through this agreement. SGC disclaims any representations, express or implied, that any work outside the Project Area that was not approved as part of the Application is or will be funded by the TCC Program. Grantee waives any claims against SGC related to such work.

18. Repayment of Funds

If grant funds are not expended, or have not been expended in accordance with this Grant Agreement; or that real or personal property acquired with grant funds is not being used, or has not been used for purposes in accordance with the Grant Agreement; SGC has sole discretion to take appropriate action under this Grant Agreement, at law or in equity, including but not limited to:

- i. Requiring Grantee to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices;
- ii. Requiring Grantee to repay any funds improperly expended.

19. Availability of Funds

Sufficient funds for this Grant Agreement have been made available by FY 2021-2022 budget appropriation from the General Fund. However, this Grant Agreement is subject to any restriction, limitation, or condition enacted by the Legislature, which may affect the provisions, terms, or funding of this contract in any manner.

20. Revenue

All revenue generated as a part of any Project or Transformative Plan by Grantee, Partner or subcontractor must be used to further the TCC Project to the extent reasonably possible. Grantee must keep records of revenue expenditures for audit purposes.

21. Monitoring and Oversight

Grantee agrees that the State or designated representative has the right to visit the project sites pertaining to any TCC Project described in this Grant Agreement. Project sites may include any public or participating private properties.

- i. Once the Grant Agreement is executed, the TCC Grant Manager may request a regularly occurring monthly phone call or in-person meeting with Grantee's Grant Manager to discuss the TCC Project. Grantee must work with the TCC Grant Manager to accommodate monitoring requests.
- ii. The State retains the right to conduct a minimum of two (2) site visits a year during the grant term.
- iii. At the State's discretion, site visits may occur more frequently.
- iv. Grantee agrees that the State or designated representative has the right to conduct a final inspection of completed Projects, as determined by SGC. For construction Projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with final plans and specifications and any modifications. If Grantee or Lead Entity arranges a final inspection, Grantee must notify the TCC Grant Manager of the inspection date at least ten (10) working days prior to the inspection in order to provide State the opportunity to participate.

22. Recordkeeping

Grantee must establish an official file for the TCC Project funded by the Grant Agreement. The file must contain adequate documentation of all actions taken with respect to the TCC Project, including copies of the Grant Agreement, amendments and modifications, letters and email correspondences, financial records (including agreements and any associated documents with Partners and Subcontractors), required reports, and readiness and compliance documentation. The State reserves the right to audit all Grantee, Partner, and Subcontractor records for this project, as stated below.

- i. Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the attached Budget and Schedule of Deliverables. Separate bank accounts are not required. Grantee must maintain financial records of expenditures incurred during the TCC Project in accordance with generally accepted accounting principles, including leverage funding that may be required.
- ii. Grantee must maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing).
- iii. Partners and Subcontractors paid with moneys under the terms of this Grant Agreement must maintain all records as specified. Grantee maintains responsibility for ensuring that Partners and Subcontractors comply with the requirements above.

23. Records

Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement will be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Cal. Gov't Code § 6250 et seq.). Grantee may disclose,

disseminate, and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support as described in Section 53, Publicity. Grantee must not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State has the right to use any data described in this paragraph for any public purpose.

24. Audit and Record Retention

Grantee must ensure adequate protection for all records, physical and electronic, from loss, damage, or destruction for possible audit(s). Grantee agrees that the State or designated representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement and interview any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff of any Partners and Subcontractors related to the performance of this Grant Agreement.

- i. Grantee, Partners, and Subcontractors must maintain copies of project records four (4) years after the Performance Period, unless a longer period of records retention is stipulated.
- ii. The State retains the right to conduct an audit each year during the grant term and up to four (4) years after the Performance Period. Audits may include, but are not limited to, inspections of project records; ownership and usage records of equipment, vehicles, and infrastructure; and maintenance records of equipment, vehicles, and infrastructure.
- iii. The State may require recovery of payment from Grantee, issue a Stop Work Order or terminate the Grant Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

25. Compliance

Grantee must fully comply with all applicable federal, state, and local laws, ordinances, regulations, plans, and design standards. Grantee must secure any new permits or licenses required by authorities having jurisdiction over the Project Area and maintain all presently required permits. Grantee must ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement. Grantee must promptly provide evidence of such compliance if requested by the State.

Additionally, Grantee certifies that it currently is not and will not become:

- i. In violation of any order or resolution subject to review promulgated by CARB or an air pollution control district;
- ii. Subject to a cease-and-desist order subject to review issued pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or
- iii. Determined to be in violation of provisions of federal law relating to air or water pollution.

Grantee must ensure that Partners and Subcontractors comply with all terms in this section with respect to the TCC Project.

26. Insurance

- i. A Grantee or Lead Entity that is a governmental organization may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.
- ii. If Grantee or Lead Entity is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the following are the insurance requirements:
 - a. Grantee must ensure the following insurance policies are obtained and kept in force through the Project Completion Period for each project, with no lapses in coverage, that cover any acts or omissions of Grantee and its employees engaged in carrying out any tasks specified in this Grant Agreement:
 - i. Worker's Compensation Insurance in an amount of not less than the statutory requirement of the State of California.
 - ii. Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
 - iii. Motor vehicle liability with limits in an amount not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
 - b. Insurance policies must name the State of California, its officers, agents, employees and servants as additional insured parties for the commercial general liability and automobile liability insurance but only with respect to work performed under the Grant Agreement. Grantee is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to SGC within sixty (60) calendar days of the Grant Agreement signature. The grant number must be included on each submitted Certificate of Insurance.
 - i. Grantee must notify SGC prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier.
 - ii. Grantee must notify SGC if any Partners or subcontractors are not in compliance with the insurance requirements above. If any Partners or subcontractors are out of compliance, SGC reserves the right to issue a Stop Work Order, until resolved, as described below
 - iii. Grantee is responsible for determining the appropriate level of insurance, if any, for its Partners or subcontractors.

27. Computer Software

Grantee must ensure that the appropriate systems and controls are in place so that funds under this Grant Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

28. Personally Identifiable Information

Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals is confidential in accordance with California Civil Code Sections 1798, et seq. and other relevant state or federal statutes and regulations. Grantee must ensure that all such information or data that comes into possession under this Grant Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

29. Ownership

i. Deliverables:

Grantee hereby grants to the State a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Grant Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the State's behalf.

ii. Equipment:

- a. Purchase of equipment using grant funds is allowable only with prior approval by TCC Grant Manager.
- b. Cost of equipment purchased shall be substantiated by purchase receipt.
- c. For any equipment purchased or built with funds that are reimbursable as a direct cost of the TCC Project, as determined by SGC, Grantee, Partner, or Subcontractor, as applicable, must be the sole owner on title.
- d. If the funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is "grant-funded equipment."
- e. Each grant-funded equipment must be dedicated to the described use in the same proportion and scope as was in the Grant Agreement, unless SGC agrees otherwise in writing, during the useful life of the equipment.
- f. If the owner of the grant-funded equipment determines that it no longer has need for the grant-funded equipment before the end of the equipment's useful life, the owner shall donate the grant-funded equipment to a public entity or nonprofit organization that will use the grant-funded equipment for purposes that are similar to the purpose intended in the Grant Agreement or to a public entity or nonprofit that serves the project area.
- g. For the duration of the useful life of each grant-funded equipment, the grantee shall maintain a record identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.

EXHIBIT B

Standard Provisions for City Contracts

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'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 **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance

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

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

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

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

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

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

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

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

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

PSC-41. Compliance with California Public Resources Code Section 5164

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

WC

Statutor

✓

EL

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

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

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

Crime Insurance

Other: _____

EXHIBIT C

Scope of Work

EXHIBIT C
SCOPE OF WORK - E-BIKE LIBRARY

Project Description

This project will expand the number of LACI e-bikes and fund operations of an E-Bike Library. This library will enable South LA residents to check out LACI e-bikes for use on a long-term basis at a subsidized price; this is aimed to increase equitable access to transportation.

The California Air Resources Board's Sustainable Transportation Equity Project (CARB STEP) has funded the initial 250 LACI e-bike fleet purchase and operations in 2024 and 2025 (Phase I). The Strategic Growth Council's Transformative Climate Communities (TCC) grant awarded to South LA Eco-Lab will fund operations in 2026 and 2027. A portion of TCC funds will be used to supplement LADOT funds for the purchase of an additional 250 LACI e-bikes (Phase II). The number of e-bikes is subject to change with written approval from LADOT and as allowed in the Subaward Agreement (EXHIBIT A).

This project will be executed through an agreement between the City of Los Angeles Department of Transportation (LADOT) and Los Angeles Cleantech Incubator (LACI). LADOT will oversee grant administration and planning. The Los Angeles Cleantech Incubator (LACI) is the implementation partner for planning and will oversee operations. Local partners (such as bike shops and nonprofits) will conduct community engagement activities, enroll participants in the e-bike program, perform participant trainings, host the e-bike fleet (when not checked out) and repair, maintain, and lend out bikes.

Scope of Work

LACI shall procure 250 additional e-bikes and operate an e-bike library for a duration of two years.

TASK 1 CONCEPTUAL PLANNING

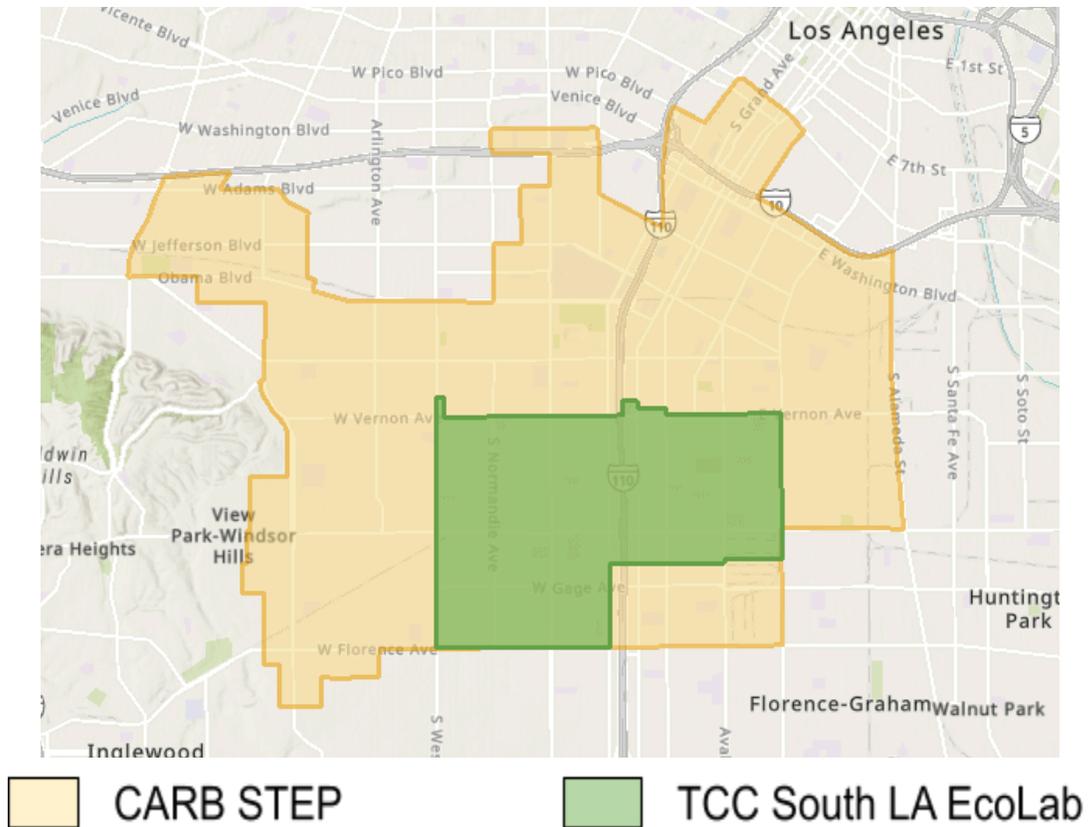
LACI shall develop and implement an E-Bike Library Program (the "Program") which provides e-bike access for extended "Check-outs" in the geographic boundary defined in Map 1 ("Project Area").

1A- LACI shall develop and coordinate conceptual plans. Completed conceptual plans will be submitted to LADOT as a deliverable.

1B- LACI shall develop Operational Policies and Procedures. Operational Policies and Procedures are a readiness requirement and must be submitted and approved prior to drafting the Operations and Maintenance Plan (Task 1C).

1C- LACI shall submit an Operations and Maintenance (O&M) Plan, including a plan for the disposition of the e-bike library after the end of the grant period, rental targets for each quarter of operations as agreed upon in writing by LADOT, and standard rental policies and procedures. The O&M Plan is a readiness deliverable that is required to be submitted and approved by LADOT prior to receiving reimbursement of Tasks 3 and 4.

Map 1. Project Area



On August 20, 2025, the Strategic Growth Council approved an amendment to the TCC Implementation Grant SGC23109 for the the Project Area is to consist of the existing CARB STEP Boundary inclusive of the following zip codes: 90001, 90003, 90007, 90008, 90011, 90015, 90016, 90018, 90021, 90037, 90043, 90047, 90044, 90052, 90058, 90062, 90089. The approved Amendment is contingent on establishing a 50% user target for residents in the TCC project area (zip codes 90001, 90003, 90011, 90037, 90047, 90044, 90062) to ensure the program continues to benefit them

Task 2 Project Management and Administration

LACI shall manage procurement and vendor operations over two years (expected January 2026 to December 2027 and the two project years must not overlap with e-bike library operations funded by CARB STEP).¹

2A- LACI shall establish contractual agreements with Community Management Partners (CMPs) and Technology Providers. For the purposes of this agreement, CMPs are defined as local partners (businesses, nonprofits, etc.) that will operate the public-facing portion of the e-bike library including but not limited to executing the community engagement plan, education and training, hosting, maintaining, and lending out LACI e-bikes. Technology Providers are defined as the suppliers and/or manufacturers of the LACI e-bike fleet and any and all necessary operations hardware, software, and/or facilities. CMPs and Technology Providers will be considered subcontractors and subject to the terms and conditions of this agreement as outlined in Section 5.3 "Use of Subcontractors".

- i. LACI shall submit a draft of the CMP and Technology Provider contractual agreements to LADOT for review prior to execution.
- ii. Any CMP/Technology Provider agreement that may reasonably require the CMP/Technology Provider to enter into additional contractual agreements, such as leases, subscriptions, warranties, etc., shall require the CMP/Technology Provider to submit the contractual agreement(s) to LADOT for review prior to execution.
- iii. LACI shall provide LADOT with copies of all final signed contracts.

2B- LACI shall lead stakeholder meetings, project implementation and completion, monitor the set up of appropriate indicator tracking, lead data collection and analysis.

- i. LADOT Meetings. LACI shall attend all periodic project status meetings with LADOT staff.
- ii. South LA Eco-Lab Meetings. LACI shall attend all South LA Eco-Lab's project status meetings.

¹ This operations timeline is pending the submission and approval of a modification request per the terms of the Subaward Agreement.

- iii. Annual Data Reports. LACI shall respond to LADOT requests for annual data reports within 7 days. Annual data reports shall include:
- UCLA's requested data collection via indicator tracking form: number of e-bikes purchased, number of replacement ebikes, number of ebike replacement parts, hours of operation of ebike library, community engagement metrics, etc.
 - Job Reporting Form
 - Forms requested by Community Partners/SGC: Annual Progress Report, Leverage Funding Report, Equipment Inventory
 - LADOT trackers: social media, community engagement

2C- LACI shall prepare and provide BiMonthly Reporting and Invoicing to LADOT in accordance with Exhibit D "Budget and Deliverables".

2D- LACI shall provide Indicator Report and Jobs Reporting data to LADOT annually upon request, or as requested by South LA Eco-Lab's Evaluation Technical Assistance Provider (UCLA).

2E- LACI shall provide Evaluation Data and Information to the Evaluation Technical Assistance Provider (UCLA), as requested. This may include but is not limited to participation in Evaluation Surveys, Interviews, Focus Groups, Information Requests.

Task 3 Purchase and Onboard Bike Fleet

LACI shall purchase 250 e-bikes and any and all necessary hardware and/or software for Phase II operations (expected 2026 and 2027) of the Program.

3A- LACI shall purchase and inspect 250 new e-bikes and provide a log of bike inventory, photographs and report of in-person inspection of e-bikes as deliverables. LACI shall provide an expected procurement timeline within 3 months of the execution of this agreement. LACI must submit a purchase order for at least 125 LACI e-bikes no later than June 30, 2026. The full fleet of up to 250 LACI e-bikes must be procured and/or in service no later than December 30, 2026. Should costs associated with theft, vandalism, bike costs, insurance costs, etc. increase, the number of e-bikes is subject to change with written approval from LADOT and as allowed in the Subaward Agreement (EXHIBIT A).

3B- LACI shall maintain the e-bike fleet at the 250 e-bike capacity and purchase replacement e-bikes (up to 25% of fleet) and parts as needed until all replacement bike and spare parts funds have been exhausted. LACI shall maintain a log of replacement bikes & parts, including photographs. LACI shall provide this log to LADOT with each Bimonthly Report and Invoice in which reimbursement for replacement e-bikes and parts is requested.

Task 4 Program Operation

LACI shall manage Phase II operations of the e-bike library (250 and up to 500 in total LACI e-bike level).

4A- LACI shall provide Bimonthly reporting and Invoicing, including but not limited to number of members, number of e-bikes in service, and usage.

Task 5 Community Outreach and Marketing

5A- LACI and the CMPs shall create a community engagement plan in consultation with LADOT and the South LA Eco-lab Team.

5B- LACI and the CMPs shall conduct community engagement, including but not limited to, e-bike trainings, town halls, and online engagement. LACI will provide an engagement progress report that includes the number of e-bike trainings held, unique customers reached, summary of feedback etc.

EXHIBIT D

Budget and Deliverables

Project 6 - LADOT E-bike Library	Strategy 3.3 - Car Sharing and Mobility
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Lead Entity: LADOT

Project Description:
 This project will expand the number of bikes and fund phase II operations of a new LADOT E-Bike Library. This library will enable South LA residents to check out e-bikes for use on a long-term basis at a subsidized price; this is aimed to increase equitable access to transportation.

This library will operate from 2024 to 2027. CARB STEP will fund the initial 250 e-bike fleet purchase and operations in 2024 and 2025. TCC will fund operations in 2026 and 2027. A portion of TCC funds will be used to supplement LADOT funds for the purchase of an additional 250 e-bikes.

This project will be executed in cooperation with several partners. LADOT will oversee grant administration and planning. The Los Angeles Cleantech Incubator (LACI) is a consulting partner for planning and will oversee operations. Local partners (bike shops and nonprofits) will host (when not checked out), maintain, and lend out bikes.

Reimbursement Conditions:
SUBRECIPIENT will not be reimbursed for Tasks 3 (purchase of bike fleet) & 4 (operations) until all readiness deliverables for Tasks 1 & 2 are received and approved by LADOT and the TCC Grant Manager (by an updated readiness memo).

Changes to the timeline may be permissible, with an approved modification request by SGC.

Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds (LADOT/STEP)	Leverage Funds (Bicycle Plan Measure R)
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Task 1: Conceptual Planning

A) Develop and coordinate conceptual plans, with consultant support	Conceptual Plans	2023 - 2026	\$10,000.00		
B) Operational policies and procedures	<u>Readiness Requirements</u> <u>Operational Policies and Procedures</u>				
C) Operations and Maintenance Plan, including a plan for the disposition of the e-bike library after the end	<u>Readiness Deliverable</u> <u>O&M Plan</u>				

Task 2: Project Management and Administration

A) Establish contractual agreement with community operations partners	Signed contract with community operations partners	2023-2027			
B) Coordinate stakeholder meetings, oversee project implementation and completion, monitor the set up of appropriate indicator tracking, lead data collection and analysis	Bimonthly Reporting and Invoicing				
C) Prepare and manage budget and invoicing	Bimonthly Invoicing				
D) Provide Indicator Reports to Evaluation Technical Assistance Provider	Annual Indicator Reports: 1) Data Indicators 2) Jobs Reporting				

E) Provide Evaluation Data and Information to Evaluation Technical Assistance Provider	Participation in Evaluation Surveys, Interviews, Focus Groups, Information Requests				
F) Consultant to provide technical expertise for project implementation	Professional advise on project implementation and management		\$80,000.00		
G) Subcontractor to manage procurement and vendor operations over three years (2024 through 2026)	Procurement and vendor operations management		\$160,000.00		
Task 3: Purchase and Onboard Bike Fleet					
A) Purchase and inspect 250 new E-Bikes for expanded operations (phase II)	Log of bike inventory, photographs and in-person inspection of e-bikes	2025-2027	\$225,000.00	\$600,000.00	\$50,000.00
B) Purchase Replacement Bikes (up to 25% of fleet)	Log of replacement bikes & parts + photographs.		\$115,000.00		\$200,000.00
Task 4: Program Operation					
A) Manage operations for phases I & II of ebike library (250-500 bike level)	Bimonthly Reporting and Invoicing, including: number of members, usage,	2024-2027	\$1,000,000.00		
Task 5: Community Outreach and Marketing					
A) Create a community engagement plan in consultation with South LA Eco-lab Team & Execute RFP for community engagement partner	1) Community Engagement Plan 2) RFP Executed Contract	2023-2027			
B) Conduct Community Engagement, including: -[types of engagement included in plan] -Workshops -Town Halls -Online Engagement	Progress report - engagement: number of workshops held, unique customers reached, summary of feedback etc.		\$600,000.00		
Contingency					
10% Baseline Contingency		Project Completion Period	\$227,460.00		
	Totals:	\$3,267,460.00	\$2,417,460.00	\$600,000.00	\$250,000.00

EXHIBIT E

ATTACHMENTS

Attachment E-1: Timesheet Summary

TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM Implementation Grant - Staff Hours Report

Grantee:	Community Partners	Reporting Period (start date):	[Start Date]
TCC Project Name	South LA Eco Lab	Reporting Period (end date):	[End Date]
Grant #:	SGC23109	Employer Name:	Your Org Name
Round #:	4	Project/Plan Name:	

Dates Worked (MM/DD/YYYY) -	Employee Name	Task X - Work Description	Hourly Rate (\$)	Number of Hours	Total (\$)
Task 1 SubTotal				0	\$0.00
Task 2 SubTotal				0	\$0.00
Project/Plan Total				0	\$0.00

The above record of hours worked is true and correct. The Employer has retained records to support and prove this records validity.

Employer Representative Name (Printed): _____

Employer Representative Signature and Date: _____

Grantee Representative Name (Printed): _____

Grantee Representative Signature and Date: _____

Attachment E-2: Bimonthly Invoice

**TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM
IMPLEMENTATION GRANT - BIMONTHLY INVOICE DETAIL**

Complete this form for Grantee Costs, Funded Projects, and Transformative Plans.

Grantee: Community Partners		Grant Number:SGC23109	
TCC Project Name: South LA Eco Lab		Round #: 4	
Period #:	Reporting Period Dates:	[Start Date]	[End Date]
Replace with your project/plan name.		Enter Your Org Name	

TASK #	Cost Description/Category	Amount	Supporting Documentation/Page #
	Subtotal		
	Subtotal	\$ -	
	Subtotal	\$ -	
	Subtotal	\$ -	
Travel			
	Subtotal	\$ -	
Equipment			
	Subtotal	\$ -	

Indirect/Overhead			
	Subtotal	\$	-
	SUBTOTAL FOR THIS PERIOD		

By my signature below, I certify that I have full authority to execute this payment request on behalf of the Lead Entity. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Subaward Agreement.

Signature of Authorized Representative (Lead Entity)

Print Name and Title

Date

Attachment E-3: Bimonthly Progress Report

<p>Transformative Climate Communities Program Implementation Grant – Bimonthly Progress Report Updated January 20, 2021</p>
--

Grantee:	Grant Number:
TCC Project Name:	Round #:
Period #:	Reporting Period: [Start Date] to [End Date]
Authorized Signatory: [Name]	[Position]
<p>By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement. By signing this progress report, I also certify the information provided in the following annual deliverables:</p> <ul style="list-style-type: none"> • Annual Leverage Funding Report • Annual Equipment Inventory Record 	
Signature:	Date:

- Summarize the work completed during reporting period. Insert one table for each **Funded Project** and **Transformative Plan**.

[INSERT NAME OF FUNDED PROJECT OR PLAN]	Lead Entity: [INSERT]
Tasks	Grant Funds Spent
[INSERT Task # and Name]	\$
<ul style="list-style-type: none"> • Describe work completed • Use bullet points and be succinct • Make sure to clearly align with the language used in Exhibit B (to ensure easy review) <p>Bold any deliverables submitted</p>	
[INSERT Task # and Name]	\$
[INSERT Task # and Name]	\$

[INSERT Task # and Name]	\$
Total	\$

2. Summarize the **Indicator Tracking** work completed during the reporting period (the table below is for UCLA only):

[INSERT ITP 1 or 2]	Grant Funds Spent
[INSERT Task # and Name]	\$
<ul style="list-style-type: none"> • Describe work completed • Use bullet points and be succinct • Make sure to clearly align with the language used in Exhibit B (to ensure easy review) Bold any deliverables submitted 	
Total	\$

Attachment E-4: Annual Progress Report

<p>Transformative Climate Communities Program Implementation Grant – Annual Progress Report Updated June 5, 2020</p>

Grantee:		Grant Number:	
TCC Project Name:			Round #:
Period #:	Reporting Period:	[Start Date] to [End Date]	
Authorized Signatory: [Name]		[Position]	
<p>By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, for the above-mentioned Program are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement. By signing this progress report, I also certify the information provided in the following annual deliverables:</p> <ul style="list-style-type: none"> • Annual Leverage Funding Report • Annual Equipment Inventory Record 			
Signature:		Date:	

Please respond to the following questions in 1-3 paragraphs, or with clear bullet points:

Success Stories and Lessons Learned

1. Summarize the major grant milestones completed in the last year.
2. Please share any other success stories from the Project Area, and provide links to related media, as applicable.
3. Describe any “lessons learned” in this past year. Specifically highlight any lessons that may help current grantees, future applicants, or the State, in continued implementation of the projects, and program, respectively.

Challenges and Areas for Improvement

For each question below, please elaborate on: a) steps that the Grantee or Partners are taking to improve, or b) actions or assistance needed from the State, as applicable.

4. Discuss any challenges experienced while implementing the grant.

Attachment E-8: UCLA Indicator Tracking Report

Project Name:	LADOT E-Bike Library Indicator Tracking Plan (ITP)
Form Date:	
Reporting Period Start Date*:	
Reporting Period End Date*:	
Completed By (Name, Organization):	
Contact Email:	

* Report only what has been accomplished this particular reporting period (i.e., non cumulative numbers)

Indicator	Specific Metric	Metric Subcategory 1	Metric Subcategory 2	Value	Data Source Description	Data Source Examples	Notes
Outputs - Basis for Process Evaluation							
Outputs from E-Bike Library Buildout							
E-Bikes purchased	Number and location of E-Bikes purchased	N/A	N/A			Invoices	
E-Bike replacements	Number of replacement e-bikes	N/A	N/A			Invoices	
E-Bike replacement parts	Number of replacement e-bike parts (by part type)	Part 1: TBD	N/A			Invoices	
		Part 2: TBD	N/A			Invoices	
		Part 3: TBD	N/A			Invoices	
E-bike library operation	Hours of operation of e-bike library	N/A	N/A			Operations Schedule	
Outputs from Community Engagement Activities for LADOT E-Bike Library Indicator Tracking Plan (ITP) (if relevant)							
Community events hosted by TCC partners	Number of community events hosted by TCC partners (by event type and language)	Event Type 1: TBD	Language: TBD			Meeting agendas	
		Event Type 2: TBD	Language: TBD			Meeting agendas	
		Event Type 3: TBD	Language: TBD			Meeting agendas	
Community events attended by TCC partners	Number of community events attended by TCC partners (by event type and language)	Event Type 1: TBD	Language: TBD			Meeting agendas	
		Event Type 2: TBD	Language: TBD			Meeting agendas	
		Event Type 3: TBD	Language: TBD			Meeting agendas	
Meetings with key stakeholders	Number of meetings with key stakeholders (by stakeholder group and language)	Event Type 1: TBD	Language: TBD			Meeting agendas	
		Event Type 2: TBD	Language: TBD			Meeting agendas	
		Event Type 3: TBD	Language: TBD			Meeting agendas	
Stakeholders invited to each event/meeting	Number of stakeholders invited to each event/meeting (by stakeholder group and language)	Event 1: Name/Date TBD	Language: TBD			Mailing lists	
		Event 2: Name/Date TBD	Language: TBD			Mailing lists	
		Event 3: Name/Date TBD	Language: TBD			Mailing lists	
Stakeholders engaged each event/meeting	Number of stakeholders engaged each event/meeting (by stakeholder group and language)	Event 1: Name/Date TBD	Language: TBD			Sign-in sheets	
		Event 2: Name/Date TBD	Language: TBD			Sign-in sheets	
		Event 3: Name/Date TBD	Language: TBD			Sign-in sheets	
Properties visited through door-to-door outreach	Number of properties visited through door-to-door outreach (by property type)	Single Family Homes	N/A			Fieldwork log	
		Apartments	N/A			Fieldwork log	
		Commercial Buildings	N/A			Fieldwork log	
Stakeholders engaged through door-to-door outreach	Number of stakeholders engaged through door-to-door outreach (by property type)	Single Family Homes	N/A			Fieldwork log	
		Apartments	N/A			Fieldwork log	
		Commercial Buildings	N/A			Fieldwork log	
Stakeholders contacted over the phone	Number of stakeholders contacted over the phone	N/A	N/A			Call logs	
Stakeholders engaged over the phone	Number of stakeholders engaged over the phone (by language)	Language: TBD	N/A			Call logs	
		Language: TBD	N/A			Call logs	
		Language: TBD	N/A			Call logs	
Posts made over social media	Number of posts made over social media (by platform and language)	Platform 1: TBD	Language: TBD			Post history	
		Platform 2: TBD	Language: TBD			Post history	
		Platform 3: TBD	Language: TBD			Post history	
Stakeholders engaged through social media outreach	Number of stakeholders engaged through social media outreach (by platform)	Platform 1: TBD	N/A			Followers	
		Platform 2: TBD	N/A			Followers	
		Platform 3: TBD	N/A			Followers	
Printed materials distributed to stakeholders	Number of printed materials distributed to stakeholders (by material type and language)	Material Type 1: Mailer	Language: TBD			Mailing lists	
		Material Type 2: Printed Material	Language: TBD			Mailing lists	
		Material Type 3: TBD	Language: TBD			Mailing lists	
Electronic materials distributed to stakeholders	Number of electronic materials distributed to stakeholders (by material type and language)	Material Type 1: Virtual Meetings	Language: TBD			Listserv subscribers	
		Material Type 2: Virtual Flyer	Language: TBD			Listserv subscribers	
		Material Type 3: TBD	Language: TBD			Listserv subscribers	

Project Name:	LADOT E-Bike Library Indicator Tracking Plan (ITP)
Form Date:	
Reporting Period Start Date*:	
Reporting Period End Date*:	
Completed By (Name, Organization):	
Contact Email:	

* Report only what has been accomplished this particular reporting period (i.e., non cumulative numbers)

Indicator	Specific Metric	Metric Subcategory 1	Metric Subcategory 2	Value	Data Source Description	Data Source Examples	Notes
Outcomes from E-Bike Library Buildout							
E-Bike Usage	Number of E-Bike trips	N/A	N/A			Operational data	
	Average trip length (miles)	N/A	N/A			Operational data	

EXHIBIT F

Form Gen 146

Required Insurance and Minimum Limits

Name: Los Angeles Clean Tech Incubator (LACI)

Date: 05/14/2025

Agreement/Reference: Agreement: South LA EcoLab, A Transformative Climate Communities (TCC) Program

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

Limits

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

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as Additional Insured

\$2,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

\$1,000,000

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

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

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

100% of the contract price

Crime Insurance

Other: A. UMBRELLA LIABILITY: \$2 Million per occurrence; \$2 Million aggregate. B. CYBER LIABILITY: i. Technology errors & omissions and professional misconduct = \$1 Million per occurrence; \$2 Million aggregate; ii. Unauthorized Computer Access, Security and Privacy Liability, Network Interruption, and Cyber Extortion = \$1 Million per occurrence; \$2 Million aggregate; iii. Cloud Computing Liability = \$1 Million per occurrence; \$2 Million aggregate. NOTE: If the contractor maintains limits higher than those indicated on the Form Gen. 146 for this contract, the City of Los Angeles shall be entitled to coverage for the higher limits maintained by the contractor.