

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0220-00013-2354

Date: March 7, 2011

To: The Council
The Mayor

From: Miguel A. Santana, City Administrative Officer

Gerry F. Miller, Chief Legislative Analyst

MAS

GFM

Subject: **COOPERATION AGREEMENT FOR PAYMENT OF COSTS ASSOCIATED WITH CERTAIN COMMUNITY REDEVELOPMENT AGENCY FUNDED CAPITAL AND PUBLIC IMPROVEMENTS AND AFFORDABLE HOUSING PROJECTS**

SUMMARY

The Community Redevelopment Agency (Agency) requests, in three separate transmittals dated January 14, February 3 and March 3, 2011: 1) authorization to negotiate and execute the attached Cooperation Agreement (Attachment One) with the City of Los Angeles in an amount up to \$930,000,000 for the implementation of capital and public improvements, affordable housing and other redevelopment projects (including program delivery costs) in 31 adopted Redevelopment Project Areas; and, 2) adoption of joint Resolutions (Attachment B of the Agency transmittal dated February 3, 2011) by Council and Agency Board of Commissioners making the required findings pursuant to the California Health and Safety Code Sections 33421.1 and 33445 for the use of Agency funds to pay for the construction of the projects.

The Agency Board actions on January 14 and February 3, 2011, included all actions necessary to obligate funds for the projects identified in the 31 Five-Year Implementation Plans for the Project Areas. For information on the Five-Year Implementation Plan process, see Finding Section No. Two in this report. The Agency Board action on March 3, 2011 revises and affirms its prior actions and provides a consolidated project list (referenced as Exhibit I in the Agreement), which includes the original list of activities identified in the Agency transmittal dated January 14, 2011 and the supplemental list in the Agency transmittal dated February 3, 2011. Attachments Two provides the consolidated project list, which contains over 350 projects/activities totaling approximately \$1.3 billion.

We recommend approval of the attached Cooperation Agreement and adoption of the Resolutions along with the supplemental recommendations contained herein. The recommendations are in compliance with the Agency's Financial Policies, which were approved by its Board and are pending Council review and approval.

Governor's Budget Proposal

On January 10, 2011, the Governor released his proposed budget to address a \$25.6 billion deficit. In that budget, he proposed that all redevelopment agencies (RDAs) be dissolved effective July 1, 2011. For 2011-12, the Governor plans to: 1) shift \$1.7 billion to pay state obligations for Medi-Cal (\$840 million) and trial courts (\$860 million); 2) redirect redevelopment dollars to retire redevelopment debts and contractual obligations; and, 3) leave \$0.2 billion to be distributed on a one-time basis to cities, counties and special districts proportionate to their current share of the countywide property tax. How much of the \$0.2 billion amount will be distributed to the City is unknown at this time. Beginning 2012-13, the amounts remaining after pre-existing RDA debts and contractual obligations would be redirected to cities, counties, non-enterprise special districts and schools for general purposes.

On Wednesday, February 23, 2011, draft legislation implementing the Governor's proposal was released. This legislation immediately stops all current redevelopment activities, describes the process for dissolution, and sets up a new process to manage the assets and obligations of redevelopment areas.

A significant concern with this legislation is that existing protections concerning asset liabilities are not provided to the successor agency. As a result, when the successor agency assumes control of agency assets and obligations, it will also assume all liabilities, including liabilities associated with brownfields. If the City accepts successor agency status, the General Fund could be at risk for a wide range of liabilities, including those associated with brownfield properties. For additional information on the draft legislation, see Finding Section No. Three in this report.

Beginning in 2012-13, the City could receive up to \$49.9 million (this number accounts for debt service obligations but does not account for reductions due to Agency contractual obligations and deductions) in unrestricted General Fund revenue for general City purposes if the following occur: a) the proposed Agreement is not approved; b) the Governor's current proposal is approved; and, c) the Agency is disestablished. The \$49.9 million amount could be lower after the accounting of all Agency contractual obligations and deductions (including the prorata share of administrative costs at least equal to

five percent of gross tax increment and one time obligations such as unfunded California Public Employees' Retirement System and retired employees health care benefit, litigation reserves, etc.). The \$49.9 million estimate is based on the Agency's revenue projection for 2011-12, as prepared by Keyser-Marston Associates, a consultant retained by the Agency. For information on the revenue calculation, see Finding Section No. Four in this report.

Cooperation Agreement

As proposed, the Agency will enter into an Agreement with the City providing that, among other things, the City will perform certain eligible activities on behalf of the Agency. The City shall have the obligation for project implementation in accordance with this Agreement and the right to receive Pledged Funds to pay for costs incurred by the City in connection with project implementation. Pledged Funds are the combination of currently available resources and net available tax increment (TI) funds. The obligation to pay TI funds, as set forth in the Agreement, shall constitute an indebtedness of the Agency for the purpose of carrying out the Redevelopment Plans for each of the affected Project Areas. For information on Pledged Funds, see Finding Section No. Five in this report.

The City will approve discrete allocations from the project list up to \$930,000,000, subject to the availability of funds. The City shall have the right to eliminate any of the projects from the list. On an annual basis, the Agency will provide the City a percentage breakdown of the available Agency funds by Project Area/Region. The project list is not meant to be a dollar for dollar list. The projects are in various stages of implementation and are expected to be completed with identified funding. As such, the project list, provided only for the purposes of providing options for the City to select projects, is oversubscribed to ensure that all of the Agency funds are expended. The Agreement shall remain in effect until the earlier of the following events: a) the City has completed the projects (excluding the projects eliminated by the City) and the Agency has paid the City for performance of the Agreement; or b) the Pledged Funds have been exhausted. Council authority would not change under the Agreement if the RDAs are not disestablished.

Work Program and Project Implementation

The contemplated activities are beyond those normally provided by the City and are specifically intended to assist the Agency in addressing the removal of blight and prevention of the recurrence of blight. The City currently does not have sufficient resources to immediately implement the projects without assistance from an outside entity. The City will be responsible for project implementation and reserves the right to subcontract with the Agency on an interim basis for the implementation of the work program on behalf of the City.

The Agency has an existing Memorandum of Understanding (MOU) with the Community Redevelopment Agency Management Association, American Federation of State, County, and Municipal Employees (AFSCME) Local 1890, and an existing MOU with the AFSCME for the Basic, Professional and Supervisory employees, Locals 164, 585, and 2204 respectively. The Agency MOUs started on July 1, 2007 and expire June 30, 2012. The City is not a party to the Agency MOUs. On March 4, 2011, the union representing the Agency sent a letter to the Agency Chief Executive Officer (CEO) requesting, among other things, to be included in the Cooperation Agreement negotiations. The issues raised in the letter will be addressed in a separate report at a later date.

As proposed, the transition of the work program for the projects would be completed in a two phases:

- The negotiation and execution of the Cooperation Agreement and the interim action including a subcontract to the Agency, an independent contractor and a separate legal entity, for the implementation of the work program on behalf of the City; and,
- The permanent action including the presentation and adoption by the Council and Mayor of an Ordinance outlining the details for the successor entity for the implementation of the work program on behalf of the City.

In recognition of the City's need for outside assistance and the Agency's demonstrated ability to implement the projects, the Agency will implement the projects on behalf of the City pursuant to this Agreement during the period of time (Interim Period) commencing upon the Effective Date and ending upon the earlier of: a) the date that the Agency is legally dissolved; or, b) until such time when the City issues to the Agency a "Notice to Cease". The Notice to Cease will be issued by the City based on a resolution adopted by the Council. After the Notice to Cease is issued at some point in time after the Effective Date, the Agency will cease implementation of all the projects, or any portion thereof, on behalf of the City in accordance with this Agreement. The Agency's obligations to perform services for the City during the Interim Period will be subject to all applicable ordinances, rules and regulations of the City, including but not limited to the City's Agency oversight ordinance, and the Standard City Contract provisions (referenced as Exhibit A of the Agreement). The Agency Oversight ordinance was adopted by the City in February 1991 (C.F. 90-1365).

On January 14, 2011, the Agency Board amended its transmittal and instructed the Agency CEO to negotiate within the Agreement the designation of a successor entity to implement the work program on behalf of the City upon the conclusion of Agency's statutory authority; and that such entity be either a non-profit organization or development corporation approved by Council and managed by the Agency CEO with support from designated members of her

management team and staff. Instead, we recommend that the Council and Mayor request the City Attorney, with input from the Office of the Mayor, Chief Legislative Analyst, City Administrative Officer and the Agency Board to prepare and present an ordinance, if necessary, with provisions for the establishment of a non-profit, development corporation or multiple corporations to implement the programs and projects.

RECOMMENDATIONS

1. That the Council adopt Resolutions (Attachment B of the Community Redevelopment Agency [Agency] transmittal dated February 3, 2011) of certain findings required by the California Health and Safety Code Sections 33421.1 and 33445 that the use of Agency funds to pay for the development of certain capital and public improvements are of benefit to the affected Redevelopment Project Areas by eliminating blight within the Project Area; that there are no other reasonable means of financing available to the City for the improvements; and that the construction of said improvements is consistent with the Redevelopment Plan and the Five-Year Implementation Plan for each Project Area and effectuates the relevant Redevelopment Plan.
2. That the Council, subject to the approval of the Mayor:
 - a) Authorize the Chief Executive Officer of the Agency, or designee, to negotiate, execute, and take any action to carry out the attached Cooperation Agreement (Attachment One), substantially as drafted, in an amount up to \$930,000,000 with the City of Los Angeles for the implementation of capital and public improvements, affordable housing and other redevelopment projects (including program delivery costs) in the currently designated Agency Redevelopment Project Areas, subject to the review and approval of the City Attorney as to form and the review of the Department of Public Works, Bureau of Contract Administration for compliance with City and Agency contracting requirements. Attachment Two provides the consolidated project list which is also referenced as Exhibit I in the Agreement;
 - b) Approve and authorize the Chief Legislative Analyst (CLA) and the City Administrative Officer (CAO) to sign the Cooperation Agreement, as substantially drafted, on behalf of the City of Los Angeles; and,
 - c) Request the City Attorney, with input from the Office of the Mayor, CLA, CAO and the Agency Board of Commissioners to prepare and present an ordinance, if necessary, with provisions for the

establishment of a non-profit, development corporation or multiple corporations to implement the programs and projects.

FISCAL IMPACT STATEMENT

The General Fund impact is unknown at this time. Approval of the proposed Cooperation Agreement and Resolutions will obligate the Community Redevelopment Agency (Agency) to pledge up to \$930,000,000 to the City for the implementation of the work program for the projects. The Pledge Funds involve tax increment and other non-General Fund monies. Beginning in Fiscal Year 2012-13, the City could receive up to \$49.9 million (this number accounts for debt service obligations but does not account for reductions due to Agency contractual obligations and deductions) in unrestricted General Fund revenue for general City purposes if the following occur: a) the proposed Agreement is not approved; b) the Governor's current proposal is approved; and, c) the Agency is disestablished. The \$49.9 million amount could be lower after the accounting of all Agency contractual obligations and deductions. If the City accepts successor agency status, the General Fund could be at risk for a wide range of liabilities, including those associated with brownfield properties. When the successor agency assumes control of Agency assets and obligations, it will also assume all liabilities, including liabilities associated with brownfields.

FINDINGS

1. Request for Report

The Community Redevelopment Agency (Agency) requests authority to: 1) negotiate and execute a Cooperation Agreement with the City of Los Angeles in an amount up to \$930,000,000 for the implementation of capital and public improvements, affordable housing and other redevelopment projects (including program delivery costs) in 31 Redevelopment Project Areas; and, 2) adopt Resolutions for the use of Agency funds to pay for the construction of these projects. This matter was referred to the Housing, Community and Economic Development Committee, which requested a joint report from the City Administrative Officer and the Chief Legislative Analyst.

2. Five-Year Implementation Plans

Pursuant to the California Health and Safety Code Sections (Section) 33421.1 and 33445, the Resolutions are required in order to make findings that the use of Agency funds to pay for the development of the projects are of benefit to the affected Project Areas by eliminating blight within the Project Area; that there are no other reasonable means of financing available to the City for the improvements; and that the construction of said improvements is consistent with the Redevelopment Plan and Five-Year Implementation Plans (Implementation Plans) for each Project Area and effectuates the relevant Redevelopment Plan.

The Agency has adopted Implementation Plans which establish goals to support economic development, commercial, community and institutional revitalization as well as the creation and preservation of affordable housing. To implement the programs, activities and projects associated with each goal, the Agency had made redevelopment fund commitments based on estimated available tax increment (TI) revenue and debt financing structures. The Implementation Plans are required under California Redevelopment Law, Section 33490. The Implementation Plans are to define the specific goals and objectives of the Project Area, anticipated programs and projects, projected resources and estimated expenditures for eligible projects and low and moderate income housing projects, as well as an explanation of how these will eliminate blight within the Project Area. The Implementation Plans are reviewed by the respective Project Area Committees or Community Advisory Committees and then presented to the Agency Board of Commissioners for approval at a duly-noticed public hearing. The determination of eligible projects for inclusion in a Plan is made by Regional operations staff, based on the Project Area's redevelopment plan goals, availability of resources and other factors, with input from the respective Council Office and community stakeholders.

The Agency states that conducting analysis under the California Environmental Quality Act (CEQA) is premature at this time and is not currently required. It should be noted that anticipated developments within each of the Agency's 31 Project Areas were evaluated as part of the redevelopment plan adoption process, pursuant to the provisions of CEQA. In addition, each individual capital improvement, public improvement or affordable housing project/activity on the project list has already been or will be reviewed separately in full compliance with the requirements of CEQA prior to project approval and/or implementation, unless exempted under CEQA.

3. Governor's Budget Proposal

The February 23, 2011 draft legislation implementing the Governor's proposal states that no new obligations would be permitted between passage of this legislation and July 1, 2011. At that time, successor agencies will be designated to accept responsibility for the disposition of redevelopment agency debts and obligations in accordance with existing payment schedules (expected to take over 20 years). The legislation indicates that enforceable obligations will be impaired, but it also provides that to be considered an enforceable obligation, a construction project must either have completed substantial performance on a contract or obtain approval of the oversight board (described below) to continue.

The legislation further requires that assets and obligations of the Agency be transferred to a "successor agency." The City would have the first opportunity to accept responsibility as the successor agency. If the City chooses not to be the successor agency, then the County or any city or special district in Los Angeles County can become the successor agency. If no entity steps forward, the Governor creates a three-person authority to take on this responsibility.

The legislation would also create an oversight board that would have all decision-making authority over the disposition of debt. The oversight board would have seven members, with only one appointed by the City. The remaining six members of the oversight board would be appointed by the County Board of Supervisors and the County Superintendent of Education. The oversight board directs staff of the successor agency. There is no provision in the legislation that appointees be residents of the City or of a redevelopment area.

Finally, the legislation provides that the County Auditor-Controller manage the distribution of all funds associated with the redevelopment agency.

Other provisions of the legislation would:

- Extend the statute of limitations on actions challenging redevelopment plans from 90 days to three years;

- Repeal State requirements that surplus agency money vests in the community;
- Require repayment of enforceable obligations only in accordance with existing payment schedules and prohibits the acceleration of debt payments;
- Allow City to acquire agency property at market rates;
- Allow the City to retain the Agency's housing assets and functions; and,
- Limit successor agency administrative costs to five percent of TI funds in 2011 12 and three percent of TI funds in subsequent years, but does not limit charges by the County Auditor-Controller.

Proposition 22, approved by voters in November 2010, prohibits the Legislature from enacting statute that would redirect redevelopment agencies (RDA) funds to benefit the State. The Governor's plan would eliminate RDAs, and in doing so, the State Administration believes the proposal is not in conflict with Proposition 22 or other constitutional provisions. However, the Legislative Counsel of California has indicated the Governor's effort to take \$1.7 billion to fund state services as part of a proposal to abolish redevelopment is likely illegal under Proposition 22. If Governor's proposal is approved and \$1.7 billion is used to fund state services, we expect this action to be challenged in a court of law.

4. 2011-12 Agency Revenue Projection

For 2011-12, Keyser-Marston Associates (KMA), a consultant retained by the Agency, estimates the annual revenue projection for the Agency's net TI funds to be \$124.2 million (after debt service obligations). Based on the above KMA revenue projections, the \$49.9 million estimate in unrestricted General Fund revenue is comprised of:


- a. \$40.6 million - the City's share of the Agency's annual net TI funds of \$124.2 million if these funds are redirected to cities, counties and special districts proportionate to their current share of the countywide property tax, per the Governor's proposal. Note the \$40.6 million accounts for debt service obligations but does not account for reductions due to Agency contractual obligations and deductions. Thus, this amount would be reduced after the accounting of all Agency contractual obligations and deductions; and,
- b. \$9.3 million - Assembly Bill (AB) 1290 revenues. Currently, the City's share of AB1290 funds, by Council policy, has been retained by the Agency to be used in the project area in which taxes were generated.

In 1993, the State legislature enacted AB1290, which allocates 20 percent of all property TI funds generated from RPAs created or amended after December 1993 to the affected taxing entities (i.e., city, county, school district, community college district, and others).


5. Pledged Funds

Under the Agreement, the Agency will pledge a total not exceed amount of \$930,000,000. For 2010-11, the Agency will pledge up to \$344,000,000 from currently available resources (including net TI, Bond Proceeds, Low and Moderate Income Housing funds, City Assembly Bill 1290 funds, City Affordable Housing Trust funds and Agency Special Revenue). The balance will come from anticipated net available TI receipts starting in 2011-12 and subsequent fiscal years.

Agency payments under this Agreement shall be made in accordance with the timing and funding requirements on each project, subject to the schedule determined by the City to implement each project, and shall be deposited into a special fund designated by the City to be held and expended by the City only for the purpose of satisfying the obligations of the City hereunder. Agency payments are to be paid on an invoiced basis for cost actually incurred by the City.



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GFM/MAS:IS/LJS:02110126c

Attachment One – Cooperation Agreement
Attachment Two – Consolidated Project List

ATTACHMENT ONE: COOPERATION AGREEMENT

COOPERATION AGREEMENT FOR PAYMENT OF COSTS ASSOCIATED WITH CERTAIN CRA/LA FUNDED CAPITAL IMPROVEMENTS, PUBLIC IMPROVEMENTS AND AFFORDABLE HOUSING PROJECTS

THIS COOPERATION AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2011 ("Effective Date"), by and between the CITY OF LOS ANGELES, a charter city and municipal corporation (the "City"), and THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LOS ANGELES, CALIFORNIA, a public body, corporate and politic (the "CRA/LA"), with reference to the following facts:

- A. The CRA/LA has prepared redevelopment plans (the "Redevelopment Plans") for its thirty-one (31) Redevelopment Project Areas (the "Project Areas", and each a "Project Area"), which enables the allocation of a portion of property taxes from the Project Areas to the CRA/LA for purposes of redevelopment pursuant to Section 33670(b) of the California Health and Safety Code (such portion of property tax shall be referred to herein as "tax increment").
- B. The intent of the Redevelopment Plans is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the repair, restoration and/or replacement of existing public facilities and to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Areas; and to increase, improve and preserve the community's supply of low and moderate income housing; and to take all other necessary actions to implement the redevelopment plans for the respective Project Areas and to expend tax increment to accomplish the goals and objectives of the respective redevelopment projects.
- C. The CRA/LA has adopted its Five-Year Implementation Plans for the Project Areas, as amended from time to time (the "Implementation Plans"), with established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization. To implement the programs and activities associated with each goal, the CRA/LA has made redevelopment fund commitments based on estimated available tax increment revenue and debt financing structures.
- D. Pursuant to California Health & Safety Code §33220 and other provisions of the California Redevelopment Law (California Health & Safety Code §33000 *et seq.*) (as such body of law is in effect as of the Effective Date, "CRL"), certain public bodies, including the City, may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. The projects subject to this Agreement (collectively, the "Projects", and each a "Project") are those projects listed in the attached Exhibit 1. The Projects are also described in the Implementation Plans, and such description shall be incorporated herein.

The programs and activities associated with the Projects include but are not limited to acquisition and disposition of property, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, financing and new construction or rehabilitation. To carry out the Projects in accordance with the objectives and purposes of the Redevelopment Plans for the Project Areas and the Implementation Plans, the CRA/LA desires assistance and cooperation in the implementation and completion of the Projects. The City agrees to aid the

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CRA/LA and cooperate with the CRA/LA to implement the Projects in accordance with the Redevelopment Plans for the Project Areas and the Implementation Plans and undertake and complete all actions necessary or appropriate to ensure that the objectives of the Redevelopment Plans for the Project Areas and the Implementation Plans are fulfilled. The Redevelopment Plans and the Implementation Plans are all official records of the CRA/LA and are incorporated herein by reference.

E. In considering the CRA/LA's desire to ensure implementation and completion of the Projects, the CRA/LA wishes to enter into this Agreement with the City for the pledge of "Net Available Tax Increment" (as defined below) and "Currently Available Funds" (as defined below) ("Net Available Tax Increment" and "Currently Available Funds" shall be collectively referred to herein as the "Pledged Funds") to finance the implementation of the Projects. The purpose of this Agreement is to facilitate the implementation of the Projects and to provide funding necessary to effectuate the completion of the Projects with the Pledged Funds.

F. "Net Available Tax Increment", as used herein, is defined as all of the tax increment (as defined above) from all of the Project Areas actually received by the CRA/LA (or any lawful successor of the CRA/LA) during CRA/LA's fiscal year 2011-12 and the following fiscal years thereafter, minus the amount of money required to service all existing (as of the Effective Date) contractual and statutory payment obligations of the CRA/LA to another party, including without limitation payment obligations associated with the following: (i) development agreements or other agreements pursuant to which CRA/LA agrees to provide funding or make payments; (ii) contractual obligations of the CRA/LA including cooperation agreements with the City (excluding this Agreement) and agreements relating to pension and other post employment benefits; (iii) payments required to be made by the CRA/LA on or relating to any existing bonded indebtedness (including any future bond issued on a parity basis therewith); (iv) any payment to any and all governmental entities pursuant to any existing tax sharing/pass-through agreements and/or any statutory pass-through payments to taxing agencies required by Section 33607 and 33607.5 of the CRL, as such sections appear as of the Effective Date; (v) any payments now or hereinafter imposed by a court of competent jurisdiction; (vi) administrative charges, fees, or costs to which the County of Los Angeles is legally entitled; and (vii) any refunds of taxes resulting from successful assessment appeals or other revisions in the assessed value of properties in the Project Areas. The pledge of Pledged Funds under this Agreement constitutes obligations to make payments authorized and incurred pursuant to Sections 33334.2, 33445 and other applicable sections of the CRL. The obligations set forth in this Agreement shall be contractual obligations that, if breached, will subject the CRA/LA to damages and other liabilities or remedies.

G. "Currently Available Funds", as used herein, is defined as a portion of money currently available to CRA/LA for expenditure up to the amount of \$344,000,000.

H. The City Council for the City of Los Angeles (the "Council"), by resolutions, has found that the funding by CRA/LA of those publicly-owned improvements listed in Exhibit 1 is in accordance with Section 33421.1 and Section 33445 of the CRL and other applicable law.

I. The obligations of the CRA/LA under this Agreement shall constitute an indebtedness of the CRA/LA for the purpose of carrying out the Redevelopment Plans for the Project Areas.

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J. The CRA/LA has an existing Memorandum of Understanding with the Community Redevelopment Agency Management Association (CRAMA), American Federation of State, County, and Municipal Employees Local 1890, and an existing Memorandum of Understanding with the American Federation of State, County, and Municipal Employees for the Basic, Professional and Supervisory employees (BPS), Locals 164, 585, and 2204, each of which is currently in force and states it will “remain in full force and effect through midnight on June 30, 2012”.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. CRA/LA’S OBLIGATIONS

1. By approving and entering into this Agreement, the CRA/LA has approved the pledge of Pledged Funds from the Project Areas to pay for the Projects.

2. Subject to (i) the availability of the Pledged Funds at any given time, either within a particular Project Area or throughout the Project Areas and (ii) the maximum obligation under this Agreement (i.e. \$930,000,000), the CRA/LA hereby agrees to pay, out of the Pledged Funds from time to time and on a project-by-project basis, to the City an amount equal to the actual cost incurred by the City to carry out the Projects, including without limitation all costs incurred by the City and/or its contractor for the planning (inclusive of any program delivery costs such as administrative salaries/compensation/benefits and overhead costs), acquisition and disposition, financing, development, permitting, design, site testing, bidding, construction and construction management of the Projects. The CRA/LA’s obligations under this Agreement, including without limitation the CRA/LA’s obligation to make payments to the City required by this Agreement, shall constitute an indebtedness of the CRA/LA for the purpose of carrying out the redevelopment of the Project Areas and are obligations to make payments authorized and incurred pursuant to Sections 33445 and 33334.2 of the CRL and other applicable statutes. The obligations of the CRA/LA set forth in this Agreement are contractual obligations that, if breached, will subject the CRA/LA to damages and other liabilities or remedies.

3. All payment obligations of CRA/LA under this Agreement shall be payable solely out of Pledged Funds, subject to the availability of such Pledged Funds at any given time. The CRA/LA’s cumulative obligation to compensate the City for the Projects under this Agreement from Pledged Funds shall not exceed the sum of NINE HUNDRED THIRTY MILLION DOLLARS (\$930,000,000.00). The availability of Net Available Tax Increment is subject to fluctuation from time to time within each Project Area.

4. The indebtedness of CRA/LA under this Agreement shall be subordinate to the rights of the holder or holders of any existing contractual funding obligations, bonds, notes or other instruments of indebtedness (all referred to herein as “indebtedness”) of the CRA/LA incurred or issued to finance the Redevelopment Project Areas, including without limitation any pledge of tax increment revenues from the Redevelopment Project Areas to pay any portion of the principal (and otherwise comply with the obligations and covenants) of any bond or bonds issued or sold by CRA/LA with respect to the Redevelopment Project Areas.

5. All payments due to be made by the CRA/LA to the City under this Agreement shall be made by the CRA/LA in accordance with the timing and funding requirements on each of the

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Projects subject to the schedule which is determined by the City, or designee, to implement each Project and as otherwise necessary to compensate the City for the cost to the City of performing its obligations hereunder. Such payments by the CRA/LA to the City are to be paid on an invoiced basis for cost actually incurred by the City. The CRA/LA shall pay the City within thirty (30) days after receipt of an invoice from the City.

6. City shall provide CRA/LA with a quarterly report accompanied by evidence reasonably satisfactory to the CRA/LA's Chief Executive Officer or the lawful successor of the CRA/LA that the City has progressed in the development and construction of the Project(s) for which payment is made by the CRA/LA commensurate with such payments.

7. The CRA/LA shall execute and deliver such further documents, papers, and instruments and take such further action as is necessary, appropriate or helpful as the City may reasonably request in order to carry out the purposes, effect and intent of this Agreement.

III. CITY'S OBLIGATIONS

1. Subject to: (i) the City's compliance with CEQA (defined below) and (ii) the availability of Pledged Funds, the City shall implement the Projects. The CRA/LA shall provide, and the City shall accept, funds necessary to implement the Projects, and the City shall devote those funds to the completion of the Projects. The payments made by CRA/LA pursuant to this Agreement shall be deposited into a special fund designated by the City to be held and expended by the City only for the purpose of satisfying the obligations of the City hereunder.

2. It is the responsibility of City to pay all administrative expenses and development and construction costs in connection with the Projects from funds paid to the City by the CRA/LA under this Agreement. This Agreement does not obligate the City to expend any funds other than the Pledged Funds received from the CRA/LA toward completion of the Projects pursuant to this Agreement.

3. The City shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws that may be in effect from time to time (including without limitation the obligation to comply with applicable environmental laws, as set forth more specifically in Section IX below, and the obligation to comply with any then-applicable redevelopment law requirements, if any, relating to the use of funds).

4. Notwithstanding anything to the contrary set forth herein, the City, shall have the right to eliminate any of the Projects and decline to implement/continue implementing such Project(s) based on the City's sole discretion and determination that such Project(s) are/is not/no longer feasible. Each of the Projects that has not been fully implemented shall remain as a potential Project to be fully implemented by the City pursuant to this Agreement until the City has eliminated such Project pursuant to this Section III.4. The City shall notify the CRA/LA in writing as to which Project(s) the City wishes to eliminate from the coverage of this Agreement.

5. Immediately upon the Effective Date, the City shall have: (i) the obligation to implement the Projects in accordance with this Agreement and (ii) the right to receive Pledged Funds to pay for costs incurred by the City in connection with the implementation of the Projects. The City hereby recognizes and acknowledges the fact that the City, without assistance from an outside

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entity, currently does not have sufficient resources to immediately implement the Projects. In recognition of the City's need for outside assistance and the CRA/LA's demonstrated ability to implement the Projects, the City and the CRA/LA hereby agree that the CRA/LA shall implement the Projects on behalf of the City pursuant to this Agreement during the period of time ("Interim Period") commencing upon the Effective Date and ending upon the earlier of: (i) the date that CRA/LA is legally dissolved or (ii) until such time when the City issues to the CRA/LA a "Notice to Cease". The Notice to Cease shall be issued to the CRA/LA by the City based on a resolution adopted by the City Council. After the Notice to Cease is issued at some point in time after the Effective Date, the CRA/LA shall cease implementation of all the Projects, or any portion thereof, on behalf of the City in accordance with this Agreement. This Agreement shall serve as both: (i) the contract pursuant to which City agrees to implement the Projects and (ii) the subcontract pursuant to which CRA/LA agrees to implement the Projects on behalf of the City during the Interim Period.

6. The CRA/LA's obligations to perform services for the City during the Interim Period shall be subject to all applicable ordinances, rules and regulations of the City, including but not limited to the City's CRA/LA oversight ordinance under Los Angeles Administrative Code section 8.99.01, *et. seq.*, First Source Hiring Ordinance, and the Standard City Contract provisions attached and incorporated herein as Exhibit 2.

IV. Liability and Indemnification

In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2.

V. Entire Agreement: Waivers and Amendments

This Agreement shall be executed in triplicate originals, each of which is deemed to be an original. This Agreement consists of _____ () pages (including all exhibits), which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

This Agreement is intended solely for the benefit of the City and the CRA/LA. Notwithstanding any reference in this Agreement to persons or entities other than the City and the CRA/LA, there shall be no third party beneficiaries under this Agreement.

ATTACHMENT ONE: COOPERATION AGREEMENT

All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

VI. SEVERABILITY

If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

VII. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

VIII. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

IX. COMPLIANCE WITH CEQA

In addition to the City's obligations set forth in Section III.3 above, the City shall perform its obligations under this Agreement in accordance with environmental laws such as the California Environmental Quality Act ("CEQA"), as set forth at California Public Resources Code Section 21000 et seq., the State CEQA Guidelines ("CEQA Guidelines"), as set forth at California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq., and related local regulations and guidelines adopted pursuant thereto. The parties hereto acknowledge and agree that the approval and execution of this Agreement is not a "project" for purposes of CEQA because this Agreement creates a governmental funding mechanism that binds the CRA/LA to fund projects but does not involve any absolute commitment to any specific project on the City's part.

To the extent, however, that this Agreement is deemed to be a "project" for purposes of CEQA, the parties hereto acknowledge and agree that various Projects already have undergone environmental review in compliance with CEQA, and that consistent with CEQA Guidelines Section 15004, approval of this Agreement is not the appropriate time to conduct environmental review of the balance of the Projects because (a) the development concept for such Projects has not been formulated to a sufficient level of detail to enable meaningful environmental review at

ATTACHMENT ONE: COOPERATION AGREEMENT

this juncture and (b) environmental review of such Projects is thus unripe and too premature at this stage.

Moreover, consistent with CEQA Guidelines Section 15352, by entering into this Agreement, the CRA/LA is presently committing to provide funds for the Projects, but the City is not committing to a definite course of action in regard to any Project intended to be carried out. The City shall not be obligated to complete any individual Project identified in Exhibit 1 if the City later determines that such Project: (i) is not exempt from CEQA, (ii) has not already undergone complete CEQA review, and (iii) requires the preparation of a mitigated negative declaration, environmental impact report ("EIR") or supplemental or subsequent EIR. In that regard, the City shall retain the discretion to impose mitigation measures and to adopt project alternatives, consistent with the requirements of CEQA, that may be identified during future environmental review of any specific Project. It is presently anticipated that certain Projects will be determined to be exempt from CEQA due to the nature of the proposed development and construction involved in such Projects and consistent with prior CEQA protocol used with respect to similar types of redevelopment projects and activities. The City reserves the right, however, to evaluate whether each Project is exempt from CEQA based on the prevailing facts and circumstances at such time as the development concept for each Project has been formulated to a sufficient level of detail to enable meaningful environmental review.

X. TERM

This Agreement shall be binding upon the parties hereto and take effect immediately as of the Effective Date and shall remain in effect until the earlier of the following events: (i) the City has completed the Projects (excluding those Projects eliminated by the City pursuant to Section III.4.) and the CRA/LA has paid the City for performance of this Agreement, as this Agreement may be amended from time to time; or (ii) the Pledged Funds have been exhausted.

[signature page follows]

ATTACHMENT ONE: COOPERATION AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Attest:

CITY OF LOS ANGELES

By: _____
City Clerk

By: _____
Date: _____

APPROVED AS TO FORM:

CARMEN A. TRUTANICH
City Attorney

By: _____
Assistant/Deputy City Attorney

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF LOS ANGELES

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

CARMEN A. TRUTANICH
CRA/LA General Counsel/City Attorney

By: _____
CRA/LA General Counsel
Assistant/Deputy City Attorney

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. 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** hereto;
- 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. 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-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, 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, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. 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 the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. 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-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the 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-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable 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), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. 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, in accordance with

requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this Contract or within the three years following final payment made by the CITY hereunder or the expiration date of this Contract, whichever occurs last. CONTRACTOR shall provide any reports requested by the CITY regarding performance of this Contract. Any subcontract entered into by CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. 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, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, 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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. 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-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.

- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the CITY'S Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the CITY and may be used at the discretion of the CITY in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued) 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
<p><input type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 5px;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Longshore & Harbor Workers</p> <p><input type="checkbox"/> Jones Act</p> </div> </div>	<p>WC <u>Statutory</u></p> <p>EL _____</p>
<p><input type="checkbox"/> General Liability</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 5px;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations</p> <p><input type="checkbox"/> Fire Legal Liability _____</p> <p><input type="checkbox"/> _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div>	
<p><input type="checkbox"/> Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work)</p>	
<p><input type="checkbox"/> Professional Liability (Errors and Omissions)</p>	
<p><input type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 5px;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Boiler and Machinery</p> <p><input type="checkbox"/> Builder's Risk</p> <p><input type="checkbox"/> _____</p> </div> </div>	
<p><input type="checkbox"/> Pollution Liability</p> <p><input type="checkbox"/> _____</p>	
<p><input type="checkbox"/> Surety Bonds – Performance and Payment (Labor and Materials) Bonds</p> <p><input type="checkbox"/> Crime Insurance</p>	<p>100 % of Contract Price</p> <p>_____</p>
<p>Other: _____</p> <p>_____</p> <p>_____</p>	

First Source Hiring Ordinance:

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

1. CONTRACTOR/CONSULTANT shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that CONTRACTOR/CONSULTANT estimate they will need to fill in order to perform the services under the Contract.
2. CONTRACTOR/CONSULTANT further pledges that it will, during the term of the Contract, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR/CONSULTANT shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR/CONSULTANT interviewed and the reasons why referred individuals were not hired.
3. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONTRACTOR/CONSULTANT shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR/CONSULTANT intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject CONTRACTOR/ CONSULTANT has violated provisions of the FSHO.

ATTACHMENT TWO:
CONSOLIDATED PROJECT LIST

Region	Project Area	Project Name	Project Category	Description	CRA/LA Investment
Downtown	Bunker Hill	Bunker Hill Close Out	Administration	Various activities related to close-out of project area.	\$250,000
Downtown	Bunker Hill	Area Wide Public Improvements	Public Improvement	Various public improvements in the project area, including public art, street tree replacement, and sidewalk repairs.	\$1,500,000
Downtown	Bunker Hill	Parcel Y-1	Business Assistance	Last remaining parcel in California Plaza, to be developed with office, commercial, housing and/or cultural uses.	\$5,000,000
Downtown	Bunker Hill	Broad Art Museum	Public Improvement	Development of 120,00 sf museum and parking facility to house the Broad Collection. Project includes ancillary uses such as storage and conservation areas and offices. Museum endowment to be \$200 million.	\$35,000,000
Downtown	Bunker Hill	Grand Avenue	Commercial	Three phased mixed use development of parcels owned by CRA/LA and LA County to include 5 start hotel, commercial space, and streetscape improvements. Catalytic mixed use project, area beautification, construction local hire, increased supply of housing stock.	\$50,000,000
Downtown	Central Industrial	Santa Fe Street Public Improvements	Public Improvement	Public improvements on Santa Fe between 4th and 6th Streets.	\$500,000
Downtown	Central Industrial	One Santa Fe	Housing	Mixed-use development on site leased from MTA at Santa Fe between 1st and 4th Streets.	\$4,000,000
Downtown	Central Industrial	Artists' Housing	Housing	Partner with Art Space to create housing for artists.	\$5,000,000
Downtown	Central Industrial	Artists' Park	Public Improvement	Create open space on Matteo Street in park-poor Artists District.	\$5,000,000
Downtown	Central Industrial	Downtown Riverwalk	Public Improvement	2-Acre riverfront park serving Arts District.	\$5,000,000
Downtown	Central Industrial	Industrial Incentive Program	Industrial	Provide financial assistance to industrial companies that are relocating, expanding, or "greening" their operations or facilities.	\$5,000,000
Downtown	Central Industrial	SRO Housing	Housing	Provide annual funding for programming, operations, maintenance services and administration of emergency, transitional and permanent supportive housing.	\$5,000,000
Downtown	Central Industrial	CleanTech Incubator	Industrial	Incubator located in the LADWP Innovation Campus will provide flex office space, shared workshop and testing facilities, and business and administrative support for cleantech start-up companies.	\$6,000,000
Downtown	Central Industrial	CleanTech Manufacturing Center	Industrial	Land Acquisition, Public Improvement and Infrastructure for Twenty acre, CRA/LA-owned opportunity site for clean industrial development.	\$20,000,000
Downtown	Central Industrial	Alameda Street Goods Movement Improve.	Public Improvement	Urgently-needed public improvements along the key industrial distribution roadway (Alameda from 1st St. to the SM Freeway) in Central Los Angeles.	\$30,000,000
Downtown	Chinatown	Ord/Yale Pedestrian Linkages	Public Improvement	Creation of stairway park that links residential community to the civic community.	\$1,650,000

Downtown	Chinatown	Chinatown Cultural Capital Implementation Plan	Public Improvement	Various public improvements related to making Chinatown a world-class capital, including historic and cultural education, art exhibitions, and public events.	\$2,700,000
Downtown	Chinatown	Blossom Plaza	Commercial	Mixed-use development adjacent to Chinatown Gold Line Station. Includes affordable rental units, commercial space, an outdoor cultural performance plaza, and public parking and a bike station.	\$4,200,000
Downtown	Chinatown	Yale Street Apartments	Housing	59-unit affordable housing for large-families, including a social services enrichment program facility.	\$4,200,000
Downtown	Chinatown	Business Incentive Programs	Commercial	On-going program to provide façade improvement grants and matching rehabilitation loans for commercial businesses.	\$6,000,000
Downtown	City Center	Downtown Open Space Plan	Public Improvement	Public-private partnership to increase the usable green space in Downtown L.A. The plan will explore innovative design solutions and financing methods, identify opportunity sites, recommend policy and organizational changes, and provide an implementation plan.	\$150,000
Downtown	City Center	Central City East/Affordable Housing	Housing	Initiative to address concentrated poverty in Central City East, providing a balanced community, stability and upward mobility. Includes coordinated policy vision and action plan.	\$500,000
Downtown	City Center	Downtown Women's Center	Housing	Rehabilitation of an existing housing project to extend covenants and improve units	\$1,000,000
Downtown	City Center	Star Apartments	Housing	Affordable Housing Project as new units above commercial structure at 240 E. 6th Street	\$1,000,000
Downtown	City Center	Olympic Grand Plaza Park	Public Improvement	Develop park project in Southpark	\$1,500,000
Downtown	City Center	Downtown Market Study & Implementation Strategy	Business Assistance	Economic development and land use study to inform update of the Central City Community Plan.	\$1,700,000
Downtown	City Center	Gateway Apartments	Housing	Affordable housing project (perm supportive housing) with SRO housing	\$2,000,000
Downtown	City Center	Business Incentive Program (Historic Core and Fashion District)	Business Assistance	On-going program to provide façade improvement grants and matching rehabilitation loans for commercial businesses.	\$3,000,000
Downtown	City Center	Case Hotel	Housing	Dormitory for Jobs Corps to be reconfigured as senior housing for SRO Housing tenants	\$3,000,000
Downtown	City Center	New Pershing	Housing	Affordable housing project	\$3,000,000
Downtown	City Center	Panama Hotel	Housing	Converting emergency housing into permanent housing	\$3,000,000
Downtown	City Center	Venice Hope Housing Project	Public Improvement	work with Mercy Housing and California Hospital to develop senior housing and outpatient services	\$3,000,000
Downtown	City Center	YMCA Jobs Corps (Phase II)	Housing	Housing for graduates of the program	\$3,000,000

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Downtown	City Center	Bringing Back Broadway	Public Improvement	Public-private partnership and 10-year plan to revitalize the historic Broadway corridor between 2nd Street and Olympic Blvd. Initiative includes historic preservation, economic development, urban planning and design, transportation modes, parking, theatre programming, marketing, capital finance and government policies.	\$5,000,000
Downtown	City Center	Huntington Hotel	Housing	Extensive rehabilitation of existing residential hotel as affordable	\$6,000,000
Downtown	City Center	Morrison Hotel	Housing	Acquisition of vacant hotel and adjacent properties for redevelopment as affordable artist housing and commercial use.	\$7,000,000
Downtown	City Center	Rehabilitation of SRO Housing Units	Housing	Provide rehab funds for housing units and extend covenants	\$9,000,000
Downtown	City Center	Downtown Streetcar	Public Improvement	Public/private partnership to create a streetcar connecting the Broadway Corridor to LA Live and the Grand Avenue Project.	\$10,000,000
Downtown	City Center	Fashion District Development Sites	Commercial	Assist in private development of City Markets Site and LAUSD site	\$15,000,000
Downtown	City Center	Figueroa Corridor Prop. 1C Grant	Affordable Housing	Housing required for \$30 million grant for streetscape improvements to Figueroa, 11th, Washington, and Martin Luther King Jr. Blvd. Includes redesign and reconstruction of Gilbert Lindsay Park, Exposition Park Sports Field, and 110 Freeway cap park feasibility study.	\$18,000,000
Downtown	Council District 9 Corridors	Food Access Program	Commercial	Development of food access program including: active food basket program promoting produce from local farmers; transportation support to and from local markets, including modifications to buses serving the area and increase shuttle services	\$80,000
Downtown	Council District 9 Corridors	Nevin Elementary Pocket Park	Public Improvement	Acquisition and development of a pocket park on an industrial property adjacent to a public elementary school. The majority of funds will be provided through a Proposition 84 grant from the State of California	\$150,000
Downtown	Council District 9 Corridors	Ralph Bunche House	Public Improvement	Rehabilitation of the historic Ralph Bunche House, located at 1221 E. 40th Place, for use as a community resource center.	\$250,000
Downtown	Council District 9 Corridors	Central Avenue Business Association	Commercial	Continued support of the Central Avenue Business Association (CABA), to provide a forum for the business community on Central Avenue, promote business activity through marketing efforts, and encourage small business development.	\$400,000
Downtown	Council District 9 Corridors	Mercado La Paloma	Commercial	Funding to increase commercial catering kitchen capacity, develop new spaces for restaurant and café options as well as a green grocer.	\$400,000

Downtown	Council District 9 Corridors	Avalon Green Alleys	Public Improvement	CRA/LA is working with the Trust for Public Land (TPL) and formulate an innovative plan to create pedestrian friendly and park-like improvements to alleys in Southeast Los Angeles.	\$500,000
Downtown	Council District 9 Corridors	Slauson Avenue Goods Movement	Public Improvement	Design and construct street improvements along Slauson Avenue at key intersections from the 110 Freeway to Alameda Street in order to improve the flow of commerce to and from the surrounding industrial area as it heads to the Port of Los Angeles, LAX and Downtown Los Angeles. The improvements will also improve mobility for bus, car and pedestrian traffic. Improvements include improved signage for truck routes, additional turn lanes, streetscape and sidewalk improvements, new bus shelters, improve crosswalks at intersections, and increased lighting	\$500,000
Downtown	Council District 9 Corridors	Figueroa Apartments	Housing	Development of 34 affordable senior apartments by Meta Housing, located at 7621 S. Figueroa Street. The project will include community rooms, a community garden, computer room, barbecue area, and on-site management office..	\$600,000
Downtown	Council District 9 Corridors	Calko Steel Expansion	Industrial	Calko Steel is an existing steel fabrication company seeking to expand their business by developing a new 48,500 square foot manufacturing facility at 6900 Stanford Avenue, a vacant property adjacent to their current location in the Goodyear Industrial Tract. CRA/LA is facilitating the remediation of contaminated property and sale from the existing owner to Calko Steel through a Purchase and Sale Agreement and Owner Participation Agreement. At least 51% of the 47 living wage jobs provided on site will be made available to low- and moderate-income residents in the surrounding area.	\$1,210,000
Downtown	Council District 9 Corridors	Dunbar Village (Dunbar Hotel and Somerville I/II)	Housing	Rehabilitation of historic Dunbar Hotel and adjacent Somerville I and II properties to provide affordable housing for low-income seniors and families, and contribute to the revitalization of Central Ave.	\$2,100,000
Downtown	Council District 9 Corridors	Alameda Corridor Expansion and Rehabilitation	Public Improvement	Opportunities to invest in public infrastructure and strategic partnerships with private investment in order to assist in development new businesses and expanding existing businesses.	\$2,500,000

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Downtown	Council District 9 Corridors	Washington Blvd. Streetscape	Public Improvement	Implementation of a community-driven master streetscape plan for Washington Boulevard between Figueroa Street on the west and Alameda Street on the east.	\$2,800,000
Downtown	Council District 9 Corridors	Central Avenue Jazz Park	Public Improvement	Redesign and expansion of existing Central Avenue Jazz Park, located at 42nd and Central.	\$2,900,000
Downtown	Council District 9 Corridors	Clean and Safe Program	Public Improvement	Clean up graffiti and sidewalk cleaning along Central Avenue, Vermont and Washington, bulky item pick up throughout project area	\$3,000,000
Downtown	Council District 9 Corridors	Paul R. Williams Center	Public Improvement	Rehabilitation of the historic Angelus Funeral Home by the Community Enhancement Corporation. The completed project will include a child-care center and health clinic serving low-income families from the surrounding community. Total developments costs are \$11.7 million.	\$3,000,000
Downtown	Council District 9 Corridors	Vermont Avenue Apartments	Housing	48-units of affordable housing targeting grandparents that are primary caregivers for their grandchildren.	\$3,000,000
Downtown	Council District 9 Corridors	Florence Mills Housing	Housing	Located on Central Avenue between 35th Street and Martin Luther King Jr. Boulevard, will consist of 70 units of affordable rental housing for families, with ground floor retail. The project will include subterranean parking, laundry, community room, open space, secured entry, and a play area.	\$3,300,000
Downtown	Council District 9 Corridors	Goodyear Tract Improvements	Public Improvement	Investment in infrastructure to enhance goods movement in and around the industrial tract and road improvements to address flooding and other barriers to development.	\$4,000,000
Downtown	Council District 9 Corridors	Business Incentive Program	Commercial	On-going program to provide façade improvement grants and matching rehabilitation loans for commercial businesses.	\$5,000,000
Downtown	Council District 9 Corridors	Slauson Central Retail Center	Commercial	Development of a 76,300 square foot retail center, including a Northgate Gonzalez supermarket, CVS pharmacy, and a job training facility.	\$6,500,000
Downtown	Council District 9 Corridors	Central Avenue Streetscape	Public Improvement	Master streetscape improvement plan to improve walkability, connect the community, and incentivize redevelopment of vacant and underutilized properties along Central Ave. between Washington Blvd. and Slauson Ave.	\$8,000,000
Downtown	Council District 9 Corridors	29th Street Crossings	Housing	Multi-phased project by Urban Housing Communities to transform 29th Street between San Pedro and Griffith Avenue from industrial uses to affordable housing and support services for area residents.	\$9,000,000

Downtown	Council District 9 Corridors	Vermont Median Park	Public Improvement	Reconfiguration of 1.5 miles of Vermont Avenue between Gage Avenue and Manchester Boulevard to create a 60-foot wide linear park in the median. This project will provide 14-acres of usable park space in one of the most park-poor areas in the City of Los Angeles.	\$9,000,000
Downtown	Council District 9 Corridors	Washington Blvd Housing (Phases 1-4)	Housing	Multi-phased mixed-use affordable housing, including 262 units and 19,00 square feet of retail on Washington Boulevard between Los Angeles Street and Maple Avenue.	\$10,130,000
Downtown	Council District 9 Corridors	Downtown LA Auto District	Commercial	Support continued development of the Downtown LA Auto District through: public improvements; way-finding and appropriate off-site signage; identification of opportunity sites; coordination, outreach and assistance to potential new dealerships; and identification shared-parking facilities.	\$12,000,000
Downtown	Council District 9 Corridors	Central Avenue Streetscape and Utility Underground	Public Improvement	Implementation of master streetscape plan for Central Avenue between Washington Boulevard on the north and Slauson Avenue on the south.	\$15,300,000
Downtown	Council District 9 Corridors	Slauson Wall Project	Public Improvement	Environmental remediation and development of a public park, affordable housing and an institutional/community use on a 7-acre industrial property, acquired by CRA/LA in 2010.	\$17,000,000
Downtown	Council District 9 Corridors	Homeownership Opportunity Sites Program	Housing	Development of 60 units of affordable ownership-housing on three CRA/LA owned sites.	\$18,000,000
Downtown	Little Tokyo	First Street Historic District	Public Improvement	Various projects to support preservation and historic properties along First Street.	\$250,000
Downtown	Little Tokyo	Regional Connector	Public Improvement	Collaboration with MTA on the site and design of the Regional Connector Station serving Little Tokyo in a manner that maximizes pedestrian access, development opportunities and minimizes commute times.	\$300,000
Downtown	Little Tokyo	Central Avenue Art Park	Public Improvement	Development of community based park, open space, arts related spaces, potential public parking and linkage to Little Tokyo Gold Line Station.	\$1,000,000
Downtown	Little Tokyo	Area wide Public Improvements	Public Improvement	Design and installation of various public improvements and sustainable features along a 3rd Street between Alameda and Los Angeles. Improvements include crosswalks, lighting, landscaping, street furniture, fitness elements, gateway markers, and information and way-finding signage.	\$1,500,000

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Downtown	Little Tokyo	Third Street Public Improvements	Public Improvement	Design and installation of various public improvements and sustainable features along a 3rd Street between Alameda and Los Angeles. Improvements include crosswalks, lighting, landscaping, street furniture, fitness elements, gateway markers, and information and way-finding signage.	\$3,000,000
Downtown	Little Tokyo	Avalon Bay	Housing	Mixed-use development with retail and public parking.	\$5,500,000
Downtown	Little Tokyo	Block 8 (Related Companies)	Housing	Mixed-use development with retail and public parking.	\$5,900,000
Downtown	Council District 9 Corridors	Paradise Baptist/Urban Vision	Housing	Development of 64 units of affordable family housing and a potential charter school at 5000 South Broadway.	\$500,000
East Valley	Laurel Canyon	Laurel Canyon Redevelopment and Merger with North Hollywood	Plans & Studies	Amendment of the Laurel Canyon Redevelopment Plan to include expansion of project area boundaries and potential merger with the North Hollywood Project Area.	\$629,000
East Valley	Laurel Canyon	Valley Plaza Shopping Center	Commercial	Redevelopment of the 22-acre shopping center located at the intersection of Laurel Canyon and Victory Boulevards.	\$1,600,000
East Valley	Laurel Canyon	Laurel Canyon Business Assistance Program (BAP)	Business Assistance	Provides grants and forgivable loans to business owners and tenants to attract new business into the Project Area and retain existing businesses and jobs.	\$4,500,000
East Valley	Laurel Canyon	Laurel Canyon Commercial Façade and Signage Program	Business Assistance	Rehabilitation of up to 20 storefronts including signage and landscaping on the east side of Laurel Canyon Boulevard between Victory Boulevard and Burbank Boulevard.	\$4,500,000
East Valley	North Hollywood	Response to Development Opportunity	Housing	Provide funding in an amount not to exceed \$95,000 to the North Hollywood YMCA for construction of roof and rehabilitation of other components.	\$100,000
East Valley	North Hollywood	NoHo Arts Retention Program	Plans & Studies	Prequalification of cultural and arts organizations to receive funding for physical improvements and for expansion/retention.	\$500,000
East Valley	North Hollywood	North Hollywood Business Assistance Program (BAP)	Business Assistance	Provides grants and forgivable loans to business owners and tenants to attract new business into the Project Area and retain existing businesses and jobs.	\$1,900,000
East Valley	North Hollywood	Commercial Façade and Signage Program – Magnolia Boulevard	Business Assistance	Rehabilitation of 16 storefronts on Magnolia Boulevard between Lankershim Boulevard and Vineland Avenue.	\$2,200,000
East Valley	North Hollywood	Elmer Family Housing	Housing	Development of a 10-unit affordable homeownership project located on a half-acre CRA/LA owned site at 5623-5633 Elmer Avenue- to be developed by Heritage Housing Partners (non-profit housing developer).	\$3,100,000
East Valley	North Hollywood	NoHo Senior Artists Colony	Housing	Development of a 126 unit senior residential project including 27 very low-income units located at 11047 Magnolia Boulevard- to be developed by Meta Housing Corp.	\$6,600,000

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East Valley	Pacoima / Panorama City	Pacoima Streetscape	Public Improvement	streetscape along major corridor including sidewalks, street furniture and decorative crosswalks	\$350,000
East Valley	Pacoima / Panorama City	East Valley Home Ownership Program "HOP"	Housing	Ownership: Provides soft second loans up to \$75,000 for approximately 26 income qualified buyers	\$428,000
East Valley	Pacoima / Panorama City	The Crossings at North Hills (UHC)	Housing	Rental: 37-unit affordable multi-family housing on Sepulveda Boulevard near Tupper Street.	\$500,000
East Valley	Pacoima / Panorama City	Jeopardy Building	Community Facility	Rehabilitation of existing facility	\$600,000
East Valley	Pacoima / Panorama City	El Dorado Park	Open Space / Parks	development of park facilities	\$750,000
East Valley	Pacoima / Panorama City	Trammell Crow Company (TCC) Business Outreach / Assistance	Business Assistance	Business assistance package for TCC to attract two prospective users to the Sun Valley Commerce Center Site located at the corner of Branford Street and San Fernando Road.	\$750,000
East Valley	Pacoima / Panorama City	East Valley Business Assistance Program (BAP)	Business Assistance	The BAP provides loans with debt forgiveness up to \$249,000 for commercial property owners and up to \$75,000 for commercial tenants for use to attract expand and retain commercial businesses located within an EVR Project Area.	\$845,900
East Valley	Pacoima / Panorama City	Business Development / Economic Assistance Forums	Business Assistance	Participation in Business Development / Economic Assistance Forums in the San Fernando Valley, representing the East Valley Region (NH, LC, PC)	\$875,000
East Valley	Pacoima / Panorama City	Anthony International (AI) Business Retention	Business Assistance	Coordination and implementation of EVR Business Assistance package for AI.	\$1,000,000
East Valley	Pacoima / Panorama City	La Coruña Senior Apartments (META)	Housing	Rental: 86-unit affordable senior housing on Sepulveda Boulevard near Lanark Street.	\$2,000,000
East Valley	Pacoima / Panorama City	Tobias Terrace (META)	Housing	Rental: 66-unit affordable senior housing bounded by Tobias Avenue, Tupper Street, and Van Nuys Boulevard.	\$2,500,000
East Valley	Pacoima / Panorama City	CD7 Constituent Services Center	Community Facility	New public facility located at 13520 West Van Nuys Boulevard in Pacoima (home to Council District 7 offices, other City services and a 2,200 square foot commercial space). Assist City of LA General Services Department (GSD) develop business assistance package(s) for one prospective ground floor retail/food services tenant	\$3,000,000
East Valley	Pacoima / Panorama City	Sylmar Court	Housing	affordable housing development	\$3,000,000
East Valley	Pacoima / Panorama City	Pierce Street Villas (HABITAT)	Housing	Ownership: 24-unit affordable single family housing near Carl Street and Borden Avenue.	\$3,360,000
East Valley	Pacoima / Panorama City	Foothill Osborne	Housing	affordable housing development	\$3,500,000
East Valley	Pacoima / Panorama City	Montecito Terraces (AMCAL)	Housing	Rental: 96-unit affordable senior housing on Sepulveda Boulevard near Tupper Street.	\$3,800,000

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East Valley	Pacoima / Panorama City	Industrial Incentive Program (IIP)	Industrial	The IIP provides up to \$100,000 in grants and up to \$250,000 in conditional loans to provide assistance to industrial businesses seeking to locate, expand or green their operations in connection with the rehabilitation or development of industrial properties in CRA/LA project areas.	\$5,000,000
Eastside	Adelante Eastside	First Street Arts District Plan	Industrial	Plans and programs designed to facilitate arts related uses and institutions to serve as anchors for newly evolving arts district around three Metro Gold Line stations.	\$100,000
Eastside	Adelante Eastside	1st and Mission Design for Development	Public Improvement	10-acre development opportunity site located across the street from the First and Utah Metro Gold Line station	\$170,000
Eastside	Adelante Eastside	Biomed Focus Area	Public Improvement	Implementation plan for infrastructure necessary to redevelopment Biomed Focus area, including transportation, public and private utilities.	\$450,000
Eastside	Adelante Eastside	ACTA Site Soils	Industrial	Clean-up of one-acre CRA/LA-owned parcel in preparation of property for industrial development.	\$1,000,000
Eastside	Adelante Eastside	First and Boyle	Public Improvement	Development of new mixed-use artist housing across the street from Metro Gold Line Mariachi Station.	\$2,000,000
Eastside	Adelante Eastside	Whittier Apartments	Industrial	60-units of affordable housing.	\$2,000,000
Eastside	Adelante Eastside	Historic Boyle Hotel	Housing	Rehabilitation of historic hotel as 51-units of affordable housing and ground floor commercial use.	\$3,000,000
Eastside	Adelante Eastside	Commercial Incentive Program	Housing	Improvements to property along First Street and Cesar Chavez Avenue commercial corridor in support of First Streets Arts District Plan and Cesar Chaves Avenue Streetscape and Pedestrian Enhancements initiative.	\$5,000,000
Eastside	Adelante Eastside	Linda Vista	Industrial	200 units affordable housing	\$8,000,000
Eastside	Adelante Eastside	Cesar Chavez Streetscape and Utilities Undergrounding	Industrial	Public improvements and utility undergrounding along Cesar Chavez from Warren Street to Evergreen Avenue (1.5 miles)	\$10,000,000
Eastside	Adelante Eastside	Sears Tower	Housing	Rehabilitation of historic department store	\$20,000,000
Eastside	Monterey Hills	Disposition of Surplus Property	Industrial	Disposition of CRA/LA owned parcels prior to project area close out in 2015.	\$160,000
Eastside	Monterey Hills	Area-wide Landscaping improvements and Maintenance of CRA/LA owned	Industrial	Ongoing maintenance of CRA/LA owned property.	\$4,000,000
Hollywood & Central	East Hollywood / Beverly Normandie	Vermont Avenue Streetscape	Public Improvement	Implement public improvements consisting of sidewalk repairs, bike racks, and design features, crosswalks and street trees.	\$867,000
Hollywood & Central	Hollywood	Selma Hotel	Commercial	Development of a 136-unit boutique hotel	\$500,000
Hollywood & Central	Hollywood	Green Retrofit Program	Public Improvement	Provide financial assistance to industrial companies that are relocating, expanding, or "greening" their operations or facilities.	\$50,000

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Hollywood & Central	Hollywood	Hollywood Boulevard Retail Attraction and Retention Strategy	Business Assistance	Implementation of a strategy to attract additional resources to and physically improve the project area's core commercial corridor	\$125,000
Hollywood & Central	Hollywood	Business Incentive Programs	Public Improvement	On-going program to provide façade improvement grants and matching rehabilitation loans for commercial businesses.	\$250,000
Hollywood & Central	Hollywood	HCIP-Commercial Historic Storefront Grant	Improvement	Provide financial assistance to business for facades improvement .	\$457,500
Hollywood & Central	Hollywood	Metro Bike	Improvement	Implement design improvements and construction of for a bicycle facility to be operated by Bicycle Kitchen.	\$465,000
Hollywood & Central	Hollywood	Santa Monica/Western	Public Improvement	Implement public improvements consisting of sidewalk repairs, bike racks, and design features, crosswalks and street trees.	\$500,000
Hollywood & Central	Hollywood	Walk of Fame	Public Improvement	Provide improvements on the Walk of Fame	\$500,000
Hollywood & Central	Hollywood	Pedestrian Crossroads	Public Improvement	Implement public improvements consisting of sidewalk repairs, tree wells, tree planting.	\$1,116,300
Hollywood & Central	Hollywood	Open Space/Sustainable	Public Improvement	Public improvements on Hudson Plaza, De Longpre/La Brea.	\$1,500,000
Hollywood & Central	Hollywood	Business Retention/Attraction	Improvement	Provide financial assistance to business to are relocating, expanding, or "greening" their operations.	\$1,750,000
Hollywood & Central	Hollywood	Orchard Gables	Community Facility	Rehabilitation of historic resource and conversion to space for operation of cultural program and a small business office space	\$1,910,900
Hollywood & Central	Hollywood	Hollywood/Western Streetscape	Public Improvement	Implement public improvements consisting of sidewalk repairs, bike racks, and design features, crosswalks and street trees.	\$2,000,000
Hollywood & Central	Hollywood	Wilcox Shrader DOT Lot - Mixed-Use Development	Mixed Use	Mixed-use development to provide 300 public parking spaces and 60-units of affordable housing	\$4,000,000
Hollywood & Central	Hollywood	Vine Street Tower	Commercial	Development of a 128,000 square feet office building to serve entertainment-related companies	\$4,625,000
Hollywood & Central	Hollywood	5555 Hollywood Housing	Housing	120 -unit affordable housing development for seniors	\$4,680,000
Hollywood & Central	Hollywood	Villas at Gower	Housing	70-units of special needs housing	\$6,750,000
Hollywood & Central	Hollywood	Housing Projects Pending	Housing	Pipeline of housing projects currently being underwritten; Gordon, Selma-Cherokee/LAUSD and Western-Carlton are family projects and the Step-Up projects are special needs	\$8,800,000
Hollywood & Central	Hollywood & East Hollywood/Beverly	Coronel Housing Project	Housing	54-unit affordable housing development for families	\$5,027,000
Hollywood & Central	Mid-City Corridors	Ebony Reparatory Theatre	Community Facility	capital improvements	\$50,000
Hollywood & Central	Mid-City Corridors	NHPAC (Art Program)	Community Facility	capital improvements	\$400,000
Hollywood & Central	Mid-City Corridors	Tuelyn Terrace	Housing	Rehabilitation of a 91-unit affordable housing project with existing covenants. Phase I - provide \$225,000 loan for meet fire, life, safetyguidelines. Prepare	\$622,000

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Hollywood & Central	Mid-City Corridors	Nate Holden Theatre	Community Facility	The Nate Holden Performing Arts Center (NHPAC) is a multi-use complex comprised of a theatre, a rehearsal hall/studio, an open air lobby complete with a box office and concession area, and two undeveloped retail areas designed by John Fisher, built by CRA/LA, owned by GSD, operated by the City's cultural Affairs Department, which in turn leases the space via a competitive bid process. Assisting the current operator, become self sufficient.	\$750,000
Hollywood & Central	Mid-City Corridors	Jefferson and 5th Avenue	Housing	New construction of a 40-unit family affordable housing development.	\$1,500,000
Hollywood & Central	Mid-City Corridors	Matching Funds for Prop 1C and MTA	Public Improvement	public improvements to facilitate affordable housing development	\$1,500,000
Hollywood & Central	Mid-City Corridors	Prop 1C & Vision Plan Implementation	Public Improvement	A streetscape program that includes: trees, better tree wells, permeable pavers, infill open space, neighborhood gateways, etc. The program recommends a framework of varying street tree types, street lighting and gateways that complement the proposed land use districts.	\$1,500,000
Hollywood & Central	Mid-City Corridors	District Square	Commercial	OPA w/the Charles Company to create a new two-story, approximately 300,000 sq ft retail shopping center. CRA/LA Assistance \$6.5 million site specific tax increment (SSTI).	\$6,500,000
Hollywood & Central	Mid-City Corridors	Midtown Crossing	Commercial	The Midtown Crossings project is a 383,667 square foot retail center. CIM Group owns the 11.9 acre site. Phase I has been completed and Phase II is under construction. Through the OPA, CRA/LA has committed \$16.3 million to the project.	\$14,322,000
Hollywood & Central	Pico Union 1 and 2	Business Incentive Programs	Business Assistance	On-going program to provide façade improvement grants for commercial businesses on Pico Boulevard.	\$60,000
Hollywood & Central	Pico Union 1 and 2	Cesar Chavez Community Garden	Open Space / Parks	Design and development of community based open space, including decorative gate and walkway.	\$90,000
Hollywood & Central	Pico Union 1 and 2	Casas Alicia Move-on Project	Mixed Use	Rehabilitation of two historic homes for the operation of an educational and construction trade apprenticeship program on CRA/LA owned land at 1115-1129 S. Alvarado Street.	\$100,000
Hollywood & Central	Pico Union 1 and 2	Nuevo Pico Union Scattered Sites	Housing	Rehabilitation of four, four unit buildings restricted to 60% AMI.	\$530,000
Hollywood & Central	Pico Union 1 and 2	Residential Incentive Programs	Housing	On-going program to provide façade improvement grants for residential property owners to support the preservation and historic properties in Pico Union.	\$550,000
Hollywood & Central	Pico Union 1 and 2	11th & Burlington Apartments	Housing	Demolition of existing blighted buildings and new construction of 25-units of affordable housing.	\$750,000

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Hollywood & Central	Pico Union 1 and 2	Pico Boulevard Streetscape Improvements	Public Improvement	Design and installation of various public improvements including monument signs and gateway markers.	\$2,000,000
Hollywood & Central	Westlake	MacArthur Park BID	Business Assistance	Determine the feasibility of a merchant or property owner based bid, and coordinate the formal adoption process necessary to establish the MacArthur Park BID.	\$60,000
Hollywood & Central	Westlake	7th Street Streetscape Improvements	Public Improvement	Various public improvements along the 7th corridor, including trash receptacles, street tree replacement, and sidewalk repairs.	\$75,000
Hollywood & Central	Westlake	Monseñor Oscar Romero Plaza	Open Space / Parks	Assist with the construction of the Archbishop Oscar Romero Plaza at the southeast corner of MacArthur Park. The Project consists of installing a bronze statue in honor of Monseñor Romero; a spire with ascending doves; curved stone benches; and other decorative elements.	\$100,000
Hollywood & Central	Westlake	Business Incentive Programs	Business Assistance	On-going program to provide façade improvement grants for commercial businesses on Alvarado Street.	\$500,000
Hollywood & Central	Westlake	MacArthur Park Metro Mixed Use Development	Mixed Use	Development of 89 units of housing, 15,540 sq. ft. of retail space with 91 spaces of required residential parking, plus 100 commuter parking spaces and 42 retail parking spaces.	\$1,400,000
Hollywood & Central	Westlake	7th & Coronado Apartments	Housing	New construction of 68 affordable family apartments, plus community room, multi-purpose room, child-day room, laundry rooms, art room, case mgt offices, landscaped courtyard and balconies.	\$3,900,000
Hollywood & Central	Westlake	Westlake Theatre Mixed Use Development	Mixed Use	Acquisition and rehabilitation of the historic Westlake Theater as a mixed-use entertainment venue. State of the art lighting and sound systems and a modular and flexible stage system would be installed to accommodate multiple event configurations. The space will also include Culture Clash offices, meeting rooms and small classrooms for education programs. Development of a 52 unit affordable housing project on an adjacent site.	\$10,000,000
Hollywood & Central	Wilshire Center / Koreatown	Alley Conversion Program	Public Improvement	Improving alley for pedestrian safety and use	\$150,000
Hollywood & Central	Wilshire Center / Koreatown	Carbon Master Plan/Green Building Retrofit Program	Business Assistance	A consultant team will conduct audits of existing buildings to create a database of a sample set of existing buildings' energy usage, ways to reduce their energy usage, as well as a financing mechanism to incentivize building owners to rehabilitate their properties.	\$192,000
Hollywood & Central	Wilshire Center / Koreatown	Eco Village	Housing	affordable housing development	\$300,000
Hollywood & Central	Wilshire Center / Koreatown	Wireless Camera System	Public Improvement	cooperation agreement with LAPD	\$360,000
Hollywood & Central	Wilshire Center / Koreatown	Carolyn Serverance Manor	Housing	affordable housing development	\$740,000

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Hollywood & Central	Wilshire Center / Koreatown	5th Street and Western Avenue Street Widening	Public Improvement	Transfer of \$850,000 from CRA/LA to BSS for the widening of 5th Street and Western Avenue to incentivize development.	\$850,000
Hollywood & Central	Wilshire Center / Koreatown	6th Street Public Improvements	Public Improvement	streetscape along major corridor including trees and art work	\$850,000
Hollywood & Central	Wilshire Center / Koreatown	8th Street Public Improvements	Public Improvement	streetscape along major corridor including trees and art work	\$850,000
Hollywood & Central	Wilshire Center / Koreatown	Western at 5th - Street Widening	Public Improvement	Street widening at the northeast corner of Western at 5th along the property frontage of 450 S. Western Avenue.	\$850,000
Hollywood & Central	Wilshire Center / Koreatown	Western Avenue Public Improvements	Public Improvement	streetscape along major corridor including trees and art work	\$1,000,000
Hollywood & Central	Wilshire Center / Koreatown	Wilton Place Park	Open Space / Parks	CRA/LA acquired the 3,648 sq ft vacant lot for \$640,000 on January 25, 2008. The construction drawings have been completed.	\$1,175,000
Hollywood & Central	Wilshire Center / Koreatown	Juanita Villas	Housing	Juanita Villas, a permanent supportive housing project to be developed by People Assisting the Homeless (PATH) and the Related Companies, is located at 335-339 Juanita Avenue, Los Angeles, CA 90004. Once the project is constructed, it will include 49 single room occupancy (SRO) units for homeless, disabled, and low income residents.	\$1,500,000
Hollywood & Central	Wilshire Center / Koreatown	Vermont Avenue Public Improvements	Public Improvement	streetscape along major corridor including trees and art work	\$2,000,000
Hollywood & Central	Wilshire Center / Koreatown	Koreatown Senior and Community Center / Madang Project	Community Facility	The project is being developed by the Koreatown Senior and Community Center, Inc. and the Korean American Federation of Los Angeles. The CRA/LA staff anticipates seeking authorization from the Board of Commissioners soon to enter into a \$1.3 million community service grant for this senior citizen center in heart of Koreatown.	\$3,000,000
Hollywood & Central	Wilshire Center / Koreatown	KRC/Kingsley Senior	Housing	affordable housing development	\$3,000,000
Hollywood & Central	Wilshire Center / Koreatown	Wilshire Gateway	Housing	affordable housing component of mixed income development	\$3,000,000
Hollywood & Central	Wilshire Center / Koreatown	6th Street and Vermont Avenue Acquisition	Public Improvement	Acquisition of municipal lot 692 (sw corner of 6th Street and Vermont) from LA GSD for the purpose of a Korean American Museum or Cultural Center.	\$3,170,000
Hollywood & Central	Wilshire Center / Koreatown	LADOT Municipal Parking Lot 692 (6th Avenue and Vermont)	Community Facility	Acquisition of real property from the Dept. of General Services for the development of a new Korean American Museum, located at 601 South Vermont Avenue.	\$3,174,000
Hollywood & Central	Wilshire Center / Koreatown	Olympic Boulevard & Catalina Street	Housing	affordable housing development	\$3,250,000
Hollywood & Central	Wilshire Center / Koreatown	New Hampshire Family Apartments	Housing	A 52-unit affordable housing development that will be located at 1037-1053 S. New Hampshire Avenue. The 23,640 SF lot will also include approximately 3,000 SF of social service space.	\$3,575,000
Hollywood & Central	Wilshire Center / Koreatown	979 Serrano Avenue	Housing	affordable housing development	\$4,000,000

Hollywood & Central	Wilshire Center / Koreatown	Olympic Boulevard Streetscape	Public Improvement	A significant streetscape project which includes: pedestrian improvements at intersections, pothole/sidewalk/curb/gutter repairs, and pedestrian lighting, trash/recycling bins both ends of every block, trees, and other elements to eliminate blight in the public infrastructure. The thoughtful design emphasizes elements prevalent within the Korean culture.	\$4,000,000
Hollywood & Central	Wilshire Center / Koreatown	1011 Serrano Avenue	Housing	79 unit family affordable housing development proposed by Affirmed using bonus density.	\$5,000,000
Hollywood & Central	Wilshire Center / Koreatown	6th Street and Normandie Mental	Housing	affordable housing development	\$5,000,000
Hollywood & Central	Wilshire Center / Koreatown	LDK Senior Apartments	Housing	Scattered site, 67-unit senior affordable housing project. Board approved.	\$5,000,000
Hollywood & Central	Wilshire Center / Koreatown	Normandie Terrace	Housing	CRA/LA Board and Council approved a \$5.25 million loan for relocation of the existing tenants and the new construction of 66-units of affordable housing.	\$5,250,000
Hollywood & Central	Wilshire Center / Koreatown	YMCA	Community Facility	New 2-story approx 30K SF community recreational facility w/adjacent 3-story parking structure (w/teen center on roof of parking structure) built to LEED Silver standards.	\$6,000,000
Hollywood & Central	Wilshire Center / Koreatown	7th and Hobart Park	Open Space / Parks	acquisition, design, construction and maintenance of public park	\$7,000,000
Hollywood & Central	Wilshire Center / Koreatown	Prop 84 Parks	Open Space / Parks	7th and Hobart - acquisition, design and development neighborhood park	\$7,000,000
Hollywood & Central	Wilshire Center / Koreatown	Korean American Museum	Community Facility	Construction of a community facility in order to reflect the cultural diversity of community	\$7,500,000
Hollywood & Central	Wilshire Center / Koreatown	Korean Boys & Girls Club	Community Facility	land acquisition and building of parking facilities	\$9,000,000
Hollywood & Central	Wilshire Center / Koreatown	Korean American Community Center	Community Facility	land acquisition and building of parking facilities	\$10,000,000
Hollywood & Central	Wilshire Center / Koreatown	Hoover and Wilshire Park	Open Space / Parks	development of a public park to serve the surrounding community	\$12,000,000
Hollywood & Central	Wilshire Center / Koreatown	Wilshire / Normandie Retail Project	Commercial	commercial development on the southeast corner of Wilshire and Normandie; office and regional retail	\$15,000,000
Hollywood & Central	Wilshire Center / Koreatown	Wilshire Vermont Mixed use	Mixed Use	450 rental units and 40,000 sq.ft. of ground floor retail. We should also add \$7 million to the 7th and Hobart park site per CD10.	\$17,500,000
Hollywood & Central	Wilshire Center / Koreatown	Acquisition of Hoover/Wilshire for mixed use development	Mixed Use	Acquisition of strategic commercial site for disposition and development of a mixed use project. Includes \$5,000,000 of Prop 84 funds for acquisition of park area on site.	\$20,000,000
Hollywood & Central	Wilshire Center / Koreatown	Wilshire/Normandie Retail Project	Mixed Use	project with retail component and housing	\$20,000,000

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Hollywood & Central	Wilshire Center / Koreatown	Streetscape Projects	Public Improvement	8th Street Public Improvements - \$4,000,000; 6th Street Public Improvements - \$4,000,000; Western Avenue Public Improvements - \$10,000,000; Vermont Avenue Public Improvements - \$12,000,000; Alley Conversion Program - \$150,000; Parkway Conversion Program - \$150,000; Industrial Core Beautification Program - \$600,000, Alley Conversion Program \$150,000 Parkway Conversion Program, \$150,000, Industrial Core Beautification Program \$600,000	\$31,800,000
Los Angeles Harbor	Beacon Street	Trolley Service	Public Improvement	Develop off-site parking locations and trolley service around Port and DT San Pedro	\$1,000,000
Los Angeles Harbor	Beacon Street	Affordable Rental Project	Housing	provide subsidy to 80/20 deal or other project outside Beacon Street boundaries that will provide additional family housing	\$5,000,000
Los Angeles Harbor	Beacon Street	Parking Garage	Public Improvement	Acquisition construction of parking garage	\$30,000,000
Los Angeles Harbor	LA Harbor	LA 3200 Alameda Harry Bridges Landscape Buffer	Public Improvement	Two-phased project consisting of E Street Gateway, Eubank Gateway, and landscaped bugger along Alameda from Anaheim to Harry Bridges.	\$2,400,000
Los Angeles Harbor	LA Harbor & Wilmington Industrial	Web site updating & grant writing	Industrial	Design and update website promoting Wilmington Industrial Area & develop grant applications for funding of public improvements and other competitive projects	\$200,000
Los Angeles Harbor	LA Harbor & Wilmington Industrial	Block 27 Industrial Development	Industrial	Remediation of contaminated property and major expansion of existing cold storage business.	\$300,000
Los Angeles Harbor	LA Harbor & Wilmington Industrial	E Street and MacFarland	Public Improvement	Design and construct traffic safety devices for train tracks along this street and vacate the street for vehicular use	\$700,000
Los Angeles Harbor	LA Harbor & Wilmington Industrial	Affordable Rental project	Housing	Acquire land outside project area to develop more affordable family housing in the Wilmington Area	\$1,400,000
Los Angeles Harbor	LA Harbor & Wilmington Industrial	L and Lecourveur for affordable housing	Housing	For sale affordable housing	\$1,500,000
Los Angeles Harbor	LA Harbor & Wilmington Industrial	Soft Second Program	Housing	Implement a soft second program for the Wilmington Area	\$2,000,000
Los Angeles Harbor	LA Harbor & Wilmington Industrial	Alameda Storm Drain Improvements	Plans & Studies	Design improvements to prevent flooding along Alameda (includes adding storm drains and street reconstruction)	\$2,500,000
Los Angeles Harbor	LA Harbor & Wilmington Industrial	Block 22,23,24 (3-acre site)	Industrial	Assist in acquisition of land and development for up to 75,000 square feet of new industrial	\$5,000,000
Los Angeles Harbor	LA Harbor & Wilmington Industrial	Block 25	Industrial	New construction of industrial development in the Wilmington Area (at least 3 acres)	\$5,000,000
Los Angeles Harbor	LA Harbor & Wilmington Industrial	Eubank/Alameda Opportunity Site (Block 38, 45, and	Industrial	New construction of industrial development in the Wilmington Area (at least 5 acres)	\$5,000,000
Los Angeles Harbor	LA Harbor & Wilmington Industrial	Improve all Unimproved Streets in Wilmington	Public Improvement	Design, obtain permits and construct street improvements along Banning, Lecourveur, Lakme, Pioneer, Quay, F Street and C Street	\$7,000,000

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Los Angeles Harbor	LA Harbor & Wilmington Industrial	Quay/Banning Opportunity Sites (Block 15, 30 and 31)	Industrial	New construction of industrial development in the Wilmington Area (at least 8 acres)	\$10,000,000
Los Angeles Harbor	Pacific Corridors	222 W. 6th Street	Industrial	Commercial incentive loans for retenanting building	\$2,000,000
Los Angeles Harbor	Pacific Corridors	Grand Vision Theater	Commercial	Develop theater as prominent venue for events, etc.	\$2,000,000
Los Angeles Harbor	Pacific Corridors	3rd and Pacific Affordable Housing	Housing	Development of affordable family housing with ground floor community space.	\$2,500,000
Los Angeles Harbor	Pacific Corridors	Gaffey Street Bridge	Public Improvement	Improvements to Oliver Street pedestrian overpass across Gaffey Street at the 110 Freeway, and development of adjacent open space to enhance primary gateway to Downtown San Pedro.	\$3,500,000
Los Angeles Harbor	Pacific Corridors	Home Rehabilitation Program	Housing	Assist with rehabilitation of historic homes in Vinegar Hill Area	\$5,000,000
Los Angeles Harbor	Pacific Corridors	Retail Attraction Program	Commercial	Various programs and project to attract new retail to vacant space along Pacific Avenue.	\$5,000,000
Los Angeles Harbor	Pacific Corridors	Neighborhood Shopping Center	Commercial	Develop neighborhood shopping center across from the cruise terminal on Caltrans and privately owned property (at least 8 acres)	\$10,000,000
Los Angeles Harbor	Pacific Corridors	Opportunity Sites	Commercial	Identify and acquire at least 2 blocks within DT San Pedro for mixed use development	\$17,000,000
South Los Angeles	Broadway Manchester	Milan Affordable housing	Housing	Mixed-use development consisting of 2,800 sq. ft. of commercial, with 16 affordable townhouse units.	\$1,000,000
South Los Angeles	Broadway Manchester	Sheenway Heritage Charter High School	Community Facility	30,400 sq. ft. Charter High School with 61 surface parking spaces.	\$1,000,000
South Los Angeles	Broadway Manchester	94th & Broadway	Mixed Use	Proposed mixed-use development to consist of supermarket, senior affordable rental units, and detached for-sale town homes. AMCAL is the master developer Current DDA with AMCAL consists of antiquated project description of only for-sale housing.	\$291,800
South Los Angeles	Broadway Manchester	Industrial Corridor Business Improvements	Industrial	Provide assistance to industrial companies that are seeking to maintain, expand or relocate to the area	\$840,500
South Los Angeles	Crenshaw	Baldwin Hills Crenshaw Mall	Commercial	Multi-phase redevelopment of regional mall	\$1,000,000
South Los Angeles	Crenshaw	Crenshaw Corridor Prop 1C Public	Public Improvement	Funds awarded by state for Public improvements	\$14,000,000
South Los Angeles	Crenshaw	Vision theater	Community Facility	Phased renovation/ reconstruction of historic facility.	\$1,000,000
South Los Angeles	Crenshaw	Crenshaw Transit Corridor	Public Improvement	Develop streetscape, public art and transit plan for Crenshaw Blvd, working with other departments such as Metro, City Planning, LA DOT, etc.	\$30,000
South Los Angeles	Crenshaw	Business Improvement District	Business Assistance	Expand Business Improvement District north into Mid City Project Area and South into Crenshaw Slauson	\$45,000
South Los Angeles	Crenshaw	Buckingham	Housing	Senior Affordable housing Development	\$276,900
South Los Angeles	Crenshaw	Marlton Square	Mixed Use	22-acre site slated for mixed-use development	\$1,977,000
South Los Angeles	Crenshaw Slauson	Business Improvement District	Business Assistance	Expand Business Improvement District north into Mid City Project Area and South into Crenshaw Slauson	\$500,000

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South Los Angeles	Crenshaw Slauson	Crenshaw Transit Corridor	Public Improvement	Develop streetscape, public art and transit plan for Crenshaw Blvd, working with other departments such as Metro, City Planning, LA DOT, etc.	\$100,300
South Los Angeles	Crenshaw Slauson	Healthy Food Initiative	Business Assistance	Grants to food providers to expand or renovate property	\$250,000
South Los Angeles	Crenshaw Slauson	Renew Program	Business Assistance	Market conversion	\$250,000
South Los Angeles	Crenshaw Slauson	Hyde Park Library Site	Housing	Former library site, slated for residential development.	\$332,900
South Los Angeles	Crenshaw Slauson	Business Incentive Program	Business Assistance	On-going program to provide façade improvement grants for commercial businesses along Slauson and Crenshaw Blvd.	\$1,000,000
South Los Angeles	Exposition / University Park	511 West 31st Street Mixed Use	Mixed Use	Mixed use development consisting of 30 units with 865 sq. ft. of commercial space and 63 parking spaces.	\$500,000
South Los Angeles	Exposition / University Park	Stovall Villa	Housing	A 32 one-bedroom Project for senior citizens including a	\$250,000
South Los Angeles	Exposition / University Park	University Gateway	Mixed Use	The mixed-use project consists of 83,000 square feet of commercial use on the first floor, 421 dwelling units and 770 on-site parking spaces at	\$500,000
South Los Angeles	Exposition / University Park	USC Master Plan	Plans & Studies	Development of a master plan to build out the USC campus	\$150,000
South Los Angeles	Exposition / University Park	Vermont Seniors Apartments	Housing	Project is a new 140 unit senior housing development	\$1,000,000
South Los Angeles	Exposition / University Park	Casa de Rosas	Community Facility	Casa de Rosas is a transitional shelter, consisting of 18 shelter beds and 32 SRO units for very low income individuals. The building was recently acquired by CRA/LA through a foreclosure permanent owner/operator.	\$795,900
South Los Angeles	Exposition / University Park	2009 MTA Call for Projects and Figueroa Corridor Prop. 1C Grant	Public Improvement	Improve pedestrian access to the new Expo Light Rail station on Vermont Avenue by installing sidewalks, landscaping and lighting along Bill Robertson Lane (formerly Menlo Avenue) and Martin Luther King, Jr. Blvd.	\$1,000,000
South Los Angeles	Exposition / University Park	Exposition Park Surplus Library Site	Mixed Use	CRA purchased 34,000 sf parcel from City for the purpose to redevelop property into a mixed-use or commercial project. Property is located across the street from USC.	\$1,000,000
South Los Angeles	Exposition / University Park	Business Incentive Program	Business Assistance	On-going program to provide façade improvement grants for commercial businesses.	\$1,600,000
South Los Angeles	Normandie 5	Engine House 18	Community Facility	Disposition and development of site into adult art center for developmentally challenged individuals	\$500,000
South Los Angeles	Normandie 5	West Adams Streetscape	Public Improvement	Construction of pedestrian and transit amenities, including the installation and/or enhancement of landscaping, gateway signage, crosswalks and bus stops, as well as other necessary work.	\$150,000
South Los Angeles	Normandie 5	Clean and Green Program	Public Improvement	Services provided by the Los Angeles Conservation Corp include: sidewalk and street cleaning; litter removal; removal of trash from receptacles; graffiti removal; etc.	\$200,000

South Los Angeles	Normandie 5	Jefferson Park Terrace	Commercial	Development of approximately 50 units of affordable housing project on Fatburger Site	\$678,500
South Los Angeles	Normandie 5	Business Incentive Program	Business Assistance	On-going program to provide façade improvement grants for commercial businesses.	\$1,300,000
South Los Angeles	Normandie 5	Areawide Improvements Phase 1	Public Improvement	Sidewalk, curb and gutter repair and tree pruning/removal in eastern portion of Project Area.	\$1,760,000
South Los Angeles	Region Wide	Plan Updates and Merger of 7 existing project areas	Plans & Studies	Potential amendments and merger to 7 existing project areas in South LA: Crenshaw, Crenshaw/Slauson, Broadway/Manchester, Vermont/Manchester, Western/Slauson, Normandie 5 and Exposition/University Park Project Areas.	\$600,000
South Los Angeles	Region Wide	3D Simulation of Project Areas	Plans & Studies	UCLA urban simulation of Expo, Crenshaw and Crenshaw Slauson	\$700,000
South Los Angeles	Region Wide	Exterior Residential Rehabilitation Pilot Program (ERRP)	Housing	\$15,000 conditional grants to eligible homeowners in participating project areas (CR,CS,N5, WS, Expo, MC, and VM) for eligible exterior renovations.	\$1,900,000
South Los Angeles	Vermont Manchester	Renew Program	Business Assistance	assistance for small business owners	\$200,000
South Los Angeles	Vermont Manchester	Vermont Manchester Shopping Center	Commercial	Development of a community shopping center w/grocery store and other ancillary retail stores.	\$240,000
South Los Angeles	Vermont Manchester	Johanna G. Sutton Library Site	Commercial	CRA/LA is seeking to develop the site into a commercial/medical office use. Kaiser Permanente is building a \$10 million, two-story medical office building nearby.	\$738,400
South Los Angeles	Watts	Disposition of Surplus Property	Plans & Studies	Property sale or conveyance of CRA/LA owned parcels (project area to close out in 2012)	\$53,400
South Los Angeles	Watts	Extension of Affordable Housing Covenants	Housing	Extension of affordable housing covenants at several housing complexes previously developed in partnership with CRA/LA. Extensions to be realized through one-time	\$525,700
South Los Angeles	Watts	Wattstar Theatre	Commercial	35,000 sq. ft. theatre & education center	\$598,000
South Los Angeles	Watts	MLK Jr. Shopping Center	Commercial	Renovation of 100,000 sq. ft. shopping center	\$1,541,000
South Los Angeles	Watts Corridors	Development (of) Opportunity Site at	Open Space / Parks	Redevelopment of half-acre vacant lot	\$500,000
South Los Angeles	Watts Corridors	Response to Housing Opportunities	Housing	Response to developer and property owner inquiries for affordable housing development	\$525,000
South Los Angeles	Watts Corridors	Central Avenue Streetscape Improvements	Public Improvement	Implement first phase in a series of streetscape improvements between 103rd St. & Central Avenue.	\$889,000
South Los Angeles	Watts Corridors	Watts Corridors Plan Amendment	Plans & Studies	Amendment to expand existing boundaries of existing project area, extend the time period for eminent domain in the existing project area, and establish eminent domain on non-residential properties in the expanded boundaries.	\$895,000
South Los Angeles	Western Slauson	Business Improvement District	Business Assistance	Transfer funds to City Clerk to create BID in Industrial Business Park	\$60,000
South Los Angeles	Western Slauson	ERRP Phase 2	Housing	affordable housing projects	\$800,000

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West Valley	Reseda / Canoga Park	Reseda River Loop	Public Improvement	Construction of pedestrian pathways; park; pedestrian bridge; decorative gates and bikeways along the Los Angeles River confluence with Aliso Creek. Developer – Trust for Public Lands	\$275,000
West Valley	Reseda / Canoga Park	Reseda Theater	Mixed Use	Adaptive reuse of 50-year old abandoned theater and adjacent vacant lot, both are owned by CRA/LA	\$1,000,000
West Valley	Reseda / Canoga Park	West Valley Alley Reconstruction - Reseda	Public Improvement	Reconstruction of alley ways in the Reseda Business District to improve traffic circulation, access to businesses and neighborhood aesthetics.	\$1,000,000
West Valley	Reseda / Canoga Park	Reseda Streetscapes	Public Improvement	Beautification and reconstruction of medians and installation of new streetscape improvements in the Reseda Central Business District.	\$2,000,000
West Valley	Reseda / Canoga Park	Reseda Park Pool	Open Space / Parks	Re-construction of 80 year old Reseda Park Pool.	\$2,280,000
West Valley	Reseda / Canoga Park	18425 Kittridge Street Affordable Housing	Housing	77 unit multi-family affordable housing project; located across from LA River; Developer – Abode Communities.	\$4,000,000
West Valley	Reseda / Canoga Park	Sherman Village	Housing	73 unit multi-family affordable housing project; LEED Silver; Developer – Meta Housing.	\$4,400,000
West Valley	Reseda / Canoga Park	The Crossings on Amigo	Housing	Rehabilitation of 42 unit multi-family affordable housing apartment; Developer – Urban Housing Communities.	\$5,900,000

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Region	Project Area	Project Name	Project Category	Description	GRA/LA Investment
Downtown	Central Industrial	Industrial Incentive Program	Industrial	Programs may include an industrial façade improvement program, a business retention program, and a property improvement and building rehabilitation program. Incentives shall be created to encourage industrial and manufacturing businesses to relocate, locate and/or grow in the Project Area	\$5,000,000
Downtown	Chinatown	Attraction of New Development and Business	Business Assistance	Creation and approval of a Design for Development for the Project Area along with a Program EIR to remove impediments to desired new developments.	\$3,500,000
Downtown	Chinatown	Bamboo Lane Property Façade Improvements	Business Assistance Program	Bamboo Lane is a privately owned alley that is operated both as the back and front door of many businesses. The proposed design improvements call for eliminating parking, improving the alley to create a pedestrian, retail environment. Support for the proposed improvements has gained. Currently, funding is being sought to construct the sustainable infrastructure improvements and manage the programming of the space.	\$1,500,000
Downtown	Chinatown	Bamboo Plaza	Community Facility	Management of 420 space public parking facility. In connection with the ownership and operation of the parking structure, the Agency pays annual rent for the Air Space Lease, reimbursement to the Parking Manager for annual operating costs, repair and maintenance expenses, security, landscaping, City parking tax, and property damage insurance.	\$3,000,000

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ADDITIONAL - LIST OF ACTIVITIES
(INCLUDING PROGRAMS, PROJECTS)
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Downtown	Chinatown	Chavez Streetscape Project (Chinatown)	Public Improvement	This Transit oriented Corridor project includes the design and installation of pedestrian/transit rider amenities, including bus stop gardens at three intersections, new pedestrian lighting, street trees in a landscaped parkway, and way finding signage. Improvements to the area will provide safe access for pedestrians as well as amenities to make the area more inviting to transit users. Tourists, shoppers and travelers will, in turn, become the eyes and ears of the neighborhood, helping keep the area clean while limiting vandalism.	\$2,300,000
Downtown	Chinatown	Chinatown Artistic Placemaking	Community Facilities and Program	Artists inform the area to create something special in a public setting such as at Alpine Recreation Center, the gateways, plazas, streetscapes. In order to complete this task, street standards need will be agreed upon by City Departments and Design Guidelines approved, setting the stage for improvements. The art adds interest to the 10 best places in Chinatown to visit, extends the time visitors stay in Chinatown, and attracts people to the area.	\$1,500,000
Downtown	Chinatown	Chinatown Metro Apartments	Affordable Housing	Adaptive reuse and redevelopment of now obsolete, vacant office buildings into a 123-unit mixed-use affordable senior housing and community space; Create an active 24-hour neighborhood, reinvigorate a street dominated by vacant graffiti-infested buildings; improved ground-floor facilities and new amenities for transit riders and create jobs.	\$3,600,000

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Downtown	Chinatown	Chinatown Station – L.A. River Pedestrian/Transit Linkages Project	Public Improvements	As the dynamics of the area change, there are hurdles to connecting the Los Angeles State Historic Park to Chinatown and the Chinatown residents to the Park and the River. These improvement anticipate streetscape, pedestrian, wifi, and transit improvements that create this important linkage	\$2,500,000
Downtown	Chinatown	Chinese Cultural Center	Community Facility and Programs	The creation of a center to educate families and individuals on Chinese culture offer from art, language, architecture, and history. This cultural center is estimated to bring 240,000 visitors to Chinatown each year while simultaneously stimulating and promoting local business.	\$2,500,000
Downtown	Chinatown	Downtown LA Alternative Green Modes Pilot Program	Community Facility and Programs	Creating linkages between transit and area businesses and amenities are critical to Chinatown. The program anticipated the development and operation of an alternative transit program that is environmentally and pedestrian friendly that connects the Los Angeles Historic Park and River to Chinatown and assists in the last mile or first mile of transit, encouraging increased transit ridership and one stop parking. MTA Call funded.	\$1,200,000
Downtown	Chinatown	Industrial Business Assistance	Business Assistance	Programs may include an industrial façade improvement program, a business retention program, and a property improvement and building rehabilitation program. Incentives shall be created to encourage industrial and manufacturing businesses to relocate, locate and/or grow in the Project Area	\$750,000

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Downtown	Chinatown	Pacific Alliance Medical Center Foundation Housing	Mixed Use	This proposed mixed used project would include both housing for older people as well as family housing. The development would be constructed in two phases. The senior housing will be undertaken in cooperation with the PAMC Foundation, which hopes to provide comfort care as an integral component of the housing services. The proposed development could include 150 units of housing and up to 20,000 sq. ft. of retail.	\$2,500,000
Downtown	Chinatown	Preservation of Housing Affordability	Affordable Housing	Chinatown has a number of affordable housing projects whose affordability covenants are expiring. Thus, over the next 5 year, covenants of up to 50 units need to be extended.	\$500,000
Downtown	Chinatown	Preserve America	Business Assistance	Comprehensive cultural heritage and hospitality training grant project for businesses and community organizations in Chinatown, Little Tokyo, Thai Town, Koreatown, & Historic Filipino Town; Encourage local historic resources through education and heritage programs; leverage historic assets for economic development and community revitalization	\$500,000
Downtown	Chinatown	Residential Rehabilitation Program	Affordable Housing	In early 1980's, the Chinatown Project assisted in the rehabilitation of 246 dwelling units. A Residential Rehabilitation Program will be re-initiated by providing property owners with matching grants to substantially rehab and preserve 50 existing affordable housing units.	\$1,000,000
Downtown	Chinatown	Response to Housing Opportunities	Affordable Housing	This program will permit staff to evaluate residential development proposals, provide	\$12,000,000

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ADDITIONAL - LIST OF ACTIVITIES
(INCLUDING PROGRAMS, PROJECTS)

Downtown	Chinatown	Restoration of Historic Neon Lighting	Business Assistance	Chinatown was the original center of outdoor neon lighting. Over the years, the lighting had come into disuse. Re-Lighting the three buildings in Central Plaza had a significant positive impact on the businesses, thus relighting and restoring the neon to Chinatown has become a major goal of reinvigorating the commercial district.	\$1,400,000
Downtown	Little Tokyo	Business Incentive Program	Business Assistance	On-going program to provide façade improvement grants for commercial businesses.	\$3,500,000
East Valley	Laurel Canyon	Response to Housing Opportunities	Affordable Housing	Provide funding for up to 50 units of low, very-low and moderate income housing on or in the vicinity of the Laurel Plaza site.	\$3,400,000
East Valley	Laurel Canyon	Victory Boulevard Public Improvements	Public Improvement	Construction of sidewalks, curbs and gutters, landscaping and other improvements along Victory, Laurel Canyon and Burbank boulevards.	\$2,200,000
East Valley	North Hollywood	Burbank Boulevard Public Improvements and Streetscape	Public Improvement	In collaboration with City departments, implement undergrounding of utilities, street widening and streetscape program along Burbank Boulevard between Lankershim and Boulevard and Vineland Avenue	\$3,000,000
East Valley	North Hollywood	Lankershim Historic Train Depot	Community Facility	Provide matching grant to Metro for restoration and rehabilitation of the historic Train Depot and conversion to community uses	\$1,111,300
East Valley	North Hollywood	North Hollywood Industrial Land Use Preservation	Public Improvement	Construction of a phased program of public improvements such as sidewalks, curbs and gutters and infrastructure such as sewer, water and lighting in the 72-acre North Hollywood industrial area bounded by Burbank Boulevard, Chandler Boulevard, Riverton Avenue and Vineland Avenue.	\$4,000,000

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ADDITIONAL - LIST OF ACTIVITIES
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East Valley	North Hollywood	Response to Housing Opportunities	Affordable Housing	Preserve expiring affordability covenants for 243 affordable units (such as Magnolia Towers, Willow Wood, Denny Place and Elmer Gardens) and fund up to 55 new affordable units in the vicinity of the Red Line Metro Station.	\$10,077,300
East Valley	North Hollywood	Sidewalk Remediation	Public Improvement	Repair of up to 30,000 linear feet of sidewalks, curbs, gutters and other related improvements to enhance safety along residential streets in the Project Area.	\$1,000,000
East Valley	Pacoima / Panorama City	CD7 Sidewalks Improvement Project	Public Improvement	Repair or construction of new sidewalks, curb and gutter and other physical improvements along Laurel Canyon Boulevard between Van Nuys Boulevard and Terra Bella Street to move residents safely and efficiently within the Pacoima Community.	\$750,000
East Valley	Pacoima / Panorama City	Commercial Incentive Program	Business Assistance	This program is focused on commercial corridors and will assist to revitalize buildings, which may need help in attracting new tenants and businesses. The program will provide for the refurbishment of existing facades and/or interior improvements within the Pacoima, Sylmar, Sun Valley and Panorama City Communities.	\$900,000
East Valley	Pacoima / Panorama City	Community Art Program	Community Facility	This program includes the solicitation and funding of various public art projects associated with the Pacoima Streetscape improvements and will promote and encourage the retention and recovery of all segments of the arts and recreation as valuable parts of the project area.	\$439,400
East Valley	Pacoima / Panorama City	EDA Grant	Public Improvement	Design and construction of various public improvements along San Fernando Road and Sheldon Street in the Sun Valley Community. Improvements primarily include construction and or repair to crosswalks, street paving, curbs, gutters, ADA accessible ramps, drive approaches, and traffic signal synchronization.	\$4,200,000

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East Valley	Pacoima / Panorama City	Foothill Village Housing	Affordable Housing	Ownership: Development of 14- 22 new for-sale detached housing units for families on a 1.22 CRA/LA-owned vacant site near Foothill Boulevard and Hubbard Street. Homes will be marketed to first time homebuyers with household incomes up to 120% of the median income.	\$2,500,000
East Valley	Pacoima / Panorama City	Hillside Stabilization Project	Public Improvement	Hillside Stabilization on Osborne Street.	\$1,500,000
East Valley	Pacoima / Panorama City	Old San Fernando Road Public Infrastructure Project	Public Improvement	Widening of old San Fernando Road, between Sayre and Astoria.	\$650,000
East Valley	Pacoima / Panorama City	Panorama City Public Infrastructure Project	Public Improvement	Installation of curbs, gutters, sidewalks and other related infrastructure improvements to enhance public safety and security within the Panorama City Community.	\$5,000,000
East Valley	Pacoima / Panorama City	Panorama City Streetscape	Public Improvement	Design and installation of various streetscape improvements along Van Nuys Boulevard between Parthenia Street and Titus Street. Improvements include crosswalks, pedestrian lighting, parkway and median landscaping, street furniture, sidewalks, and monument signage.	\$5,400,000
East Valley	Pacoima / Panorama City	Panorama Tower	Commercial / Mixed Use	Development and revitalization of vacant 13-story Panorama Tower that was damaged in 1994 Northridge Earthquake	\$10,000,000
East Valley	Pacoima / Panorama City	Preserve Affordable Housing	Affordable Housing	The program will help leverage additional public and private sources to help preserve expiring affordable housing covenants for 71 units (such as Arleta Senior Housing, Laurel Court Apartments, and Mountainback Apartments) in the redevelopment area.	\$1,000,000

**ATTACHMENT TWO:
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East Valley	Pacoima / Panorama City	Project Area Community Facilities	Community Facility	This effort includes the rehabilitation and development of various properties to support community facilities and programs in the Project Area. This includes, but is not limited to, public libraries, senior centers, youth and training facilities and active open space within the Pacoima, Sylmar and Panorama City Communities	\$1,500,000
East Valley	Pacoima / Panorama City	Project Area-Wide Industrial Revitalization	Business Assistance	Programs may include an industrial façade improvement program, a business retention program, and a property improvement and building rehabilitation program. Incentives shall be created to encourage industrial and manufacturing businesses to relocate, locate and/or grow in the Project Area including the Pacoima, Sylmar, Sun Valley and Panorama City Communities	\$220,000
East Valley	Pacoima / Panorama City	Public Improvement Program	Public Improvement	The CRA/LA will complement the improvements in commercial and industrial areas by installing public improvements that will enhance public safety and security. These may include sewer replacement, street widening, lighting, storm water flow enhancements, catch basins, and other infrastructure improvements. Targeted commercial and industrial corridors include San Fernando Road, Van Nuys Boulevard, Foothill Boulevard, Sepulveda Boulevard and Branford Street.	\$15,000,000

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East Valley	Pacoima / Panorama City	Residential Public Improvement Program	Public Improvement	Series "D" Bond project fund established for constructing public improvements such as new sidewalks, curb and gutter and other physical improvements within project area (20% of Series "D" Bond Issuance funds set aside for residential corridor focus including communities of Sylmar, Pacoima, Arleta, Sun Valley, Panorama City and North Hollywood).	\$4,500,000
East Valley	Pacoima / Panorama City	Response to Development Opportunities	Business Assistance	This program covers CRA/LA staff time for meetings with area stakeholders regarding development plans and opportunities; reviewing financial plans and design alternatives; providing technical, architectural and design assistance; conducting appropriate environmental review; providing technical support to business improvement districts; monitoring of policy issues; and responding to community and developer concerns within the Pacoima, Sylmar, Sun Valley and Panorama City Communities.	\$2,000,000
East Valley	Pacoima / Panorama City	Response to Housing Opportunities	Affordable Housing	This program will provide funding for up to 280 units of very low, low and moderate income housing within the project area (including communities of Sylmar, Pacoima, Arleta, Sun Valley, Panorama City and North Hollywood).	\$22,503,500
East Valley	Pacoima / Panorama City	Rinaldi Sidewalk Construction Project	Public Improvement	Sidewalk construction on Rinaldi, underneath the 5 Freeway	\$100,000
East Valley	Pacoima / Panorama City	San Fernando Mission Boulevard Public Infrastructure Project	Public Improvement	Widening of San Fernando Mission Blvd, between 5 Freeway and Sepulveda.	\$900,000
East Valley	Pacoima / Panorama City	Sun Valley Public Infrastructure Project	Public Improvement	Installation of curbs, gutters, sidewalks and other related infrastructure improvements to enhance public safety and security within the Sun Valley Community.	\$5,000,000

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East Valley	Pacolma / Panorama City	Sylmar Streetscape	Public Improvement	Landscaped streetscape and median project located north of Hubbard Avenue to Polk Street and at the intersection of San Fernando Road and Truman Street within the Sylmar Business Improvement District (BID).	\$2,500,000
Eastside	Adelante Eastside	Boyle Heights Neighborhood City Hall	Public Improvement	Rehabilitation of Chicago Building in Boyle Heights to serve as neighborhood resource for city services.	\$2,000,000
Eastside	Adelante Eastside	S curve community recreation area	Public Improvement	Improvements to community recreation area.	\$1,000,000
Eastside	Adelante Eastside	1st Street Streetscape Project	Public Improvement	Streetscape beautification and pedestrian enhancements	\$3,200,000
Hollywood & Central	East Hollywood/Beverly-Normandie	Beverly/Normandie Streetscape	Public Improvement	Streetscape improvements	\$250,000
Hollywood & Central	East Hollywood/Beverly Normandie	Business Attraction/Retention	Commercial	Storefront Improvements	\$750,000
Hollywood & Central	East Hollywood/Beverly Normandie	Children's Hospital adjacent to 4650 Sunset Blvd.	Public Improvement	Bridge between parking structure and hospital; Installation of traffic signal at dangerous intersection; Parking Lot Seismic Retrofitting	\$2,250,000
Hollywood & Central	East Hollywood/Beverly Normandie	New Fire Station	Public Improvement	Site acquisition for development of new fire station at Hollywood Blvd. and Hillhurst Avenue	\$10,000,000
Hollywood & Central	Pico 1	Business Attraction/Retention	Commercial	Storefront Improvements	\$150,000
Hollywood & Central	Pico 2	Business Attraction/Retention	Commercial	Storefront Improvements	\$850,000
Hollywood & Central	Westlake	6th Street Improvements between Alvarado and Hillhurst	Public Improvement	Streetscape and facade improvements	\$1,500,000
Hollywood & Central	Westlake	Parkview Theatre Annex	Community Facility	Tenant improvements for conversion of commercial space into a theatre and classroom space on Alvarado Street.	\$750,000
Hollywood & Central	Pico Union 2	Washington Blvd. Streetscape Design	Public Improvement	Design Study for public improvements from I10 to	\$100,000
Hollywood & Central	Westlake	Central American Square	Public Improvement	Assist with the construction of the Central American Square at the corner of 8th and Valencia St. The project consists of installing benches, lighting, and other decorative elements	\$100,000

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Hollywood & Central	Westlake	MacArthur Park Metro Mixed Use Development - Phase B	Mixed Use	Development of 82 units of housing, 17,310 sq. ft. of retail space with 89 spaces of required residential parking, plus 100 commuter parking spaces and 42 retail parking spaces.	\$1,000,000
Hollywood & Central	Wilshire Center / Koreatown	Francis Avenue Community Garden	Public Improvement	Site improvements at existing community garden located on LADOT property at 2909 Francis Avenue	\$450,000
Hollywood & Central	Wilshire Center / Koreatown	Third and Manhattan Traffic Signal	Public Improvement	Design and installation of new traffic signal at 3rd and Manhattan	\$250,000
South Los Angeles	Broadway Manchester	Community Market Conversion Program	Commercial	Commercial Rehabilitation grants to owner-occupied convenience stores to improve the store and include refrigeration, with a requirement that the store provide fresh produce	\$75,000
South Los Angeles	Crenshaw Slauson	Community Market Conversion Program	Commercial	Commercial Rehabilitation grants to owner-occupied convenience stores to improve the store and include refrigeration, with a requirement that the store provide fresh produce	\$250,000
South Los Angeles	Vermont Manchester	Community Market Conversion Program	Commercial	Commercial Rehabilitation grants to owner-occupied convenience stores to improve the store and include refrigeration, with a requirement that the store provide fresh produce	\$200,000
South Los Angeles	Western Slauson	60th & Western	Industrial	A 2.7 acre vacant site. The CRA is currently in escrow to purchase the site. CRA/LA's goal is to attract industrial manufacturing businesses committed to job creation and development.	\$60,000
South Los Angeles	Western Slauson	Western Slauson Industrial Area Improvements	Industrial	77 acre industrial area. The CRA focus is on maintaining, supporting, growing, and attracting new manufacturing businesses to this area.	\$1,684,800
West Valley	Reseda/ Canoga Park	Covenant Retention Program	Affordable Housing	Provides identify units in project area with affordability covenants that can be preserved to sustain the availability of affordable housing in the region.	\$700,000

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West Valley	Reseda/ Canoga Park	Economic Cluster Analysis	Commercial	Analysis of the "long-term process of building a number of independent microeconomic capabilities and incentives to support more advanced forms of competition" as per the identified economic clusters in the West Valley region.	\$300,000
West Valley	Reseda/ Canoga Park	Economic Development Program	Commercial	The encouragement, support, and funding of comprehensive approaches to community and economic development that emphasizes local initiatives, private sector opportunities, and self sufficiency.	\$4,197,900
West Valley	Reseda/ Canoga Park	Façade Improvements Grants	Business Assistance	Façade Improvements through conditional grants for business tenants (Tier 1) and property owners (Tier 2). Program includes architectural services and a financial maintenance incentive during the term of the agreement.	\$3,035,000
West Valley	Reseda/ Canoga Park	Geysers House	Affordable Housing	One (1) six-bed group home for blind and developmentally disabled adults. Located at 8431 Geysers Avenue in Northridge; Sponsor/Developer - Therapeutic Living Centers for the Blind	\$520,000
West Valley	Reseda/ Canoga Park	Industrial Incentive Program	Industrial	Equipment loans for industrial manufacturers	\$500,000
West Valley	Reseda/ Canoga Park	Main Street Canoga Park	Business Assistance	Community Development Corporation formed to implement business, education, economic development and marketing. Boundaries are between DeSoto Ave & Shoup Ave. and between Gault St. & Wyandotte St.	\$138,500
West Valley	Reseda/ Canoga Park	Neighborhood Beautification Program	Affordable Housing	Provide a service to single family home owners and tenants to beautify their homes along highly visible corridors within the project area	\$500,000

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West Valley	Reseda/ Canoga Park	Public Infrastructure Program	Public Improvement	The West Valley Public Improvement Program includes, street repair, widening, realignment and replacement; and other pedestrian improvements such as sidewalks, curbs and gutters; installation of storm drains and sewers, undergrounding of utilities, etc. within the <u>Project Area</u>	\$5,530,000
West Valley	Reseda/ Canoga Park	Reseda Auto Dealership Site	Plans & Studies	Environmental Studies, Mixed use affordable housing and retail located at 6619 Reseda Blvd. in Reseda	\$1,000,000
West Valley	Reseda/ Canoga Park	Reseda Town Center	Commercial	Development Opportunity site where CRA/LA owns 2 parcels on the south side of Sherman Way between Etiwanda and Lindley Avenues.	\$2,500,000
West Valley	Reseda/ Canoga Park	Response to Housing Opportunities	Affordable Housing	The replacement and improvement of the community's supply of affordable housing including opportunities for very low, low and moderate income households, multiple family housing and areas with concentrated damage	\$14,634,300
West Valley	Reseda/ Canoga Park	Security Cameras	Community Facility	Installation of security cameras within the West Valley region	\$350,000
West Valley	Reseda/ Canoga Park	Tenant Improvement Program	Business Assistance	Provides financing assistance to businesses and property owners for interior improvements	\$1,000,000
West Valley	Reseda/ Canoga Park	West Valley Alleys- Canoga Park	Public Improvement	Construction of green alley and other public improvements in the Canoga Park Business District	\$500,000
West Valley	Reseda/ Canoga Park	Winnetka Streetscapes	Public Improvement	Street furniture, light pole painting, and other treatments to beautify the public right of way along Sherman Way between Corbin Ave. and DeSoto Ave. in Winnetka	\$315,000