

**FIRST AMENDMENT TO THE SECOND
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
AND
THE CITY OF LOS ANGELES HARBOR DEPARTMENT**

This First Amendment (“Amendment No. 1”) made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Harbor Commissioners (“Harbor Department”) and the Housing Authority of the City of Los Angeles, a public body, corporate and politic (“HACLA,” and together with the Harbor Department, the “Parties”), and amends the August 25, 2022 Second Memorandum of Understanding NP-2022-27/Harbor Agreement No. 22-9799-B (“Second MOU” or “MOU”) between the Parties.

RECITALS

WHEREAS, the Parties entered into Memorandum of Understanding HA-2021-28/Harbor Agreement No. 21-9799 (the “Initial MOU”), to develop a linear park along the Harbor Boulevard Parkway (“Project” or “Parkway Improvements”), for which they each agreed to undertake various tasks in support of the Project; and

WHEREAS, the Harbor Department completed its obligation to prepare the Project property for construction through demolition and remediation work at an estimated total cost of \$1,430,000; and

WHEREAS, on October 28, 2021, HACLA applied to the Los Angeles County Regional Park and Open Space District (“RPOSD”) for \$700,000 in Measure A Grant funds to help finance the Parkway Improvements, with the Harbor Department providing a letter of support for HACLA’s application; and

WHEREAS, on February 10, 2022, RPOSD notified HACLA that it was awarded \$700,000 in Measure A Grant funds for construction of the Parkway Improvements; and

WHEREAS, acceptance of the Measure A Grant Funds under the requisite grant agreement (the “RPOSD Grant Agreement”) obligated HACLA to make certain commitments to RPOSD regarding long-term maintenance of the Parkway Improvements; and

WHEREAS, on August 11, 2022, the Board of Harbor Commissioners approved the Second MOU (Harbor Agreement No. 22-9799-B), via Resolution No. 22-10055; and

WHEREAS, on August 25, 2022, HACLA and the Harbor Department entered into the Second MOU to memorialize the terms and conditions governing their respective roles and responsibilities for the Project; and

WHEREAS, HACLA’s Project contractor Lucas Buildings, Inc. (“Lucas”) commenced construction of the Project in September 2022 and completed construction in January 2024; and

WHEREAS, the RPOSD Grant Agreement required that HACLA assign, and the Harbor Department assume, HACLA's obligations with regard to long-term maintenance and upkeep of the Project in perpetuity, pursuant to an Assignment and Assumption of Grant Agreement ("AAGA"); and

WHEREAS, after consultation with the California State Lands Commission and negotiations between the Harbor Department, RPOSD, and HACLA, the Parties have concluded that it is not possible for the AAGA to be modified so as to be consistent with both the Measure A Grant requirements and the Harbor Department's obligations under its Tidelands Trust obligations to not restrict trust property use in perpetuity, and that accordingly HACLA would not be able to receive the Measure A Grant Funds in support of the Project; and

WHEREAS, in order to partially offset the loss of the Measure A Grant funds, the Harbor Department has agreed to provide \$400,000 in additional funding in support of the Project; and

WHEREAS, on November 14, 2024, the BOC, via Resolution No. 10167, authorized HACLA to enter an amendment to the MOU reflecting the Harbor Department's additional contribution in support of the Project and the removal of RPOSD restrictions; and

WHEREAS, as a result of the withdrawal of the Measure A Grant funds, the Parties desire to remove obligations pertaining to the Measure A Grant Funds and the RPOSD Grant Agreement from the Second MOU.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, HACLA and the Harbor Department hereby agree that the Second MOU is amended as follows:

- 1) The recitals set forth above are incorporated to the Second MOU by reference as if fully set forth therein and made a part thereof.
- 2) Section 2.3 "Project Construction" "Subdivision A. Project Estimated Cost Details," is deleted and replaced as follows:

A. Revised Cost Details

The Revised Cost Details for the Project are attached hereto as Exhibit B-1.

- 3) Under Section 2.3 "Project Construction" the following "Subdivision E. Harbor Department Construction Funding," is added as follows:

E: Harbor Department Construction Funding

The Harbor Department shall contribute up to \$400,000 in construction funding for the Project, pursuant to the Revised Cost Details for the Project attached hereto as Exhibit B-1. After the effective date of Amendment No. 1, HACLA shall submit to the Harbor Department itemized

invoices for construction costs allocated to the Harbor Department in Exhibit B-1 under the column entitled "POLA in lieu of RPOSD". The invoices shall indicate the expenditures made for the specific Project items and the total amount due. Upon request by the Harbor Department, HACLA shall submit appropriate supporting documents such as underlying purchase receipts to determine whether amounts on the invoices are allowable expenses under the Second MOU. The invoices shall be approved by the Executive Director or his or her designee prior to payment. When an invoice is approved and found to be in order, it shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

4) The following sections are hereby deleted in their entirety from the Second MOU as follows;

- (i) Section 2.4, "Los Angeles County Measure A Grant Agreement"
- (ii) Section 5.3, "Los Angeles County Measure A Grant Funds Indemnification" and
- (iii) Section 6.14, "County of Los Angeles Third-Party Beneficiary"

5) The second paragraph of Section 2.5, "Post-Construction Maintenance Period" as set forth below, is hereby deleted in its entirety from the Second MOU;

"During the Post-Construction Maintenance Period, HACLA shall be responsible for compliance with the Measure A Grant Agreement terms and conditions except for the maintenance of the Project as set forth in Exhibit E."

6) The first sentence of the third paragraph of Section 4.1, "Records and Audit Rights" as set forth below, is hereby deleted in its entirety from the Second MOU;

"HACLA shall maintain Project records for a period of no less than ten (10) years from the date of RPOSD's final inspection of the Project. The Harbor Department shall maintain Project records in its possession in accordance with its Document Retention Policy."

7) The second sentence of Section 6.5, "Assignment and Assumption" as set forth below, is hereby deleted in its entirety from the Second MOU;

"This Section 6.5 does not pertain to the possible assignment of HACLA's Measure A Grant Agreement to the Harbor Department pursuant to Section 2.4 above."

8) Exhibit B of the Second MOU, "Project Estimated Cost Details," is hereby deleted in its entirety and replaced by Exhibit B-1 "Revised Cost Details" attached hereto and incorporated into the Second MOU by this reference.

Except as amended herein, all remaining terms and conditions of Agreement No. NP-2022-27/Harbor Agreement No. 22-9799-B shall remain in full force and effect.

Subject to the provisions of Charter Section 373, the effective date of this Amendment shall be the date of its execution by Executive Director upon approval of the Los Angeles City Council.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to Agreement No. NP-2022-27/Harbor Agreement No. 22-9799-B on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

Dated: _____, ²⁰²⁴2025

By: _____
Eugene D. Seroka,
Executive Director

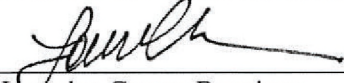
Attest: _____
Amber M. Klesges
Board Secretary

APPROVED AS TO FORM AND LEGALITY
April 10, 2025
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel


By: 
Heather M. McCloskey, Deputy

THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

Dated: May 15, 2025

By: 
Lourdes Castro Ramirez
President and CEO

Approved as to form and legality

By: 
John Nosco
Senior Staff Attorney

Date: 04/09/2026

Contractor/Vendor Name: Housing Authority of City Of Los Angeles
1 Amendment to 2nd MOU

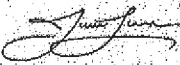

Account#	161305	Project#	2567500
Division#	00000	Task#	2006200
Budget FY:		Amount:	
25/26		400,000	
TOTAL:		400,000	
<u>For Acct/Budget Div. Use Only</u>			
Verified By:		Digitally signed by Joanna Leack Date: 2026.04.09 16:39:57 -0700	
Verified Funds Available:		Digitally signed by Frank Liu Date: 2026.04.09 17:10:18 -0700	
Date Approved:	4/9/26		

EXHIBIT B-1

REVISED COST DETAILS

[Attached]

EXHIBIT B-1

General Requirements - Soft Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
		\$ -	\$ -	\$ 93,307.00	\$ 93,307.00
Consultant Services - Soft Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
		\$ -	\$ -	\$ -	\$ -
Environmental Studies - Soft Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
Environmental Studies - Soft Costs	Phase I and NEPA preparation	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00
Design - Soft Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
Schematic/ Final Design Document		\$ -	\$ -	\$ 447,205.00	\$ 447,205.00
Plan Check/ Permits/ Jurisdictional Review - Soft Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
Permits	Building Permits	\$ -	\$ -	\$ 125,000.00	\$ 125,000.00
Site Preparation/ Demolition - Hard Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
Concrete/Pavement Removal	Demolition and removal of existing abandoned rail road tracks	\$ -	\$ 1,430,000.00	\$ -	\$ 1,430,000.00
Grading	Site clearing, surveying layout, excavation, rough and fine grading	\$ -	\$ -	\$ 195,000.00	\$ 195,000.00
Tree/ Shrub removal		\$ -	\$ -	\$ 176,443.00	\$ 176,443.00
Artistic/ Signage/ RPOSD Branding - Hard Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
Other	Wayfinding Signage	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00
Sustainability - Hard Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
Native/ Drought Tolerant Plantings	Plant Material	\$ 100,000.00	\$ -	\$ 207,298.00	\$ 307,298.00
Heat-Island Reduction (i.e. Roof Garden, shade structures, etc.)	Shade Structure for seating area	\$ 250,000.00	\$ -	\$ 50,000.00	\$ 300,000.00
Storm Water Management (i.e. Permeable Paving, Drywell, Bioswale, Conveyance Swale, etc.)	BIOSWALE AND STORM WATER MANAGEMENT	\$ -	\$ -	\$ 73,300.00	\$ 73,300.00
Hardscape/ Softscape - Hard Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
Concrete/ Brick/ Stone/ Wood (curb, flatwork, stairs, ramps)	PLAYGROUND SURFACING	\$ -	\$ -	\$ 626,301.00	\$ 626,301.00
Other	FENCING AROUND PLAY AREA	\$ -	\$ -	\$ 70,000.00	\$ 70,000.00
Other	Planting accessories (i.e. boulders, edging, root barriers)	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00
Irrigation		\$ -	\$ -	\$ 114,158.00	\$ 114,158.00
Construction/ Development - Hard Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
Playground Equipment/ Tot Lots	Play ground equipment	\$ 50,000.00	\$ -	\$ 250,000.00	\$ 300,000.00
Fitness Zones	Exercise equipment	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00
Other	Picnic Tables	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00
Lighting	Park Improvements lighting	\$ -	\$ -	\$ -	\$ -
Trash Receptacles		\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
Other	Construction change orders (upgraded hardware, fixtures, concrete surfaces)	\$ -	\$ -	\$ 27,664.00	\$ 27,664.00
Pre-Acquisition - Soft Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
Total		\$ -	\$ -	\$ -	\$ -
Acquisition - Hard Costs					
Project Costs	Project Deliverables	POLA in lieu of RPOSD	Other/ POLA	Other/ Match Funds	Total Project Funding
Total		\$ 400,000.00	\$ 1,430,000.00	\$ 2,578,176.00	\$ 4,408,176.00