



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

May 29, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 May 29, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

APPROVAL OF RENAMING OF THE CIVIC PARK TO GRAND PARK, AUTHORIZATION FOR MAINTENANCE, OPERATING, AND PROGRAMMING AGREEMENT, AND APPROPRIATION ADJUSTMENT (FIRST DISTRICT) (3 VOTES)

SUBJECT

Approval of the recommended actions and appropriation adjustment will authorize the renaming of the Civic Park as Grand Park and delegate to the Chief Executive Office the implementation of an agreement to authorize the Performing Arts Center of Los Angeles County to maintain, operate, and provide programming services for the Grand Park.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the name "Grand Park" for the newly redeveloped and expanded park that was formerly known as the Civic Park, part of the Grand Avenue Project – Phase I.
2. Delegate to the Chief Executive Office the authority to negotiate and execute a Maintenance, Operating, and Programming Agreement with the Performing Arts Center of Los Angeles County, a non-profit corporation, as the initial Grand Park operator.
3. Approve the appropriation adjustment to transfer \$1.5 million to the Grand Park Operating Budget, Services and Supplies, from Provisional Financing Uses to fund one-time start-up and initial operating costs.

"To Enrich Lives Through Effective And Caring Service"

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4. Authorize the Auditor-Controller and the Chief Executive Office to collect revenue from Starbucks, Bank of America, County-owned parking lots, rental events, and/or other concessionaires located at Grand Park and deposit it to the Grand Park Operating budget.
5. Authorize the Chief Executive Office to take any other actions consistent with and/or necessary for the implementation of the foregoing approvals.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In February 2010, as part of the Grand Avenue Project, your Board directed the Chief Executive Office (CEO) to negotiate with the Performing Arts Center of Los Angeles County (PACLAC) for the initial programming, operations, and maintenance of the Grand Park (Park). Approval of the recommended actions will detail the responsibilities of the County and PACLAC for the maintenance, operation, and programming of the County owned Park.

Background

In June 2010, your Board authorized the Grand Avenue Park Development, LLC to proceed with the implementation of the Civic Park Project (Project). The Project includes the demolition, redesign, re-engineering, and re-construction of the existing vehicular ramps off of Grand Avenue; restoration of the historic Arthur J. Will Memorial Fountain; creation of a new Olive Tree Courtyard; the relocation of the existing plaques, monuments, and flags to the new Flag Garden; and the creation of an event lawn in place of the surface parking lot, south of the Clara Foltz Criminal Justice Center.

The Park improvements have been designed to serve as an active, welcoming setting for daily activities, and to create a civic gathering place for community celebrations, cultural and ethnic celebrations, festivals, holiday events, and other similar gatherings.

In anticipation of completion of the Project's construction, which is scheduled for June 2012, and the Park's opening in Summer 2012, the CEO has been in negotiations with PACLAC to act as the initial operator of the Project with maintenance, operating, and programming responsibilities.

Proposed Agreement

The County and PACLAC are committed to an open, inclusive, welcoming, safe, and enjoyable Park for the benefit of all. There may be musical, theatrical, and educational programs in the Park, with the hope and expectation that the broad range of activities will reach out to, and emanate from, all communities of the County.

The maintenance, operating, and programming agreement (Agreement) will generally provide for PACLAC as the operator to perform the County's obligations to provide the following services: maintenance, housekeeping, security, public programming, supervision of all permitted uses, and the operations of the Park. These services are at the County's expense, subject to the approval of an annual County budget appropriation submitted during the County budget process. All utility bills will be paid directly by the County.

The Agreement outlines the County's oversight and approvals generally and as it relates to any concession, other subcontracts or subleases, prices, and rules and regulations governing the day-to-day operations and maintenance of the Project. The Park will be managed by the CEO, for the Board, as a County asset.

The County will pay to PACLAC the cost of any services under the Agreement performed by PACLAC employees, or third parties contracted to PACLAC, to perform the County's obligations as negotiated in the Agreement.

The Agreement with PACLAC will be for a three-year term. By July 2013, an independent 501(c)(3) will be established which will be ultimately responsible for public programming, operating policies and procedures, and fundraising to support Park programs on behalf of the County. Prior to the establishment of the 501(c)(3), the Agreement establishes the Grand Park Advisory Board (Advisory Board) to provide oversight and direction to the County on public programming and policies affecting Park programming and Park use, and solicit public comments and input on park programs and activities. The Advisory Board will consist of: one appointee from each County Supervisorial office; one from the relevant City Council district; and one from the CEO. It is anticipated that meetings with the Advisory Board will be scheduled at minimum quarterly, and be open to the public, subject to the Brown Act rules on open meetings.

Implementation of Strategic Plan Goals

These actions will support the County's Strategic Plan Goals of Operational Effectiveness (Goal 1) by investing in public infrastructure that will enhance activities which promote good health, social, and emotional well-being.

FISCAL IMPACT/FINANCING

The Fiscal Year (FY) 2011-12 Final Budget allocates \$1.5 million of net County cost to fund one-time start-up and initial operating costs budgeted in Provisional Financing Uses. The attached appropriation adjustment will transfer \$1.5 million to the Grand Park Operating Budget from Provisional Financing Uses to fund the initial associated costs.

The maintenance, operations, and an allocation for public programming for the first full FY 2012-13 is estimated to cost \$3.3 million and will be partially offset by revenue collected from concessions, parking, and facility rental and event fees of \$524,000. Net County cost will total approximately \$2.8 million for FY 2012-13 and is expected to decrease each year as event revenue increases, with an ultimate goal of budgetary self sufficiency in the future.

The initial annual revenue estimate of \$524,000, includes \$119,000 from Starbucks and Automated Teller Machines, \$305,000 from parking fees on weekends at County-owned parking lots; and \$100,000 from rental and event fees. It is anticipated that revenue will rise as the number of events increase and use of the Park expands. Revenue generated at the Park will be deposited to the Grand Park Operating budget (Fund A01, Organization Number 28200, Accounting Codes 8399, 8631, 9462, 8396).

FY 2012-13 will be the Park's initial year and the operations will be monitored monthly by CEO staff and PACLAC; and will be reported to the Advisory Board. Based on this monitoring of actual operational expenditures and revenue, the ongoing County obligation can be estimated and included as part of the County Budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized by the provisions of Government Code Section 26227 to contract with a non-profit corporation to operate programs to meet the social needs of the County which the Board of Supervisors determines to be in the best interest of the County and the general public.

The Honorable Board of Supervisors
May 29, 2012
Page 5

The term of the Agreement will be for an initial period of three years.

The CEO recommends your Board to delegate the authority to finalize negotiations and execute an Agreement based on the negotiated items identified and described in this Board letter, in cooperation with County Counsel.

ENVIRONMENTAL DOCUMENTATION

On February 13, 2007, acting as a Responsible Agency, your Board certified the Grand Avenue Project Environmental Impact Report (EIR), as prepared and certified by the Grand Avenue Authority, as the lead agency for the Grand Avenue Project. The recommended action is within the scope of the Grand Avenue Project in the previously certified EIR.

CONCLUSION

Please return one adopted copy of this Board letter to the Chief Executive Office, Capital Projects Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:DJT
DKM:CF:mc

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Performing Arts Center of Los Angeles County

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. [060]

DEPARTMENT OF CHIEF EXECUTIVE OFFICE

May 29, 2012

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2011-12

3 - VOTES

SOURCES

Provisional Financing Uses
A01-CB-2000-13749-13760
Services and Supplies
Decrease Appropriation

USES

Grand Park
A01-CB-2000-28200
Services and Supplies
Increase Appropriation

SOURCES TOTAL: \$ 1,500,000

USES TOTAL: \$ 1,500,000


JUSTIFICATION

Reflects one-time start-up funding associated with the new Grand Park.

ADOPTED

BOARD OF SUPERVISORS

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)


 AUTHORIZED SIGNATURE EVORK SIMDJIAN

24

MAY 29 2012


 SACHI A. HAMAI
 EXECUTIVE OFFICER

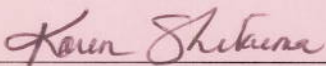
 REFERRED TO THE CHIEF
 EXECUTIVE OFFICER FOR ---

☒ ACTION

☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY



B.A. NO. 158

May 2 20 12

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY



May 2 20 12

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

GRAND PARK MAINTENANCE, OPERATING, AND PROGRAMMING AGREEMENT

BETWEEN

COUNTY OF LOS ANGELES

AND

PERFORMING ARTS CENTER OF LOS ANGELES COUNTY

DATED June 26, 2012

AO-12-088

GRAND PARK MAINTENANCE, OPERATING AND PROGRAMMING AGREEMENT

This GRAND PARK MAINTENANCE, OPERATING AND PROGRAMMING AGREEMENT ("AGREEMENT") effective as of the 26th of June 2012, is made and entered into by and between the COUNTY OF LOS ANGELES ("COUNTY") and PERFORMING ARTS CENTER OF LOS ANGELES COUNTY ("PACLAC"), a non-profit corporation organized under the laws of the State of California with reference to the following recitals:

RECITALS

WHEREAS, the County is the owner of the Grand Park, more particularly described in Exhibit 1 hereto and incorporated herein by this reference, located south of the County Hall of Administration, County Hall of Records, and Clara Shortridge Foltz Criminal Justice Center, east of Grand Avenue, north of Stanley Mosk Superior Courthouse, County Law Library, and State of California owned parcel located on First Street bounded by Spring Street and Broadway, west of Spring Street, in the City of Los Angeles, County of Los Angeles, State of California.

WHEREAS, pursuant to California Government Code Section 26227, the County may contract with a nonprofit corporation to operate programs to meet the social needs of the County which the Board of Supervisors determines to be in the best interest of the County and the general public.

WHEREAS, Grand Park improvements have been designed and built as part of the Grand Avenue Project approved by the Grand Avenue Joint Powers Authority and its members, the County and the CRA/LA, a Designated Local Authority and the legal successor agency to the original member agency, the Community Redevelopment Agency of the City of Los Angeles. Grand Park has been designed and constructed to be an expanded and improved destination urban park essential to the revitalization of Grand Avenue and the phased redevelopment of the Grand Avenue Project development parcels owned by the County and the CRA/LA.

WHEREAS, Grand Park improvements have been designed to create a civic gathering place which will revitalize, expand upon and activate the existing Los Angeles County Mall by developing it into a civic park stretching from the Music Center to City Hall. The new Grand Park will be operated to serve as an active, welcoming setting for daily activities as well as a gathering place for events such as community celebrations, cultural and ethnic celebrations, and festivals.

WHEREAS, the Board of Supervisors approved agreements related to development of Grand Park as part of the Grand Avenue Project on February 16, 2010 and further directed the Chief Executive Officer to negotiate with the Performing Arts Center of Los Angeles County for the programming, operations and maintenance of Grand Park and to return to the Board of Supervisors with an operating agreement for approval prior to the completion of the development of the Grand Park project;

WHEREAS, the Board of Supervisors delegated to the Chief Executive Office the authority to negotiate and execute a Maintenance, Operating, and Programming Agreement with the Performing Arts Center of Los Angeles County on May 29, 2012 and authorized the Chief Executive Office to take any other actions consistent with and/or necessary for the implementation of the foregoing approvals;

NOW, THEREFORE, in consideration of the above recitals and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Services to Be Performed by PACLAC.

Subject to the terms of this Agreement, PACLAC shall provide, or cause others to provide, the following services to Grand Park, as defined below: (i) maintenance of Grand Park, other than completion services for such portions of construction or punch list items; (ii) housekeeping for Grand Park; (iii) security for Grand Park including the control of access to, and the perimeter of, Grand Park (iv) public programming and the publicity, promotions and marketing of events, and/or the supervision of third party programming and marketing for activities and programming for Grand Park to appeal to a broad spectrum of County residents and visitors and to implement the Grand Park objectives of creating an active and welcoming setting for multiple activities and events; (v) operation of Grand Park; (vi) programming for the opening/dedication of Grand Park in cooperation with County (vii) solicitation of public event funding, and (viii) augmentation of funding from private sector and /or public sources to support public events in Grand Park, (ix) reports and presentations to Grand Park Advisory Committee described herein in support of the Advisory Board's role described herein; (x) PACLAC shall provide appropriate staffing directly and through contractors to accomplish its services hereunder, including but not limited to the hiring of a full-time General Manager/Director for Grand Park.

For purposes of this Agreement, the term "Grand Park" shall include any and all buildings, structures and other improvements which may be erected on or affixed to the Grand Park, including without limitation the following components thereof: (i) all landscaping, vegetation, hardscape and softscape and pedestrian plazas, restrooms, fountains and water features, art works and flag poles, signage, lighting fixtures, furniture, monuments and memorial features which are or may be later located upon Grand Park; (ii) all fixtures, appliances, machinery, operating equipment and apparatus which are at any time affixed or attached to the Grand Park.

PACLAC shall provide security services based upon the same scope of work and quality controls as it provides for those services at the Music Center, with security services augmented as approved in the annual budget process for Grand Park.

In the event that PACLAC contracts for the provision of services hereunder, PACLAC shall solicit competitive proposals and select contractors in accordance with standards and procedures acceptable to the County.

Section 2. Scope of Maintenance Obligations.

PACLAC shall not be responsible for maintenance, operation or other services related to the interior of the premises occupied and operated by Starbucks or any other third party concessions within Grand Park or the interior of structures operated by the County, such as the interior of garage-levels access elevator shafts, escalators and stairwells, except that PACLAC shall be responsible for both interior and exterior maintenance of the park restrooms, including the restroom adjacent to Starbucks, and the park-level access elevator adjacent to Grand Avenue which does not access the garage levels. The interiors, where applicable, and exteriors of all structures and features on the premises are to be maintained by PACLAC including but not limited to plazas, restrooms, fountains and water features, statues, artwork and flag poles, signage, audio, and lighting fixtures, monuments, plaques and memorial features, benches and other seating, tables, and refuse disposal and re-cycling containers. The intent of these provisions is to require PACLAC maintenance and operations of Grand Park at every location and in every instance not specifically reserved to the County by this Agreement. Any specific questions on the application of this requirement will be determined by consultation with the County Chief Executive Officer (CEO).

PACLAC shall maintain the Grand Park in a manner satisfactory to County. Without limiting the foregoing, PACLAC shall keep Grand Park in reasonably clean condition and the facilities and features therein shall be maintained in a condition which will allow the continued use of Grand Park for the purposes for which it is intended and will be kept in a condition satisfactory to the County.

Notwithstanding any provision of this Agreement to the contrary, PACLAC shall not be responsible for non-routine maintenance of Grand Park. For purposes of this Agreement, non-routine maintenance means any item of maintenance which is not generally required to be performed more than once every five years, or any necessary or desirable capital improvement. Non-routine maintenance and capital improvements may be performed by the County or on behalf of the County by third parties.

Section 3. Park Programming and Programming Rent.

(a) PACLAC shall schedule programs and events to appeal to a broad spectrum of Grand Park visitors. Grand Park will be operated to include both formally scheduled active and passive uses which attract visitors for a scheduled event, display or performance and informal, unscheduled active and passive uses including but not limited to walking, jogging, reading and informal picnicking. Park programming shall include a variety of seasonal, cultural, entertainment and year round events to activate the Grand Park. Programming shall be provided so that various events will be free with broad public appeal.

(b) In connection with the programs and events not included in the Park Budget that are produced or presented by PACLAC or its permitted licensees, rent (the "Programming Rent") shall be paid as follows:

(i) if such programs and events are produced and presented by PACLAC, PACLAC shall account for the Programming Rent in a separate account ("the Public Program Account") managed by PACLAC.

(ii) if such programs and events are produced and presented by a permitted licensee of PACLAC ("the Programming Licensee"), such Programming Licensee shall pay the Programming Rent to PACLAC and said rent shall be accounted for in the Public Program Account.

(iii) PACLAC and County agree that all Programming Rent accounted for in the Public Program Account will be applied to the County's budgeted amounts for rental income in the Grand Park Budget ("the Rental Income Budget Amount"). Once the Rental Income Budget Amount, which is a minimum revenue amount, has been satisfied in full, the remaining Programming Rent accounted for in the Public Program Account shall be used to fund additional free programming within the Grand Park. Should the minimum revenue amount not be achieved, the County and PACLAC will make necessary adjustments to remain within the approved budget.

(iv) There may be a limited number of private events that generate revenue to support Grand Park programming and operations.

(c) Programming Rent Schedule: County through its CEO will establish an annual Programming Rent Schedule based on fair rental value in consultation with PACLAC and other entities in its sole discretion.

Section 4. Grand Park Advisory Board and Grand Park Non Profit Board.

The parties agree that the programming and activation of Grand Park must be the focus of a unique group with relevant expertise. The Grand Park Advisory Board (Advisory Board) is established as the initial group to provide oversight and direction to the County on public programming and policies affecting Grand Park programming and use and to solicit public comments and input on Grand Park programs and activities.

It is anticipated by the parties that the initial Advisory Board will be replaced when the County separately acts to assign some of its obligations under this Agreement to a new independent not for profit entity. The parties anticipate that such a transition to a new independent not for profit entity will occur during the term of this Agreement , but no earlier than July, 2013.

The Advisory Board will report on its review and public input on the Grand Park programming and activities to the County annually in the Budget Process as described in this Agreement.

The Advisory Board shall be established by appointment and shall have seven (7) voting members. Voting members of the Advisory Board shall be appointed as follows: Five appointees by the Board of Supervisors, one nominated by the Supervisor

of each District; one appointee by the City of Los Angeles Council District in which Grand Park is located; and one appointee by the County CEO. It is anticipated the meetings of the Advisory Board will be scheduled at minimum quarterly and be open to the public pursuant to the Brown Act. (Government Code Section 54950 et seq.).

A quorum of the Advisory Board is four voting members, and a minimum of four votes is required for Advisory Board action. Advisory Board members serve without compensation at the pleasure of its appointing authority, or until replacement of the Advisory Board, whichever is earlier.

The Advisory Board is required to schedule public meetings at least quarterly beginning in the fall of 2012, to review the opening quarter of Grand Park operations ending approximately in September 2012, and successive quarters thereafter, and to discuss park programming, activities and attendance, and to invite public comments and input on those matters based upon reports for those meetings provided by PACLAC. PACLAC is required to review the recommendations of the Advisory Board and report back to the County and Advisory Board.

The Advisory Board may comment upon PACLAC's annual programming direction, programming themes and proposed publicity and outreach to the community on the new park, and the minimum funding and budget submission from PACLAC before its final submission to the County in the budget process, submitted by PACLAC to the Advisory Board by December 31 of each year. The Advisory Board's annual review will be summarized for the CEO, the County Board of Supervisors and PACLAC in an annual letter which will be submitted to the CEO and Board of Supervisors by January 15 of each year as part of the Budget Process, beginning in January 2013, in which the review will be based on the available events of FY 12-13 and any plans for the following years.

The first annual programming period is anticipated to begin in the summer of 2012 with the dedication programming for the Grand Park which programming and dedication will be provided by County in coordination with PACLAC.

Section 5. Coordination Required.

PACLAC will coordinate Grand Park events and operation with the County, and Starbucks, and any other third party concession operated restaurant or café or other County concession or contractor approved to operate within the Civic Park premises. PACLAC has the non-exclusive right, subject to prior County CEO coordination pursuant to this Agreement, to offer first class quality coffee and food concession services as part of its activities and operations at the Grand Park, except to the extent that Starbuck's has exclusive rights during the term of its concession agreement in specified areas of Grand Park, and except as the County may in the future grant exclusive rights to any of its concessionaires with rights to some or all of the Grand Park services. PACLAC acknowledges that County has provided PACLAC with a copy of the

Amended and Restated Concession Agreement By and Between County and Starbuck's Corporation approved in 2011.

Section 6. Parking Coordination.

PACLAC will coordinate the use of County garages for supplemental park parking with the County, and may have access, in the County's discretion for this purpose, to County Parking Lots Upper 18, and Lot 10 and, on a temporary basis, County Lot 17. PACLAC is expected to make use of other lots in the area, both public and private in planning for and operating Grand Park, and PACLAC shall include in all its public information on Grand Park visits and events, directions on using public transit access to Grand Park, including bus, rail and shuttle services.

Section 7. Naming Rights.

PACLAC is given no naming rights of or at Grand Park or any of its features or areas by this Agreement. These naming rights are retained exclusively by the County and may be exercised in the sole discretion of the County Board of Supervisors. Any revenue received for Grand Park naming rights shall be utilized in the County's discretion for the benefit of Grand Park operations or capital improvements.

Section 8. Payment for Services.

PACLAC shall provide the services set forth in this Agreement at the sole cost and expense of County in accordance with and not to exceed the amounts budgeted by the County for PACLAC for such purposes. Payment shall be made in accordance with procedures agreed to by the County's Chief Executive Officer and PACLAC. PACLAC shall retain and upon request provide copies of invoices and records pertaining to such costs for such services. Unless otherwise mutually agreed, County shall advance to PACLAC, fifty percent of the amount budgeted for this purpose on or before July 1 and December 1 of each fiscal year. PACLAC will provide County with such documentation to support the payment of such costs as described in the Budget Process provisions herein and as requested by County at the time County considers PACLAC's Budget Proposal for the immediately ensuing fiscal year.

Section 9. Budget Process

Unless otherwise instructed by County, PACLAC shall operate the Grand Park on the basis of a July 1 to June 30 fiscal year. Beginning with January, 2012, on or before January 30 of each fiscal year during the term of this Agreement, PACLAC will provide a written estimate of the funds required during the ensuing fiscal year for PACLAC to provide the services required by this Agreement (Budget Proposal). The Budget Proposal shall include line item expenditures by service type, vendor name and amount requested.

On or before March 15 of each such year, the County's CEO shall advise PACLAC whether that Budget Proposal, or portion thereof, as mutually agreed with the CEO, will be included in the County Budget for the ensuing fiscal year. On or before June 30 of each such year, the County's CEO shall advise PACLAC of the amount actually funded. During any fiscal year, PACLAC shall not expend any amount, or incur any obligation in connection with its services under this Agreement in excess of the total expenditures provided for in the budget adopted for that purpose by the County for such fiscal year without the express prior written approval of the County.

(a) PACLAC budget reports. Further, by September 30 of each Fiscal Year during the term of this Agreement, PACLAC will provide a report to the County CEO of the prior fiscal year's budget and programming costs. The report shall include line item expenditures by service type, vendor name, amount budgeted and amount expended. By May 1 of each fiscal year, PACLAC will provide a report previewing the programming plans and costs for the upcoming year.

For the partial Fiscal Year beginning with the effective date of this Agreement and ending June 30, 2012, the partial year budget will be established and approved by County with the cooperation of PACLAC.

(b) Insufficient Funds. In the event the County does not include PACLAC's budget, as mutually agreed with the CEO, in the County budget for any fiscal year during the term of this Agreement, PACLAC will use its best efforts to perform its required services for the Grand Park in accordance with the standards set out in this Agreement using the amount of funds allocated in the County budget for that purpose. If despite its best efforts PACLAC is not able to meet those standards during any year because of the insufficient funding by the County, PACLAC shall not be deemed to be in default of its obligations to maintain and operate Grand Park to those standards. PACLAC's best efforts are required to include consultation with County staff and the Advisory Board to minimize adverse impacts on Grand Park infrastructure and public use from any such insufficiency of funds.

(c) Non Appropriation of Funds: Notwithstanding any provision of this Agreement to the contrary, if the County Board of Supervisors fails to appropriate funds to pay for the provision of any services or the provision of one or more particular services to be rendered by PACLAC under this Agreement, then PACLAC will have no further obligation hereunder to provide or to contract for provision of such services until such time as funds may be appropriated for such purpose by the County Board of Supervisors.

Section 10. General Standards of Operation and Maintenance.

During the term of this Agreement, and subject to the County's controls and law, and other limitations set forth herein, PACLAC shall comply with the following separate, distinct and cumulative standards in the operation and maintenance of Grand Park:

(a) Punctual Payment. Subject to the County's payment obligations provided herein, PACLAC shall duly and punctually pay or cause to be paid all of the obligations it incurs in connection with the operation, maintenance and repair of Grand Park in strict conformity herewith.

(b) Discharge Claims: Impositions. Subject to the County's payment obligations provided herein, PACLAC shall discharge or provide for the discharge of all claims which it has authorized or incurred for labor, materials, and supplies furnished for or in connection with Grand Park.

(c) Compliance with Laws and Legal Requirements. PACLAC shall operate and maintain Grand Park in conformance with and abiding by all municipal and County ordinances, and all state and federal laws and regulations insofar as any of them are applicable, as well as the requirements of the applicable mitigation measures and conditions of approval for the park from the Grand Avenue Project environmental review process as set out in Exhibit 2, and where permits and/or licenses are required for the services required by this Agreement to be performed or caused to be performed by PACLAC, the same must be first obtained from the regulatory agency having jurisdiction there over. The County shall cooperate with PACLAC to identify and obtain any such necessary approvals with all Legal Requirements as defined herein applicable to Grand Park and shall require all of its agents, employees, contractors, subleases, licensees and concessionaires if any, using or providing services to, for or in Grand Park to conform to and comply with such legal requirements.

(d) Non-discrimination. PACLAC herein covenants for itself its successors and assigns and all persons claiming through them that this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, age, physical handicap, medical condition, sex, marital status, sexual preference, gender expression, gender identity, national origin or ancestry in the maintenance, operation and programming of Grand Park, nor shall PACLAC itself or any person claiming under or through it establish or permit such practice of discrimination or segregation with respect to the selection, location, number use or occupancy of vendees, concessionaires, permittees on the Grand Park. PACLAC agrees to include in any sub-agreement or other contract it enters with respect to the Grand Park a covenant to the same effect as this PACLAC covenant.

(e) Operation. PACLAC shall operate and maintain Grand Park efficiently and economically and County and PACLAC shall cooperate to that end.

(f) Salaries. All salaries, fees, wages and compensation paid by PACLAC in connection with their services to be provided for Grand Park pursuant to this Agreement shall be reasonable, and no more persons shall be employed or contracted for than are necessary. A breakdown of such salaries wages and compensation will be included in each Budget Proposal submitted to County as provided for herein.

(g) Enforcement of Rules. PACLAC also shall enforce the rules and regulations which shall be established as provided herein governing the maintenance and operation of the Grand Park.

Section 11. County Controls.

PACLAC'S performance of this Agreement shall be subject to the following separate, distinct and cumulative controls throughout the term of this Agreement:

(a) Contracts. including Concession Approval: any contract or subcontract for any concession or other service on behalf of PACLAC, not approved in the annual PACLAC budget, and having an express or actual term of one or more years shall be submitted to the County for review no fewer than 45 days prior to the intended execution. In the event County fails to approve the contract and objects to the proposed contract, PACLAC will resubmit an amended contract for review and approval. No such contract, subcontract for any service or concession will be valid unless approved by County as provided herein. Each contract will permit assignment from PACLAC to the County with the County's prior written consent unless this requirement is waived by the County. No contract with a contractor who is debarred by the County may be approved for services under this Agreement during the period of the contractor's debarment by County or any other public agency.

(b) Prices PACLAC shall compile and maintain a schedule ("Price Schedule") of minimum and maximum prices to be charged to the public including for food, beverage and other services, but not including admission to performances. The Price Schedule and any amendments is subject to prior County review and approval.

(c) Rules and Regulations. PACLAC shall compile a schedule of reasonable rules and regulations governing the day to day operation and maintenance of Grand Park, and including any appropriate rules for special events, consistent with all applicable legal requirements, which it shall file with the County for its review and approval. In the event the County objects to the rules and regulations, PACLAC will revise them and resubmit. No Rules and Regulations, or any changes to Rules and Regulations will be implemented without County approval.

(d) Quality Assurance. Goods and services to the public with goods, services and merchandise of quality comparable to the Music Center is of prime concern to the County. Therefore PACLAC agrees to operate and maintain Grand Park in a manner comparable to the Music Center. For any food or beverage services, PACLAC will ensure that the service is maintained at an "A" or otherwise highest applicable rating from the County Health Department or any other appropriate regulatory agency.

Section 12. Utilities.

As provided herein, the County will pay or cause to be paid when due all service charges for gas, water, sewer, electricity, heat, power and all other utilities or services

used rendered or supplied to , upon, or in connection with Grand Park except for telephone, television, internet, or other communication services. These excluded costs shall be included by PACLAC in the annual Budget Proposal submitted to the County.

Section 13. Records and Accounts/Records Retention.

PACLAC shall keep proper books of records and accounts in which complete and correct entries shall be made of all transactions relating to the services provided by PACLAC in connection with Grand Park. These books and records shall be available at all reasonable times for inspection by the County and shall be audited at such times and in such manner as County shall determine. Records required by this Agreement are to be kept and may be audited for a minimum of five years.

Section 14. Section not used.

Section 15. Facility Users' Fee and Fund.

PACLAC shall collect a facility user's fee of five percent (5%) for each for profit performance at the Grand Park for any such performance for which the minimum ticket price is \$20 or more. Beginning with FY 14-15 the percentage facility users' fee and its application shall be reviewed and may be adjusted as part of the annual Budget Process. PACLAC shall collect and deposit into a separate interest bearing account and hold the funds in trust for the County. PACLAC shall use the Facility Fee Fund in accordance with County's written direction to cover the cost of performing certain of the County's obligations under this Agreement that have been contracted to be performed by PACLAC, and or for transfer to the County for capital improvements to Grand Park.

Section 16. Payment of Taxes.

Permits and Licenses. PACLAC shall pay all taxes and impositions of whatever character may be levied or charged on PACLAC's equipment or other property on Grand Park or upon PACLAC's operations under this Agreement, including, without limitation any amusement, excise or sales tax or other tax however computed. PACLAC shall also obtain and pay for all other licenses or permits necessary or required by law for the conduct of its operations under this Agreement.

Section 17. Access and Restrictions.

PACLAC may grant access to the portions of Grand Park for which it is performing services under this Agreement to its employees, agents, consultants and contractors. It is understood and agreed that PACLAC may re-key certain areas of Grand Park and restrict access to third parties in accordance with its customary practice and applicable regulations for facilities for which PACLAC has maintenance and security responsibilities. At all times the County's CEO must have access to the Grand Park and its facilities.

Section 18. Indemnity and Insurance.

(a) Indemnity. PACLAC agrees to indemnify, defend and save harmless the County, its agents, officers and employees, from and against any and all liability expense, costs and claims for damages of any nature whatsoever, including but not limited to defense costs, legal fees, claims for bodily injury, death, personal injury, property damage, or workers' compensation suits, liability or expense, arising from or connected with (or alleged to arise from) PACLAC's operations or its services hereunder, except for any liability, expense, cost or claim for damages arising from the gross negligence or willful misconduct of the County. PACLAC's duty to indemnify County shall survive the expiration or other termination of this Agreement.

County agrees to indemnify, defend and save harmless PACLAC, its agents, officers and employees, from and against any and all liability expense, costs and claims for damages of any nature whatsoever, including but not limited to defense costs, legal fees, claims for bodily injury, death, personal injury, property damage or workers' compensation suits, liability or expense, arising from or connected with (or alleged to arise from) County's operations or its services hereunder, except for any liability, expense, cost or claim for damages arising from the gross negligence or willful misconduct of PACLAC. County's duty to indemnify PACLAC shall survive the expiration or other termination of this agreement.

(b) General Insurance Requirements. Without limiting PACLAC's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, PACLAC shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Required Insurance of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other obligation imposed upon PACLAC pursuant to this Agreement, but nothing in this Agreement prevents PACLAC from including this cost in its annual budget submission to the County. The County in no way warrants that the Required Insurance is sufficient to protect the PACLAC for liabilities which may arise from or relate to this Agreement.

(c) Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the PACLAC's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement. Renewal Certificates shall be provided to County not less than 10 days prior to PACLAC's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as PACLAC in this Agreement.

Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by PACLAC, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Chief Executive Office
754 Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Capital Projects
Facsimile Number (213) 687-7827

(d) PACLAC also shall promptly report to County any injury or property damage accident or incident, including any injury to a PACLAC employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to PACLAC. PACLAC also shall promptly notify County of any third party claim or suit filed against PACLAC or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against PACLAC and/or County.

(e) Cancellation of or Changes in Insurance: PACLAC shall provide County with, or PACLAC's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

(f) Failure to Maintain Insurance: PACLAC's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to PACLAC, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from PACLAC resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to PACLAC, deduct the premium cost from sums due to PACLAC or pursue PACLAC reimbursement.

(g) Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

(h) PACLAC's Insurance Shall Be Primary: PACLAC's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to PACLAC. Any County maintained insurance or self-insurance coverage shall not contribute to any PACLAC coverage.

(i) Waivers of Subrogation: To the fullest extent permitted by law, the PACLAC hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The PACLAC shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(j) Sub-Contractor Insurance Coverage Requirements: PACLAC shall include all Sub-Contractors as insureds under PACLAC's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. PACLAC shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and PACLAC as additional insureds on the Sub-Contractor's General Liability policy. PACLAC shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

(k) Deductibles and Self-Insured Retentions (SIRs): PACLAC's policies shall not obligate the County to pay any portion of any PACLAC deductible or SIR. The County retains the right to require PACLAC to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing PACLAC's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(l) Application of Excess Liability Coverage: PACLACs may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

(m) Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

(n) Alternative Risk Financing Programs: The County reserves the right to review, and then approve, PACLAC use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

(o) County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

Required Insurance

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$4 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If PACLAC will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law

D. Property Coverage: PACLAC shall carry coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on PACLAC's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

Section 19. Term and Termination.

(a) Term Except as otherwise provided herein, the term of this Agreement shall be three years with one two -year option. The term shall commence on the date of its execution by the parties and shall expire three (3) years after the date of execution, unless sooner terminated pursuant to this Section, or unless the option is exercised.

The option may be exercised by the County provided that at least one fiscal year notice is given to PACLAC, unless the parties agree that less notice is sufficient, and provided that PACLAC agrees within the same time frame to extend the Agreement for the option period.

(b) Termination for Convenience. Except as otherwise provided herein, either party may terminate this Agreement for convenience, in whole or in part, upon no less than one fiscal year's prior written notice, unless the parties agree that less notice is sufficient.

After receipt of a notice of termination, and except as otherwise directed by the County, PACLAC shall stop work under the Agreement on the date and to the extent specified in the notice and complete performance of such part of the work , if any , as shall not have been terminated by such notice.

(c) Termination for Default. The County may terminate this Agreement at any time for cause (including but not limited to default by PACLAC hereunder) by giving a minimum sixty (60) days notice to PACLAC, unless a shorter time is mutually agreed upon. Events of default include but are not limited to PACLAC failure to perform or comply with terms and conditions required herein if such failure or noncompliance continues for a period of thirty (30) days after the date of written notice to cure the default is sent from the County, unless some other time is agreed upon by the parties .

(d) Upon termination or expiration of this Agreement, if requested by County, PACLAC further agrees to assign to County and/or to an entity designated by County, and to obtain the consent to such assignment of any subcontractor or concessionaire, of any contract with PACLAC for any services for Grand Park contracted by PACLAC and to otherwise cooperate to facilitate a smooth transition of services.

Section 20. Jurisdiction.

Grand Park is a County owned park determined by the Board of Supervisors to be operated pursuant to this Agreement and applicable law, including County ordinances, by the County's Chief Executive Officer and not by the County Director of Parks and Recreation.

Section 21. Days and Hours of Operation.

The Grand Park may be operated between the hours determined by the County CEO and pursuant to the County Code, which may include modified hours for special events and programming, or for other reasons related to the maintenance and operations of Grand Park.

Section 22. Publicity Promotions and Marketing.

PACLAC will provide as part of its Budget Proposal plans for appropriate marketing, promotions and publicity for Grand Park and its events, activities and programming to activate the park, including but not limited to development and maintenance of a dedicated website for the Grand Park activities, events and programming.

Section 23. Operating Memoranda.

It is recognized that the operation, maintenance, programming and fund raising for Grand Park will require a close degree of cooperation between PACLAC and County. It is further realized that experience will demonstrate changes that will be required in the methods of accomplishing these purposes and a certain degree of flexibility will be required; and that it is to preserve such flexibility that certain items have been covered in this Agreement in general terms only with the understanding that details may be set forth in operating memoranda to be entered into from time to time between PACLAC and the County to supplement this Agreement. Each operating memorandum shall be approved in writing by the authorized representatives of PACLAC and County and shall become a part hereof and may be changed and amended from time to time.

Section 24. Filming.

All requests for filming at the Grand Park will be administered by PACLAC consistent with the procedures for photo shoots and filming at the Music Center, except that all fees for filming and photo shoots will be deposited in the Public Program Account defined in Section 3 of this Agreement for use at Grand Park for public programming and activities.

Section 25. Condition of the Property.

PACLAC shall accept Grand Park, including its improvements, in its "as is" condition as of the effective date hereof. As of the effective date hereof, neither PACLAC nor County has any actual knowledge of any soil condition or subsurface fault or the presence of any hazardous materials at, upon, under or within the Grand Park (except that of an underground storage tank, and existing transite and asbestos covered pipes).

Section 26. Environmental Conditions Compliance.

Applicable mitigation measures, regulatory measures and conditions of approval from the Final Environmental Impact Report and Addendum for the Grand Avenue Project apply to the Grand Park and its operation. These requirements applicable to the Grand Park portion of the Grand Avenue Project are attached in Exhibit 2.

Section 27. Coordination with County Non-routine Maintenance and Capital Projects.

PACLAC shall be required to cooperate with County scheduled non-routine maintenance and any future capital projects at the Grand Park. County will give reasonable notice when feasible of such work and will minimize the impact on Grand Park use and programming to the extent reasonably practical to do so.

Section 28. County Right of Use/Programming.

County specifically reserves to itself the right to program and fund and provide for events at Grand Park in addition to the approved annual program from PACLAC and will coordinate those events with PACLAC.

Section 29. Event Broadcast Rights in multi media.

PACLAC may contract for and otherwise permit performances produced and/or presented by PACLAC or its permitted licensees at Grand Park to be broadcast by radio, cable or television, Internet, or any other means which may be used to transmit such performances for viewing and/or listening at other locations or to be filmed, taped, transcribed or otherwise recorded for such broadcasting and transmission. PACLAC accepts full liability for any such broadcast or recording and PACLAC agrees to indemnify, defend and save harmless County from any and all loss, claims, damage or expense arising from such broadcast or recording.

Section 30. Intellectual Property Rights.

The County hereby grants to PACLAC a non-exclusive, limited license to use the name "Grand Park" and any associated logos and derivative marks ("Marks") in connection with its performance of the duties specified herein. Any permitted use by PACLAC of the Marks shall be strictly in accordance with the standards established by the County, including for any established logo-type to be used in conjunction with the Marks, if any. Except as otherwise expressly provided herein, nothing in this Agreement is intended to convey to PACLAC any ownership rights, intellectual property rights or other rights in the Marks, and ownership of all such Marks shall remain the property of the County. PACLAC shall not grant the right to third parties to use the Marks, unless it has obtained prior written approval from the County.

PACLAC shall, prior to disseminating any generic Grand Park promotional or advertising materials using the Marks, provide the County with an opportunity to review the print copy and to reject any use of the Marks that does not meet its approval, provided that this approval may not be unreasonably withheld. County also reserves the right to refuse to allow for the dissemination of any promotional or advertising materials, or announcement or portion thereof, if County reasonably and in good faith determines that the same is of substandard technical quality or not in conformity with generally accepted standards of good taste in the community; provided, however, that in any such event, County shall give notice to PACLAC at the earliest possible time stating the reason for such refusal or interruption or cessation.

PACLAC further agrees that all materials, including any promotional or advertising materials prepared or developed by PACLAC and its agents under this Agreement, shall become the property of the County without restriction and limitation on their use and shall be made available upon request to County at any time. The County shall have the right to use, duplicate, modify or disseminate the materials, in whole or in part, in any manner whatsoever, and to have or permit others to do so. PACLAC shall agree to grant to the County and its Board, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, transmit, translate, reproduce, deliver, and use as they deem fit, any materials prepared in conjunction with the performance of this Agreement. To the extent these materials include copyrighted matter of any third party, no such matter may be used without the written permission of the copyright owner for PACLAC and the County to use such matter in the manner described herein.

PACLAC shall indemnify and hold County harmless from any liability or damages in connection with its use thereof of the Marks, and PACLAC hereby agrees to defend, indemnify and hold the County harmless from any and all loss, liability, claims, and demands, including all reasonable attorneys' fees and all costs arising out of its use of the Marks, or the character, contents or subject matter of any material prepared by or at the instruction of PACLAC in connection with this Agreement.

Section 31. Prohibition on Assignment/Transfers.

There may be no transfers or assignments of some or all of PACLAC's interest or obligations under this Agreement without the prior written approval of the County, which approval is in the County's sole discretion. Any such unapproved transfers or assignments are void.

Section 32. Maintenance of 501 (c)(3) status.

PACLAC hereby covenants that PACLAC will take all actions required to maintain its 501 (c)(3) status, and that PACLAC will not take any actions that would threaten PACLAC's status as a 501(c)(3) organization.

Section 33. Limitation on Liability.

No member, official, officer, director, agent, representative or employee of PACLAC or County shall be personally liable to any party in the event of any default or breach of this Agreement or for performance of any obligation or payment which shall become due or owing hereunder.

Section 34. Section not used.

Section 35. Delegation of Approvals and Consents.

Except as otherwise expressly provided herein, and except for the approval of any amendment modifying the Agreement term, or exercise of the option or discretionary termination of the Agreement itself, all approvals and consents of County required pursuant to this Agreement shall be valid if given or taken by the CEO or such other person as the CEO may designate on behalf of the County, and shall be deemed binding on the County and similarly, all approvals and consents of PACLAC required pursuant to this Agreement shall be valid if given or taken by the Executive Vice President/Chief Operating Officer, or such other person as the Executive Vice-President/Chief Operating Officer may designate on behalf of PACLAC and shall be deemed binding on PACLAC.

Section 36. Notices – County Approval.

Any notice, request, consent, or approval which either party hereto is required or permitted to give or cause to be given to the other shall be in writing and shall be delivered or addressed to such other party at the address set forth below or to such other address as that party may from time to time direct by notice given in the manner herein prescribed, and such notice, request, consent or approval shall be deemed to have been given or made which communicated by personal delivery or by independent courier service or by confirmed facsimile transmission, or if by mail then the earlier to occur of when actually received or on the third (3rd) business day after the deposit thereof in the United State Mail in Los Angeles County, California, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, requests, consents and approvals shall be addressed as follows:

If to County: County of Los Angeles
 713 Hall of Administration
 500 West Temple Street
 Los Angeles, California 90012
 Attention: Chief Executive Officer
 Facsimile Number (213) 687-7130

With a copy to: County of Los Angeles
648 Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: County Counsel
Facsimile Number: (213) 626-7337

If to PACLAC Performing Arts Center of Los Angeles County
135 North Grand Avenue
Los Angeles, California 90012
Attention: Executive Vice President/Chief Operating Officer
Facsimile Number: (213) 972-7323

Section 37. County Standard Terms and Conditions.

The standard terms and conditions in Exhibit 3 apply to this Agreement as if fully set out herein.

Section 38. Dispute Resolution.

(a) Delegates. In the event any dispute arises between PACLAC and County in connection with their respective obligations hereunder, the notifying party shall provide written notice to the other party of its intent to invoke this Section 37(a) to resolve the dispute and containing a brief statement of the issues concerning the dispute, a brief statement of that party's factual and legal contentions relating to the dispute and any amount claimed. Within ten (10) days after receipt of such written notice, each of County and PACLAC shall appoint two designated representatives (the "Delegates") knowledgeable in the area of the dispute to meet for the purpose of resolving the dispute. The Delegates will meet as soon as reasonably practicable after their appointment as Delegates and negotiations shall continue until the earliest of the date that (i) the dispute is resolved, (ii) either party notifies the other party that negotiations will not result in a mutually acceptable resolution and the dispute shall be submitted to mediation in accordance with clause (b) below or (iii) is forty-five (45) days after the date on which the Delegates first meet, or such time as the parties may otherwise agree.

(b) Mediation. In the event the dispute is not resolved under Section 37(a), the parties agree that the dispute shall be submitted to the Los Angeles, California Resolution Center of JAMS ("JAMS") for mediation by no later than fifteen (15) days after, the parties fail to reach a mutually acceptable resolution described in clause (a)(ii) above or, the end of the thirty (30) day period described in clause (a)(iii) above. The parties will cooperate with JAMS and one another in selecting a mediator from JAMS' panel of neutrals within fifteen (15) days after submission of the dispute to JAMS. If the parties are unable to reach a mutual agreement with respect to such mediator, then JAMS shall appoint a mediator who shall be a retired or former California Superior Court

or Federal court judge residing in the Los Angeles, California area. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The parties further agree that each party will bear its own attorneys' fees and costs for the mediation. If the parties fail to resolve such dispute by mediation within forty-five (45) days, or as otherwise agreed by the parties, after appointment of the mediator, either party may commence a civil action in the Los Angeles County Superior Court and if there is such an action, the prevailing party is entitled to its reasonable attorneys fees and costs, unless the parties agree otherwise.

(c) Courts. Notwithstanding any term or provision to the contrary contained in this Section 37, the parties have recourse at any time to the federal and state courts of California solely for the purpose of obtaining any interim equitable relief (including a preliminary injunction or temporary restraining order) as permitted by the laws of the State of California.

Section 38. General.

(a) Third Party Beneficiaries. Except to the extent expressly provided herein, there shall be no third party beneficiaries to any provisions of this Agreement.

(b) Governing Law and Venue. This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of California. PACLAC agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

(c) Integration. This Agreement contains all of the agreements of the County and PACLAC with respect to the transactions contemplated hereby and supersedes all prior agreements and all other understandings and negotiations, whether written or oral.

(d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to be one and the same agreement.

(e) Independent Contractor. PACLAC is expressly understood to be an independent contractor under this Agreement. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties or render either party liable in any manner for the debts or obligations of the other.

(f) No waiver. No failure by either party to insist upon strict performance of any term of this Agreement or to exercise any right, power or remedy upon a breach thereof, shall constitute a waiver of any such breach of any such term. No waiver of any breach shall affect or alter this Agreement which shall continue in full force and effect, or the respective rights of either party with respect to any other or subsequent breach.

(g) Financial Interest. No officer director or employee of PACLAC shall have any financial interest , direct or indirect, in any contract made by PACLAC with respect

to any of its service under this Agreement, unless otherwise approved in writing by County in County's sole discretion.

(h) Effective Date. This Grand Park Agreement is effective as of the date first written above and shall remain in effect until expiration or earlier termination as set out herein.

(i) Amendments. Notwithstanding Section 23 herein related to Operating Memoranda and Section 35 delegating certain consents, substantive modifications to the term, or dispute resolution provisions of this Agreement require prior mutual agreement of the parties acting through the Board of Supervisors and the Board of PACLAC and shall be incorporated in written amendments to the Agreement

IN WITNESS WHEREOF, PACLAC has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chief Executive Officer of said Board and attested by the Executive Officer- Clerk of the Board thereof, on the day and year first above written.

PERFORMING ARTS CENTER OF LOS ANGELES COUNTY,
a California non-profit public benefit corporation

By:



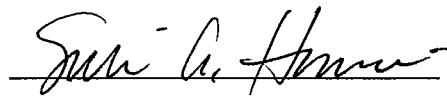
President/Chief Executive Officer

COUNTY OF LOS ANGELES



Chief Executive Officer

ATTEST:




Sachi Hamai
Executive Officer- Clerk of the Board of Supervisors

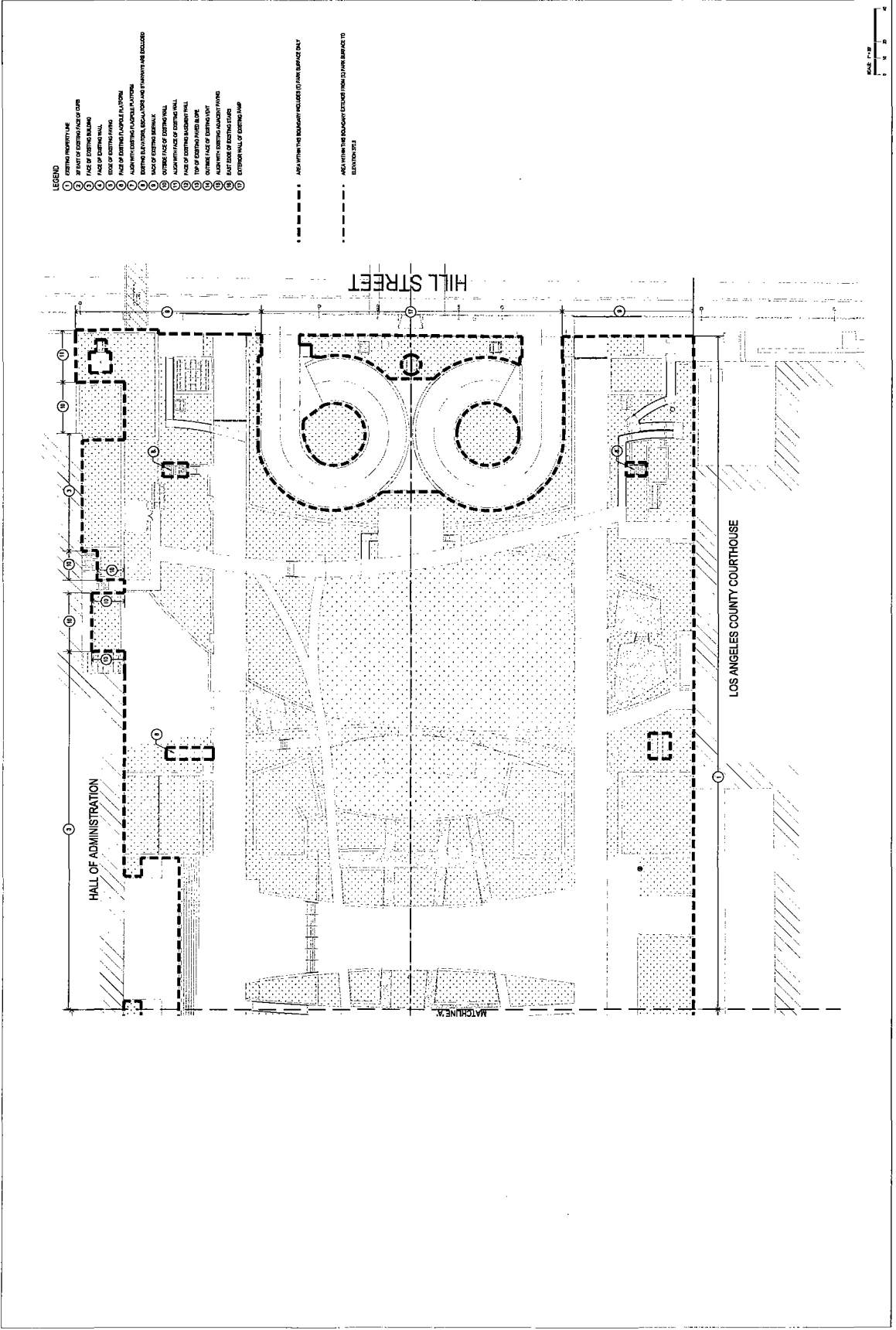
Sachi Hamai
Executive Officer- Clerk of the Board of Supervisors

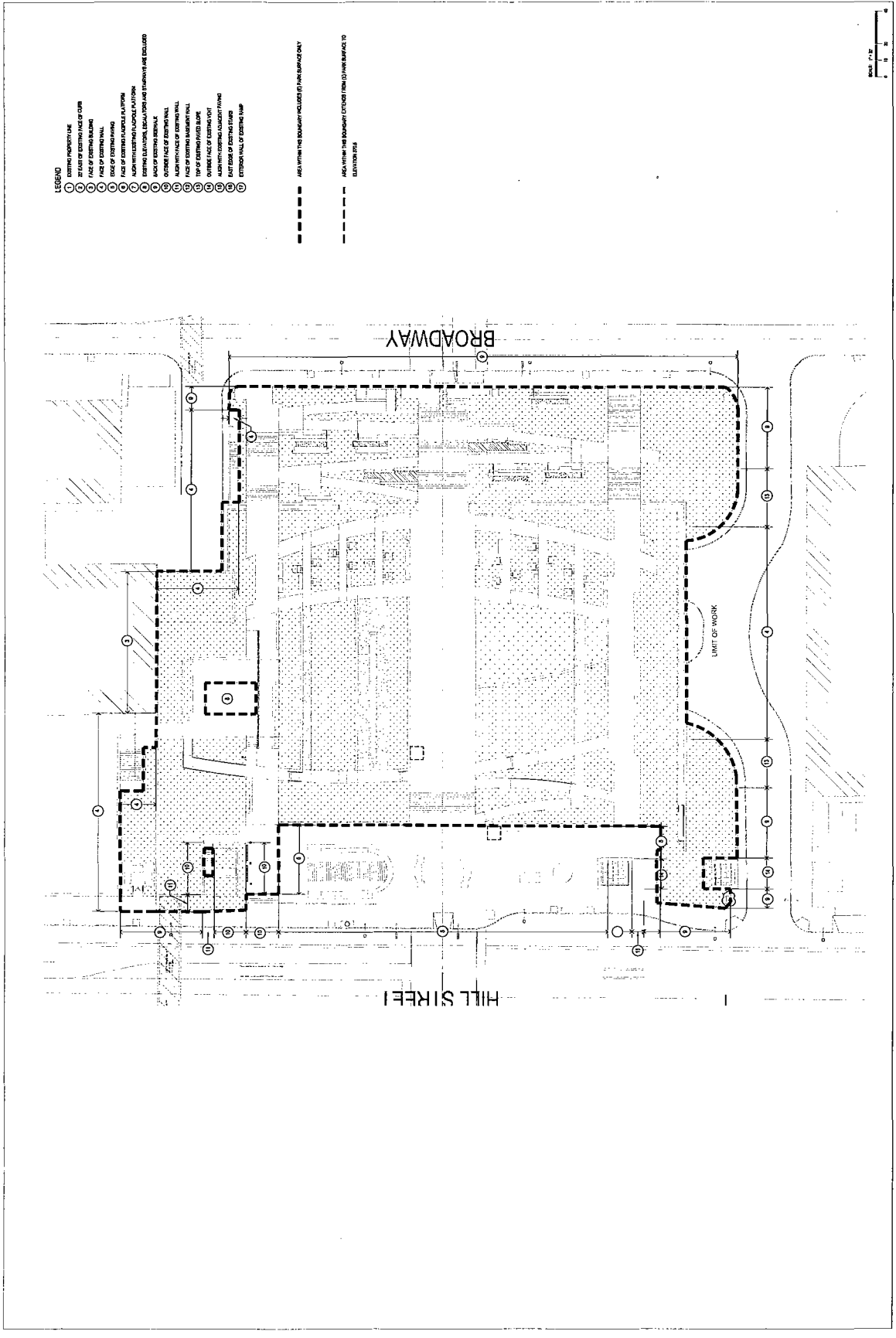
APPROVED AS TO FORM:

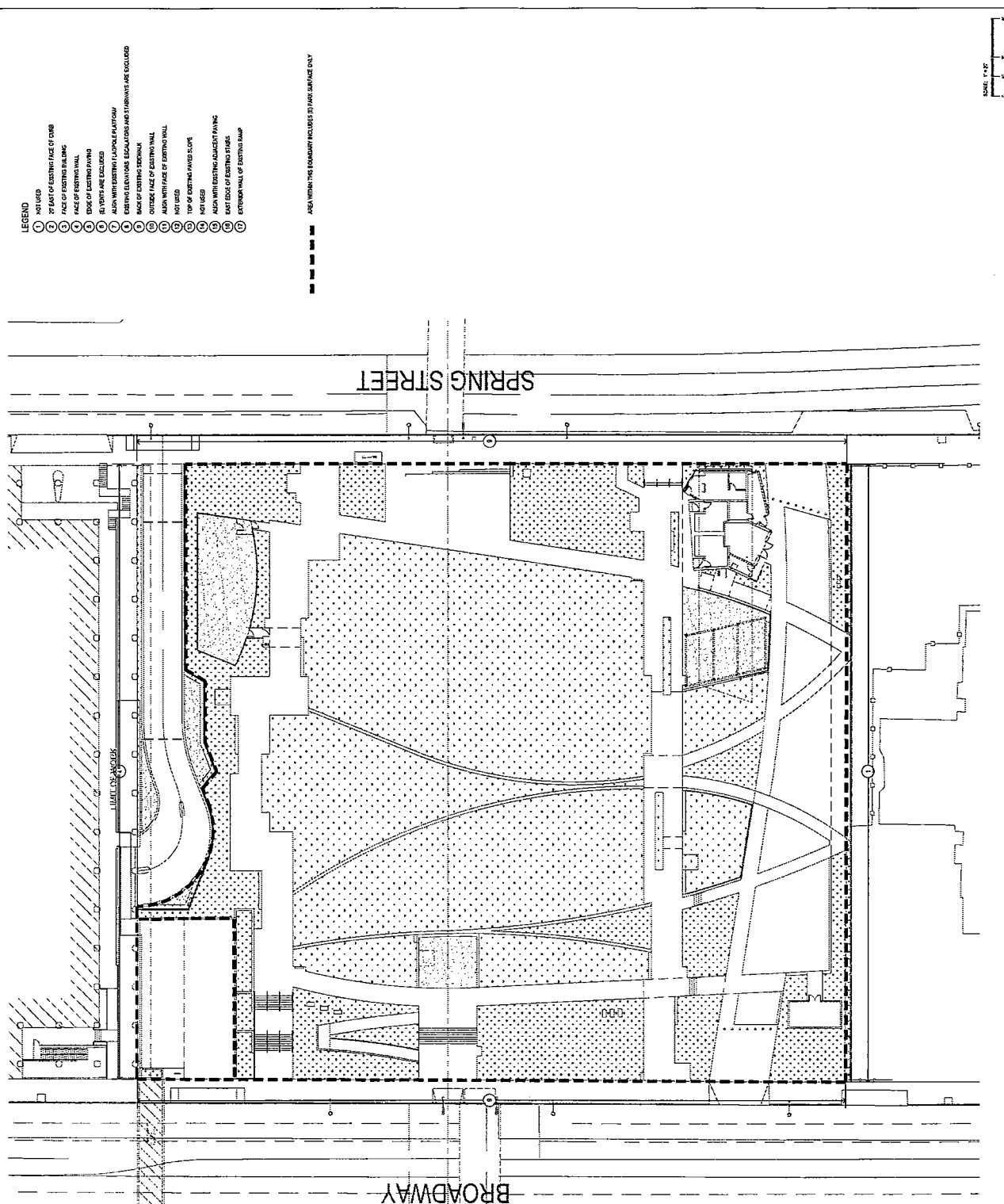
JOHN F. KRATTLI County Counsel

By 

HELEN S. PARKER
Principal Deputy County
Counsel







Non Profit Operating Agreement: Exhibit 3: County Additional Terms and Conditions

1. Assignment and Subcontracts

PACLAC may enter into subcontracts for performance of portions of this Agreement only upon receipt of prior written consent of the County. All appropriate provisions and requirements of this Agreement shall apply to the sub-agreement. PACLAC shall be held responsible by the County for performance of any sub-contractor.

2. Records Retention And Inspection

Within ten (10) calendar days of County representative's written request, PACLAC shall allow County access to financial and program records during regular business hours at any place PACLAC keeps those records.

3. Conflict of Interest

PACLAC covenants that neither the PACLAC nor any of its agents, officers, its employees, or sub-contractors who presently exercise any function of responsibility in connection with the program has personal interest, direct or indirect, in the Agreement, except to the extent he may receive compensation for his or her performance pursuant to this Agreement.

PACLAC, its agents, officers, employees, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

4. Fair Labor Standards

PACLAC agrees to indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court cost, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by PACLAC's employees for which the County may be found jointly or solely liable.

5. Citizenship

PACLAC warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. PACLAC shall indemnify, defend and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against PACLAC or County, or both, in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

6. County Lobbyists

PACLAC and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by PACLAC, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code chapter 2.160. Failure on the part of PACLAC or any County lobbyist or County lobbying firm retained by PACLAC

to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

7. Use of Recycled Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposit at County landfills, PACLAC agrees to use recycled-content paper to the maximum extent possible in its services under this Agreement.

8. Notice to Employees Regarding The Federal Earned Income Credit

PACLAC shall notify its employees, and shall required each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth Internal Revenue Service Notice 1015.

9. Consideration Of Hiring Gain/Grow Program Participants

Should PACLAC require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, PACLAC shall give reasonable consideration for any such employment openings to participants in County's Department of Public Social Services' greater avenues for independence ("GAIN") or general relief opportunity for work ("GROW") programs who meet PACLAC's minimum qualifications for the open position. For this purpose, consideration shall mean that PACLAC will interview qualified candidates. County will refer GAIN/GROW participants by job category to PACLAC. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, the County employees shall be given the first opportunity. See Attachment 1

10. PACLAC's Acknowledgment Of County's Commitment To Child Support Enforcement

PACLAC acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. PACLAC understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in prominent position at PACLAC's place of business. County's District Attorney will supply PACLAC with the poster to be used.

11. PACLAC's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

PACLAC acknowledges that County places a high priority on enforcement of the Safely Surrendered Baby Law. PACLAC understands that it is County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at PACLAC's place of business. The County's Department of Children and Family Services will supply PACLAC with the poster to be used.

12. PACLAC's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004

(SB 1262, Chapter 919) increased the Charitable Purposes Act requirements. By requiring contractors to complete Attachment 2 to this Exhibit the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach, subjecting it to either contract termination or debarment proceedings or both.

13. Force Majeure

- (a) Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- (b) Notwithstanding the foregoing, a default by a subcontractor of PACLAC shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both PACLAC and such subcontractor, and without any fault or negligence of either of them. In such case, PACLAC shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit PACLAC to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- (c) In the event PACLAC's failure to perform arises out of a force majeure event, PACLAC agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

14. Compliance With Jury Service Program

This Agreement is subject to provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless the PACLAC, also called contractor for purposes of this provision, Contractor has demonstrated to County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. See Attachment 3 to this Exhibit. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service. For purposes of this Section,

Contractor means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program. Contractor's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. Independent Contractor Status

This Agreement is by and between County and PACLAC and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and PACLAC. PACLAC understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of PACLAC and not of County. PACLAC shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of PACLAC pursuant to this Agreement.

16. Employment of Laid-Off County Employees

Should PACLAC, or any subconsultant performing more than \$250,000 of this Agreement value, require additional or replacement personnel to perform services under this Agreement other than the performance of a skilled trade, PACLAC shall give first consideration for such employment openings to qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list.

17. Termination For Improper Consideration

County may, by written notice to PACLAC, immediately terminate the right of PACLAC to proceed under this Agreement if it is found that consideration, in any form, was offered or given by PACLAC, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to PACLAC's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against PACLAC as it could pursue in the event of default by PACLAC. PACLAC shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

18. County Rights

The County and PACLAC may employ, either during or after performance of this Agreement, any right of recovery such party may have against the other party by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of County and PACLAC under this Agreement are in addition to any right or remedy provided by California law.

19. Prevailing Wage Requirements

PACLAC shall comply with all applicable prevailing wage requirements.

20. Contractor Responsibility and Debarment

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors. PACLAC is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of PACLAC on this or other contracts which indicates that PACLAC is not responsible, County may, in addition to other remedies provided in the Agreement, debar PACLAC from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts PACLAC may have with County. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that PACLAC has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on PACLAC's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false

claim against County or any other public entity. If there is evidence that PACLAC may be subject to debarment, the Department will notify PACLAC in writing of the evidence which is the basis for the proposed debarment and will advise PACLAC of the scheduled date for a debarment hearing before the Contractor Hearing Board. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. PACLAC and/or PACLAC's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether PACLAC should be debarred, and, if so, the appropriate length of time of the debarment. PACLAC and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. If PACLAC has been debarred for a period longer than five years, that PACLAC may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that PACLAC has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) PACLAC has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board. These terms shall also apply to subconsultants of PACLAC.

21. No Payment for Services Provided Following Expiration/Termination of Agreement
PACLAC shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by PACLAC after the expiration or other termination of this Agreement. Should PACLAC receive any such payment it shall immediately notify County and shall immediately repay all such funds to

County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from PACLAC. This provision shall survive the expiration or other termination of this Agreement.

22. Governing Law, Jurisdiction, And Venue

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. PACLAC agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

23. Mutuality of Obligation

Neither party shall have any obligation to fund or make any payment hereunder for any fiscal year in which the other party has failed to fund or make any payment in accordance with the terms and provisions of this Amendment, nor shall County have any obligation to PACLAC for any fiscal year prior to the Base year.

24. Binding Obligation

County and PACLAC acknowledge and agree that each of their respective obligations to budget and pay or expend funds hereunder constitutes a mandatory, binding commitment on its part to do so; provided that performance by either party of its obligations hereunder is conditioned upon performance of the other party of its obligations hereunder. County hereby acknowledges that this Amendment is a contract which will be honored in the same manner as all other County contracts.

25. No Third Party Beneficiaries

Notwithstanding any other provision of the Agreement, PACLAC and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph shall not be construed to diminish PACLAC's indemnification obligations hereunder.

26. Waiver

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof.

27. Severability

If any provision of the Agreement is adjudged void or invalid, for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and

effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

28. Rights And Remedies Not Exclusive

The rights and remedies of County provided in any given Paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

EIR AND MITIGATION AND MONITORING PROGRAM

Grand Avenue Project – Civic Park

Mitigation & Regulatory Measures, Project Design Features & Conditions of Approval

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency¹</u>
<u>Aesthetics and Visual Resources</u>			
MM-1 ² EIR-C1 ZC-13-a	During Project construction, the developer, with regard to the five development parcels, ³ and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall ensure, through appropriate postings and daily visual inspections, that no unauthorized materials remain posted on any temporary construction barriers or temporary pedestrian walkways, and that any such temporary barriers and walkways are maintained in a visually attractive manner throughout the construction period. The City's Department of Building and Safety or other appropriate City agency or department, shall determine compliance with this measure with regard to construction associated with the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to construction of the Civic Park.	Construction	City DB&S County CEO
PDF-C1	Prior to the start of construction along the east side of Grand Avenue, between First and Temple Streets, the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall coordinate construction of park improvements in the westerly Civic Park sector with any installation of streetscape and other improvements on Grand Avenue between First and Temple Streets to reduce the duration and visual impact of construction activities. Scheduling of construction activities for the Civic Park and the Streetscape Program shall be reviewed and approved by the Authority and shall be implemented by the responsible parties.	Prior to start of construction	City DB&S County CEO
MM-3 PDF-C2 ZC-13-c	Prior to the start of each construction work phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall schedule and coordinate sidewalk	Prior to start of construction	City DB&S Authority

¹ Listed agency shall include any designee or successor agency/entity. "County CEO" refers to the Los Angeles County Chief Executive Officer, previously known as the Los Angeles County Chief Administrative Officer (or any designee). "Authority" refers to the Los Angeles Grand Avenue Authority (or any designee).

² "MM-xx" refers to Environmental Conditions from City of LA Tentative Tract Map approvals. "EIR-xx" refers to Mitigation Measures from the Mitigation Monitoring Program from the Final Environmental Impact Report ("FEIR") for the Grand Avenue Project ("Project"). "RM xx" refers to Regulatory Measures approved by the Authority. "PDF xx" refers to Project Design Features approved by the Authority. "COA xx" refers to Conditions of Approval approved by the Authority. "ZC-xx-x" refers to [Q] Qualified Conditions of Approval from City of LA Zone Change.

³ "Five development parcels" refers to Parcels Q, W-1, W-2, L and M-2, as further identified in the FEIR.

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
	construction with the development of the adjacent parcels to reduce the duration and visual impact of construction activities. Scheduling of construction activities for the five development parcels, the Civic Park and the Streetscape Program shall be reviewed and approved by the Authority and implemented by the responsible parties.		
RM-C3	Prior to the completion of final plans and specifications, the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall prepare lighting plans and specifications for the design type of light fixtures, height of light standards, and orientation of light fixtures and standards within the public right-of-way to ensure that all light fixtures do not interfere with the activities occurring within these areas. Lighting plans with regard to the Streetscape Program shall be submitted to the City's Department of Building and Safety or other appropriate City agency or department, for review and approval. Lighting plans with regard to the Civic Park shall be submitted to the County CEO or its designee for review and approval. Approved lighting plans shall be implemented by the responsible parties.	Prior to start of construction	City DB&S County CEO
MM-7 RM-C4 ZC-13-f	Prior to the start of each construction work phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park under the applicable agreements shall submit to the Authority or other appropriate agency, for review and approval, building plans and specifications that demonstrate that all ventilation, heating and air conditioning ducts, tubes, and other such mechanical equipment shall be screened from the line-of-sight from the street. Approved building plans and specifications shall be implemented by the responsible parties.	Prior to issuance of building permits	City DB&S Authority
MM-7 RM-C5 ZC-13-g	Prior to the start of each construction work phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall submit design plans that demonstrate that all utility lines and connections are constructed underground. Approved utility plans and connections with regard to the five development parcels shall be reviewed and approved by the Authority, whereas the City's Department of Building and Safety or other appropriate City agency or department, shall review and approve with regard to the Streetscape program. Approved utility lines and connections shall be implemented by the responsible parties.	Prior to issuance of building permits	City DB&S Authority
MM-9 PDF-C3 ZC-13-i	Prior to the start of each construction work phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall prepare architectural plans that shall be reviewed and approved by the Authority such that all ground-level building fixtures, including, but not limited to, security gates, landscape light fixtures, pedestrian lights, air intake shafts, and other appurtenances are integrated into the architectural theme and/or design of the respective Project components. Approved architectural plans shall be implemented by the developer and the responsible parties.	Prior to issuance of building permits	City DB&S Authority

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
Air Quality			
MM-10 EIR-F1 ZC-14-a	<p>During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall implement a fugitive dust control program pursuant to the provisions of SCAQMD Rule 403. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with SCAQMD Rule 403 during construction with regard to construction associated with the five development parcels and the Grand Avenue Streetscape Program. The County's CEO or its designee shall determine compliance with regard to the Civic Park. The SCAQMD retains jurisdiction to enforce this measure in the case of non-compliance. Compliance with the applicable provisions of Rule 403 shall include, but not be limited to, using best available control measures listed in Table 1 of Rule 403 to minimize fugitive dust emissions from each fugitive dust source type within active operations, and will include at least the following specific best management practices (BMPs):</p> <ul style="list-style-type: none"> • Water soils daily and not more than 15 minutes prior to earth moving activities; • Water surfaces two times per day or more in order to maintain a surface crust to prevent soil erosion; • Apply soil conditioners or vegetative cover to areas that will be exposed for an extended duration; • Apply chemical stabilizers within five working days of ceasing grading; • Install of approved trackout prevention devices and provide street sweeping within the Project area; • Securely cover truck loads with a tarp; • Cease grading activities when wind speeds exceed 25 miles per hour; and • Permanently seal exposed surfaces as soon as possible after grading is finished; • Provide temporary wind fencing, consisting of wrapped chain links or solid fencing, around the sites that are being graded/excavated to reduce dirt/dust from being blown over to adjoining properties. 	Construction	City DB&S SCAQMD County CEO
MM-11 EIR-F2 ZC-14-b	<p>During each construction phase, the developer, with regard to the five development parcels and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall utilize coatings and solvents that are consistent with applicable SCAQMD rules and regulations. The City's Department of Building and Safety, or other appropriate City agency or department, shall provide oversight with regard to compliance with this measure with regard to construction associated with the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with regard to the Civic Park. The SCAQMD retains jurisdiction to enforce this measure in the case of non-compliance.</p>	Construction	City DB&S SCAQMD County CEO
MM-12 EIR-F3	<p>During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the</p>	Construction	City DB&S SCAQMD

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
ZC-14-c	Civic Park and Streetscape Program under the applicable agreements, shall comply with SCAQMD Rule 402 to reduce potential nuisance impacts due to odors from construction activities. The City's Department of Building and Safety, or other appropriate City agency or department, shall provide oversight with regard to compliance with this measure with regard to construction associated with the five development parcels and the Streetscape Program. The County's CEO or its designee shall provide oversight with regard to compliance with this measure with regard to the Civic Park. The SCAQMD retains jurisdiction to enforce this measure if it is not being complied with.		County CEO
MM-13 EIR-F4 ZC-14-d	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall ensure that all haul truck tires shall be cleaned at the time these vehicles exit the Project site. The City's Department of Building and Safety, or other appropriate City agency or department, shall provide oversight with regard to compliance with this measure with regard to construction associated with the five development parcels and the Streetscape Program. The County's CEO or its designee shall provide oversight with regard to compliance with this measure with regard to the Civic Park. The SCAQMD retains jurisdiction to enforce this measure in the case of non-compliance.	Construction	SCAQMD City DB&S County CEO
MM-14 EIR-F5 ZC-14-e	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall ensure that all export material carried by haul trucks shall be covered by a tarp or other means. The City's Department of Building and Safety, or other appropriate City agency or department, shall provide oversight with regard to compliance with this measure with regard to construction associated with the five development parcels and the Streetscape Program. The County's CEO or its designee shall provide oversight with regard to compliance with this measure with regard to the Civic Park. The SCAQMD retains jurisdiction to enforce this measure in the case of non-compliance.	Construction	SCAQMD City DB&S County CEO
MM-15 EIR-F6 ZC-14-f	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall ensure that all construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to construction associated with the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Construction	City DB&S County CEO
MM-16 EIR-F7 ZC-14-g	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall ensure that construction equipment is maintained and operated so as to minimize exhaust emissions. During construction, trucks and vehicles in	Construction	City DB&S County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
	loading and unloading queues shall turn off their engines, when not in use, to reduce vehicle emissions. Construction emissions shall be phased and scheduled to avoid emissions peaks and discontinued during second-stage smog alerts. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to construction activities associated with the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.		
MM-17 EIR-F8 ZC-14-h	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall ensure that electricity rather than temporary diesel- or gasoline-powered generators shall be used to the extent feasible. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to construction associated with the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Construction	City DB&S County CEO
MM-18 EIR-F9 ZC-14-i	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall ensure that all construction vehicles shall be prohibited from idling in excess of five minutes, both on- and off-site. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to construction associated with the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Construction	City DB&S County CEO
MM-19 EIR-F10 ZC-14-j	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall ensure that heavy-duty construction equipment shall use alternative clean fuels, such as low sulfur diesel or compressed natural gas with oxidation catalysts or particulate traps, to the extent feasible. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Construction	City DB&S County CEO
MM-20 EIR-F11 ZC-14-k	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall ensure that shuttle service shall be provided to construction workers who are required to park in offsite parking lots if such lots are not within a walking distance of 1100 feet from the respective construction sites. CRA/LA shall determine compliance with this measure with regard to construction associated with the five development parcels and the	Construction	CRA/LA County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
	Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.		
MM-21 EIR-F12 ZC-14-l	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall equip major earth moving equipment, haul trucks, and excavation equipment with particulate filters and catalytic converters. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to construction associated with the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Construction	City DB&S County CEO
MM-22 RM-F3 ZC-14-m	During each construction phase, the developer with regard to the five development parcels, and the responsible parties for implementation of the Civic Park under the applicable agreements shall ensure that building materials, architectural coatings and cleaning solvents shall comply with all applicable SCAQMD rules and regulations. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to construction associated with the five development parcels. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park. The SCAQMD shall be responsible for the enforcement of this measure for all Project components in the case of non-compliance.	Construction	SCAQMD City DB&S County CEO
MM-23 EIR-F13 ZC-14-n	During Project operations, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park under the applicable agreements shall, to the extent feasible, ensure that deliveries are scheduled during off-peak traffic periods to encourage the reduction of trips during the most congested periods. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure, with regard to construction associated with the five development parcels. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Operations	City DB&S County CEO
MM-24 EIR-F14 ZC-14-o	During Project operations, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park, under the applicable agreements, shall coordinate with the MTA and the City of Los Angeles Department of Transportation (LADOT) to provide information to Project employees, residents and guests with regard to local bus and rail services. The City of Los Angeles Department of Transportation shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Operations	LADOT County CEO
MM-25 EIR-F15 ZC-14-p	Provide the appropriate number of bicycle racks located at convenient locations in the Project site. The developer shall implement this measure with regard to the five development parcels prior to initial building occupancy for each construction phase, while the responsible parties for	Construction; Prior to the Certificate of Occupancy for	City DB&S County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency¹</u>
	the implementation of the Civic Park, under the applicable agreements, shall implement these measures prior to the completion of each construction phase. The City's Department of Building & Safety shall review and approve the number and location of the bicycle racks with regard to the five development parcels. The County's CEO or its designee shall perform the same function with regard to the Civic Park.	each phase	
MM-27 EIR-F16 ZC-14-q	During on-going Project operations, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park, under the applicable agreements, shall ensure that all fixtures used for lighting of exterior common areas shall be regulated by automatic devices to turn off lights when they are not needed, but a minimum level of lighting should be provided for safety. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this mitigation measure with regard to the five development parcels. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Construction; Prior to the Certificate of Occupancy for each phase	City DB&S County CEO
MM-28 RM-F1 ZC-14-s	During Project operations, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park under the applicable agreements shall ensure that all point source facilities shall obtain all required permits from the SCAQMD. The issuance of these permits by the SCAQMD shall require the operators of these facilities to implement Best Available Control Technology and other required measures that reduce emissions of criteria air pollutants. Proof of permit issuance by the SCAQMD shall be provided to the City's Department of Building and Safety, or other appropriate City agency or department, with regard to the five development parcels, and the County's CEO or its designee with regard to the Civic Park. Compliance with point source permits shall be enforced by the SCAQMD for all Project components.	Operations	SCAQMD City DB&S County CEO
<u>Biological Resources</u>			
RM A-1	Project construction involving of on-site clearance of vegetation, excavation, or other construction activities shall avoid, to the extent feasible, from occurring between March 1 and August 31 (and between February 1 and August 31 for raptors). Prior to the completion of final plans and specifications for the Civic Park, the County Chief Executive Officer (CEO) or designee shall review the plans and specifications to ensure that the contractor is apprised of the requirements of the Migratory Bird Treaty Act (MBTA) and encouraged to schedule removal or relocation of mature trees and removal of other potential nesting habitat outside of the breeding season. In the event that the identified construction activities must occur within the specified time period, a qualified biologist acceptable to the County CEO shall complete weekly surveys within the Civic Park site that is subject to disturbance, and within 500 feet of the boundary of such areas, to determine if any protected native birds are present. The surveys shall continue on a weekly basis with the last survey being conducted no more than three days prior to the initiation of clearance/construction work. If an active nest is located within trees or other habitat scheduled for removal or relocation, or within 300 feet of the construction area, construction shall be suspended within 300 feet of the nest (500 feet for raptor nests) until such	Prior to completion of final plans; and during construction	County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
	time a qualified biologist determines if construction activities are interfering with nesting activities. If construction activities are determined to not interfere with nesting activities, construction may continue with a biological monitor present. Should a tree or other habitat scheduled for removal or relocation be determined to contain an active nest, removal or relocation shall be delayed until the nest is determined to be inactive or a permit is granted by the USFWS for take pursuant to the MBTA. The distance limits of construction to avoid a nest shall be identified in the field with flagging and stakes or construction fencing. Construction personnel shall be instructed on the sensitivity of the area. The County CEO or designee shall record the results of the protective measure above.		
<u>Fire Protection and Related Services</u>			
MM-32 RM-I.1-1 ZC-15-a	During demolition activities occurring during each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall ensure sure that emergency access shall remain clear and unobstructed. The LAFD shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County Fire Department (LACoFD) shall determine compliance with this measure with regard to the Civic Park.	Construction and demolition	LAFD LACoFD
MM-33 RM-I.1-2 ZC-15-b	Prior to each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park under the applicable agreements shall prepare, and thereafter implement, plans and specifications to ensure that the construction contractor is apprised of the requirement to maintain access to sub-surface parking structures associated with the Civic Center Mall, the Music Center, and the Colburn School for Performing Arts. The LAFD shall determine compliance with this measure with regard to the five development parcels. The LACoFD shall determine compliance with this measure with regard to the Civic Park.	Prior to start of construction	LAFD LACoFD
MM-34 RM-I.1-3 ZC-15-c	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall maintain access for emergency response personnel to the Kenneth Hahn Hall of Administration, the Paseo de los Pobladores de Los Angeles, the County Courthouse, the Colburn School for Performing Arts, and the Walt Disney Concert Hall. The LAFD shall determine compliance with this measure with regard to construction in the five development parcels and the Streetscape Program. The LACoFD shall determine compliance with this measure with regard to the Civic Park.	Construction	LAFD LACoFD
MM-35 RM-I.1-4 ZC-15-d	Prior to each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall prepare, and thereafter implement, a plan to ensure that emergency evacuation from the northwest side of the County Mall and Colburn School for Performing Arts, the southeast side of the Music Center and the Walt Disney Concert Hall would not be impeded by construction	Prior to start of construction	LAFD LACoFD

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency¹</u>
	of the individual Project elements. With respect to the plan for the Mall, it must be prepared to coordinate with emergency evacuation plans for the Courthouse and the Hall of Administration. The LAFD shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The LACoFD shall determine compliance with this measure with regard to the Civic Park.		
MM-36 RM-I.1-5 ZC-15-e	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall ensure that sufficient fire hydrants shall remain accessible at all times during Project construction. The LAFD shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The LACoFD shall determine compliance with this measure with regard to the Civic Park.	Construction	LAFD LACoFD
RM-I.1-9	Prior to the start of each construction phase, the responsible parties for implementation of the Civic Park under the applicable agreements shall prepare, and thereafter implement, plans in accordance with LACoFD requirements, and requirements for necessary permits shall be satisfied prior to commencement of construction on any portion of the Civic Park. The LACoFD shall determine compliance with this measure with regard to the Civic Park.	Prior to start of construction	LACoFD
MM-40 RM-I.1-10 ZC-15-i	Prior to the start of each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall prepare, and thereafter implement, a plan that will assure that any required fire hydrants that are installed shall be fully operational and accepted by the Fire Department prior to any building construction. The LAFD shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The LACoFD shall determine compliance with this measure with regard to the Civic Park.	Prior to start of construction	LAFD LACoFD
MM-42 RM-I.1-12 ZC-15-k	Prior to the start of each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall prepare, and thereafter implement, engineering plans that show adequate fire flow and placement of adequate and required public and private fire hydrants. The LAFD shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The LACoFD shall determine compliance with this measure with regard to the Civic Park.	Prior to start of construction	LAFD LACoFD
MM-43 RM-I.1-13 ZC-15-l	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park under the applicable agreements shall provide emergency access for Fire Department apparatus and personnel to and into all structures. The LAFD shall determine compliance with this measure with regard to the five development parcels. The LACoFD shall determine compliance with this measure with regard to the Civic Park.	Construction	LAFD LACoFD

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency¹</u>
MM-57 RM-I.1- 27 ZC-15-z	Prior to the start of each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park under the applicable agreements, shall prepare, and thereafter implement, a plan that would not construct any building or portion of a building more than 300 feet from an approved fire hydrant. Distance shall be computed along path of travel with the exception that dwelling unit travel distance shall be computed to the front door of the unit. The LAFD shall determine compliance with this measure with regard to the five development parcels. The LACoFD shall determine compliance with this measure with regard to the Civic Park.	Prior to start of construction	LAFD LACoFD
RM-I.1- 30	During operations of the Project, planning for large events at the Civic Park shall be implemented by the County or County Park Operator to reduce potential adverse affects on emergency access. As part of the planning process, representatives of the LACoFD, County Office of Public Safety, LAFD, LAPD and LADOT shall be advised of the activities and consulted to establish appropriate procedures for crowd and traffic control. Plans shall be submitted to the County Chief Executive Officer for review and approval.	Operations	LACoFD LA County Sheriff ⁴ LAFD LAPD LADOT
<u>Hazards and Hazardous Materials</u>			
RM-H4	Prior to the start of each construction phase, the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall undertake an appropriate investigation to ascertain whether any hazardous conditions would occur as a function of implementing the streetscape improvements along Grand Avenue and/or the Civic Park. Should elevated concentrations of contaminants be identified, appropriate measures shall be implemented in accordance with applicable regulations. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Prior to start of construction	City DB&S County CEO
RM-H5	Prior to demolition or renovation in the Civic Center Mall, the responsible parties for implementation of the Civic Park under the applicable agreements shall perform an asbestos-sampling survey to determine the presence of asbestos containing materials. If such materials should be found, the responsible parties for implementation of the Civic Park shall prepare and implement an Operations and Maintenance Plan that meets all applicable federal, state and local requirements. This plan shall safely maintain asbestos containing materials that remain on the site. The County's CEO or its designee shall determine compliance with this measure.	Prior to demolition	County CEO

⁴ "LA County Sheriff" refers to the Los Angeles County Sheriff, as the successor to the Los Angeles County Office of Public Safety.

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
MM-64 RM-H6 ZC-16-d	Prior to the start of any demolition activities or renovation on any painted surfaces at the Project site, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park under the applicable agreements shall conduct a survey of lead based paint (LBP) to determine the level of risk posed to maintenance personnel, construction workers, facility staff, and patrons from exposure to the paints present at the site. Any recommendations made in that survey related to the paints present at the Project site shall be implemented prior to the demolition or renovation of said painted surfaces. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Prior demolition to or renovation	City DB&S County CEO
<u>Historical Resources</u>			
EIR-D4	<p>Kenneth Hahn Hall of Administration. Should the final design for the Civic Park and the streetscape improvements not be implemented in substantial conformance with the Project's Conceptual Plan, prior to the start of each construction phase, the responsible parties for implementation of the Civic Park and Streetscape Program, under the applicable agreements, shall submit plans to the Authority, for review and approval to ensure that impacts to the potential eligibility of the Kenneth Hahn Hall of Administration as a contributing property to the potentially eligible Los Angeles Civic Center Historic District are reduced to the maximum extent practicable through implementation of the following mitigation measure:</p> <p>a. Prior to implementation, the final design plans for the Civic Park and the Grand Avenue streetscape improvements shall be reviewed by a qualified architectural historian or historic preservation consultant who satisfies the Secretary of the Interior's Professional Qualification Standards for History or Architectural History to assure that the final designs for the Civic Park and streetscape improvements do not materially alter the Kenneth Hahn Hall of Administration's potential historic significance. This evaluation shall be conducted in accordance with the Secretary of the Interior's Standards. The County's CEO or its designee shall determine compliance for the Civic Park and the City's Department of Building and Safety shall determine compliance for the Streetscape Program.</p>	Prior to start of construction	County CEO City DB&S
EIR-D9	Los Angeles City Hall. No mitigation measures are required if the final design for the Civic Park is in substantial conformance to that set forth in the Project's Conceptual Plan, as determined by the Authority, since such Plan is consistent with the Secretary of Interior's Standards for Rehabilitation of Historic Buildings and the Guidelines for the Treatment of Cultural Landscapes (collectively referred to as the "Standards"). However, should the final design for the Civic Park not be implemented in substantial conformance with the Project's Conceptual Plan, prior to the start of each construction phase, the responsible parties for implementation of the Civic Park under the applicable agreements shall submit plans to the Authority, for review and approval to ensure that impacts to those historic characteristics that make the Los Angeles City Hall building historically	Prior to start of construction	Authority County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
	<p>significant as a designated resource and as a contributing property to the potentially eligible Los Angeles Civic Center Historic District, are reduced to the maximum extent practicable through implementation of the following mitigation measure:</p> <p>a. Prior to implementation the final design plans for the Civic Park shall be reviewed by a qualified architectural historian or historic preservation consultant who satisfies the Secretary of the Interior's Professional Qualification Standards for History or Architectural History to assure that the proposed Civic Park design does not materially alter the historic significance of the Los Angeles City Hall. This evaluation shall be conducted in accordance with the Secretary of the Interior's Standards.</p>		
EIR-D10	<p>Los Angeles County Law Library. Should the final design for the Civic Park not be implemented in substantial conformance with the Project's Conceptual Plan, prior to the start of each construction phase, the responsible parties for implementation of the Civic Park under the applicable agreements shall submit plans to the Authority, for review and approval to ensure that impacts to the potential eligibility of the potentially eligible Los Angeles County Law Library as a contributing property to the Los Angeles Civic Center Historic District are reduced to the maximum extent practicable through implementation of the following mitigation measure:</p> <p>a. Prior to implementation, the final design plans for the Civic Park shall be reviewed by a qualified architectural historian or historic preservation consultant who satisfies the Secretary of the Interior's Professional Qualification Standards for History or Architectural History to assure that the proposed Civic Park design does not materially alter the Los Angeles County Law Library's potential historic significance. This evaluation shall be conducted in accordance with the Secretary of the Interior's Standards.</p>	Prior to start of construction	Authority County CEO
EIR-D11	<p>Los Angeles County Courthouse. Should the final design for the Civic Park and the streetscape improvements not be implemented in substantial conformance with the Project's Conceptual Plan, prior to the start of each construction phase, the responsible parties for implementation of the Civic Park and the Streetscape Program under the applicable agreements shall submit plans to the Authority, for review and approval to ensure that impacts to the potential eligibility of the Los Angeles County Courthouse as a contributing property to the potentially eligible Los Angeles Civic Center Historic District are reduced to the maximum extent practicable through implementation of the following mitigation measure:</p> <p>a. Prior to implementation, the final design plans for the Civic Park and the Grand Avenue streetscape improvements shall be reviewed by a qualified architectural historian or historic preservation consultant who satisfies the Secretary of the Interior's Professional Qualification Standards for History or Architectural History to assure that the proposed final designs for the Civic Park and streetscape improvements do not materially alter the Los Angeles County Courthouse's potential historic significance. This evaluation shall be conducted in accordance with the Secretary of the Interior's Standards. The County's CEO or its designee shall determine</p>	Prior to start of construction	County CEO City DB&S

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
	compliance for the Civic Park and the City's Department of Building and Safety shall determine compliance for the Streetscape Program.		
EIR-D5	<p>Civic Center Mall (El Paseo de los Pobladores de Los Angeles). Prior to the start of each construction phase, the responsible parties for implementation of the Civic Park under the applicable agreements shall submit plans to the Authority, for review and approval to ensure that impacts to the potential eligibility of the Civic Center Mall for listing in the California Register is reduced to the maximum extent practicable. However, in the event that any one or more of the following occurs: (1) the water feature (both the fountain and pools) no longer serves as a focal point for the park; (2) many of the pink granite clad planters, pink granite clad retaining walls, and concrete benches are not retained and reused in-place or within the reconfigured park preferably near the water feature and adjacent to the civic buildings; (3) the existing elevator shaft structures are removed in their totality, or (4) many of the light poles with saucer-like canopies and the "hi-fi" speaker poles with saucer-like canopies are not retained in-place or relocated adjacent to or integrated along with the water feature, benches, retaining walls, and planter boxes, then the Standards shall be utilized to ensure that rehabilitation work to the four character-defining features of the park referenced in this mitigation measure does not impair the historic characteristics that convey the Civic Center Mall's historical significance as an individual resource and as a contributing property to the potentially eligible Los Angeles Civic Center Historic District. If such compliance with such Standards cannot be achieved, then the following measures shall apply to the applicable character-defining features identified in this Measure:</p> <p>Recordation. Prior to the issuance of a demolition permit for the Civic Center Mall and its associated features, a Historic American Building Survey (HABS) Level II-like recordation document shall be prepared for the Civic Center Mall. A qualified architectural historian or historic preservation consultant who satisfies the Secretary of the Interior's Professional Qualification Standards for History of Architectural History shall prepare this document. The HABS-like document shall record the existing landscape and hardscape features of the Civic Center Mall, including the four character-defining features identified in this measure. The report shall also document the history and architectural significance of the property and its contextual relationship with the surrounding civic buildings and environment. Its physical composition and condition, both historic and current, should also be noted in the document through the use of site plans, historic maps and photographs, and large-format photographs, newspaper articles and written text. A sufficient number of large-format photographs shall be taken of the resource to visually capture its historical and architectural significance through general views and detail shots. Field photographs (35mm or digital format) may also be included in the recordation package. All document components and photographs should be completed in accordance with the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation. Archival copies of the report, including the original photographs, shall be submitted to the California Office of Historic</p>	Prior to issuance of building permits	Authority County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
	<p>Preservation and the Huntington Library. Non-archival copies of the report and photographs shall be submitted to the County of Los Angeles, the City of Los Angeles Planning Department, the Los Angeles Public Library (main branch), and the Los Angeles Conservancy Modern Committee.</p> <p>Salvage and Reuse of Key Park Features. Prior to the removal of the four character-defining features identified in this measure, a qualified preservation consultant and landscape architect shall make an inventory of significant landscape and hardscape elements. Where feasible, these materials and elements shall be itemized, mapped, photographed, salvaged, and incorporated into the new design of the park, wherever possible. To the extent salvageable materials cannot be reused on-site, they shall be disposed of in accordance with applicable county surplus procedures.</p>		
EIR-D6	<p>Hall of Records. No mitigation measures are required if the final design for the Civic Park is in substantial conformance to that set forth in the Project's Conceptual Plan, as determined by the Authority, since such Plan is consistent with the Secretary of Interior's Standards of Rehabilitation of Historic Buildings and the Guidelines for the Treatment of Cultural Landscapes (collectively referred to as the "Standards"). However, should the final design for the Civic Park not be implemented in substantial conformance with the Project's Conceptual Plan, prior to the start of each construction phase, the responsible parties for implementation of the Civic Park under the applicable agreements shall submit plans to the Authority, for review and approval to ensure that impacts to the potential eligibility of the Hall of Records building as a contributing property to the potentially eligible Los Angeles Civic Center Historic District are reduced to the maximum extent practicable through implementation of the following mitigation measure:</p> <p>Prior to the implementation, the final design plans for the Civic Park shall be reviewed by a qualified architectural historian or historic preservation consultant who satisfies the Secretary of the Interior's Professional Qualification Standards for History or Architectural History to assure that the proposed Civic Park design does not materially alter the Hall of Records' potential historic significance. This evaluation shall be conducted in accordance with the Secretary of the Interior's Standards.</p>	Prior to start of construction	Authority County CEO
EIR-D7	<p>Court of Flags. No mitigation measures are required if the final design for the Civic Park is in substantial conformance with that set forth in the Project's Conceptual Plan, as determined by the Authority, since such Plan is consistent with the Secretary of Interior's Standards of Rehabilitation of Historic Buildings and Guidelines for the Treatment of Cultural Landscapes (collectively referred to as the "Standards"). However, should the final design for the Civic Park not be implemented in substantial conformance with the Project's Conceptual Plan, prior to the start of each construction phase, the responsible parties for implementation of the Civic Park under the applicable agreements shall submit plans to the Authority for review and approval to ensure that impacts to the potential eligibility of the Court of Flags as a contributing</p>	Prior to start of construction	Authority County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
	<p>property to the potentially eligible Los Angeles Civic Center Historic District are reduced to the maximum extent practicable through implementation of the following mitigation measure:</p> <p>Prior to implementation, the final design plans for the Civic Park shall be reviewed by a qualified architectural historian or historic preservation consultant who satisfies the Secretary of the Interior's Professional Qualification Standards for History or Architectural History to assure that the proposed Civic Park design does not materially alter the Court of Flag's potential historic significance. This evaluation shall be conducted in accordance with the Secretary of the Interior's Standards.</p>		
EIR-D8	<p>Clara Shortridge Foltz Criminal Justice Center. No mitigation measures are required if the final design for the Civic Park is in substantial conformance to that set forth in the Project's Conceptual Plan, as determined by the Authority, since such Plan is consistent with the Secretary of Interior's Standards of Rehabilitation of Historic Buildings and the Guidelines for the Treatment of Cultural Landscapes (collectively referred to as the "Standards"). However, should the final design for the Civic Park not be implemented in substantial conformance with the Project's Conceptual Plan, prior to the start of each construction phase, the responsible parties for implementation of the Civic Park under the applicable agreements shall submit plans to the Authority, for review and approval to ensure that impacts to the potential eligibility of the Clara Shortridge Foltz Criminal Justice Center as a contributing property to the potentially eligible Los Angeles Civic Center Historic District are reduced to the maximum extent practicable through implementation of the following mitigation measure:</p> <p>Prior to implementation, the final design plans for the Civic Park shall be reviewed by a qualified architectural historian or historic preservation consultant who satisfies the Secretary of the Interior's Professional Qualification Standards for History of Architectural History to assure that the proposed Civic Park does not materially alter the Clara Shortridge Foltz Criminal Justice Center's potential historic significance. This evaluation shall be conducted in accordance with the Secretary of the Interior's Standards.</p>	Prior to start of construction	Authority County CEO
COA-7	The developer shall comply with the City's and CRA/LA standard paleontological condition and applicable State of California regulations, which require that during excavation and grading, if paleontological resources are uncovered, all work in that area shall cease and be diverted and the area of discovery protected so as to allow a qualified paleontologist to determine the value of the resource and, in consultation with appropriate agencies, determine an appropriate treatment plan. Construction activities in that area may resume once the uncovered resources are collected by a paleontologist, as appropriate, and properly processed.	Construction	City DB&S CRA/LA County CEO
<u>Noise</u>			
MM-65 EIR-G1	To reduce any impact on nearby venues that may be noise sensitive receptors, such as the Music Center, Disney Concert Hall, and the County	Construction	City DB&S County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
ZC-17-a	Courthouse, the following Measures G-1 and G-2 shall be implemented as follows: During each construction phase, the developer, with regard to the five development parcels and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall limit (i) construction activities utilizing heavy equipment to Monday through Friday from 7:00 a.m. to 8:00 p.m., and (ii) interior construction work inside building shells and construction activities not utilizing heavy equipment to 7:00 a.m. to 9 p.m. Monday through Friday. Saturday construction shall be limited to 8:00 a.m. to 6 p.m. No exterior construction activities shall be permitted on Sundays or holidays per applicable City regulations. Construction noise measures shall also be implemented, which may include the use of noise mufflers on construction equipment used within 100 feet of these buildings. The City's Department of Building and Safety or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.		
MM-66 EIR-G2 ZC-17-b	During each construction phase, the developer, with regard to the five development parcels and the responsible parties for implementation of the Streetscape Program shall not use heavy equipment within (to the maximum extent practicable) 100 feet of the County Courthouse building while Court is in session. Construction contracts must specify that all construction equipment shall be in proper operating condition and fitted with standard factory silencing features and other applicable attenuation devices such as mufflers. The City's Department of Building and Safety or other appropriate City agency or department shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Construction	City DB&S County CEO
MM-68 EIR-G4 ZC-17-d	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall ensure that pile drivers within the individual activity/development site under construction at that time shall be equipped with noise control devices having a minimum quieting factor of 10 dBA. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to construction in the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Construction	City DB&S County CEO
MM-69 EIR-G5 ZC-17-e	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall, except as otherwise permitted by applicable agreements, ensure that construction loading and staging areas shall be located on the Project site within each respective construction site and away from noise-sensitive uses to the extent feasible. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to construction in the five development parcels	Construction	City DB&S County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency¹</u>
	and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park		
MM-70 EIR-G6 ZC-17-f	Prior to the issuance of grading permits for each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall prepare, and thereafter implement, plans and specifications that include a requirement to route pedestrians (to the maximum extent practicable) 50 feet away from the construction area when heavy equipment such as hydraulic excavators are in use. Such routing may include the posting of signs at adjacent intersections. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Prior to issuance of grading permits	City DB&S County CEO
MM-71 EIR-G7 ZC-17-g	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall designate a construction relations officer to serve as a liaison with surrounding property owners who is responsible for responding to any concerns regarding construction noise. The liaison shall coordinate with the Project construction manager(s) to implement remedial measures in the shortest time feasible. The liaison's telephone number(s) shall be prominently displayed at multiple locations along the perimeter of each construction site. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Construction	City DB&S County CEO
<u>Police Protection Services</u>			
MM-74 RM-I.2-1 ZC-18-a	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall provide clear and unobstructed LAPD access to the construction site. The LAPD shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County Office of Public Safety shall determine compliance with this measure with regard to the Civic Park.	Construction	LAPD LA County Sheriff
RM-I.2-4	Prior to the start of each construction phase, the responsible parties for implementation of the Civic Park under the applicable agreements shall submit plot plans for all proposed development to the County Office of Public Safety for review and comment. Security features subsequently recommended by the Office of Public Safety shall be implemented by the County or County Park Operator to the extent feasible	Prior to start of construction	LA County Sheriff
MM-78 RM-I.2-6	During Project operations, the developer, with regard to the five development parcels and the responsible parties for implementation of the	Operations	LAPD LA County

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
ZC-18-e	Civic Park shall install alarms and/or locked gates on doorways providing public access to commercial facilities. The LAPD shall determine compliance with this measure with regard to the five development parcels. The County Office of Public Safety shall determine compliance with this measure with regard to the Civic Park.		Sheriff
MM-80 RM-I.2-8 ZC-18-g	Additional lighting shall be installed where appropriate, including on the Project site and in parking garages, as determined in consultation with the LAPD with regard to the five development parcels and the County Office of Public Safety with regard to the Civic Park. The developer shall implement this measure with regard to the five development parcels prior to initial building occupancy for each construction phase, while the responsible parties for the implementation of the Civic Park and Streetscape Program under the applicable agreements shall implement these measures prior to the completion of construction for each of those Project components.	Prior to issuance of Certificate of Occupancy	LAPD LA County Sheriff
MM-81 RM-I.2-9 ZC-18-h	Prior to the start of each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall prepare, and thereafter implement, a plan that incorporates safety features into the Project's design to assure pedestrian safety, assist in controlling pedestrian traffic flows, and avoid pedestrian/vehicular conflicts on-site. Safety measures may include the provision of security personnel; clearly designated, well-lighted pedestrian walkways on-site; special street and pedestrian-level lighting; physical barriers (e.g., low walls, landscaping), particularly around the perimeter of the parking garages, to direct pedestrians to specific exit locations that correspond to designated crosswalk locations on adjacent streets. The LAPD shall determine compliance with this measure with regard to the five development parcels. The County Office of Public Safety shall determine compliance with this measure with regard to the Civic Park.	Prior to start of construction	LAPD LA County Sheriff
MM-83 RM-I.2-11 ZC-18-j	Prior to the issuance of a certificate of occupancy for each construction phase and on-going during operations, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park under the applicable agreements, shall develop, and thereafter implement, an Emergency Procedures Plan to address emergency concerns and practices. The plan shall be subject to review by the LAPD with regard to the five development parcels and the County Office of Public Safety with regard to the Civic Park, and any provisions pertaining to access would be subject to approval by LADOT.	Prior to issuance of Certificate of Occupancy	LAPD LA County Sheriff County CEO
<u>Solid Waste</u>			
MM-86 RM-J.3-2 ZC-22-b	Prior to the issuance of each certificate of occupancy, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall prepare, and thereafter implement, a plan that designs all structures constructed or uses established within any part of the proposed Project site to be permanently equipped with clearly marked, durable, source sorted recyclable bins at all times to facilitate the separation	Prior to issuance of Certificate of Occupancy	City DPW County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
	and deposit of recyclable materials. The City's Department of Public Works, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.		
MM-87 RM-J.3-3 ZC-22-c	Prior to the issuance of each certificate of occupancy, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park under the applicable agreements, shall prepare, and thereafter implement, a plan that designs primary collection bins to facilitate mechanized collection of such recyclable wastes for transport to on- or off-site recycling facilities. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Prior to issuance of Certificate of Occupancy	City DB&S County CEO
MM-88 RM-J.3-4 ZC-22-d	During Project operations, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall continuously maintain in good order for the convenience of businesses, patrons, employees and park visitors clearly marked, durable and separate bins on the same lot, or parcel to facilitate the commingled recyclables and deposit of recyclable or commingled waste metal, cardboard, paper, glass, and plastic therein; maintain accessibility to such bins at all times, for collection of such wastes for transport to on- or off-site recycling plants; and require waste haulers to utilize local or regional material recovery facilities as feasible and appropriate. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Operations	City DB&S County CEO
MM-89 RM-J.3-5 ZC-22-e	During each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall implement a demolition and construction debris recycling plan, with the explicit intent of requiring recycling during all phases of site preparation and building construction. The City's Department of Building and Safety, or other appropriate City agency or department, shall review and approve the plan with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall review and approve the plan with regard to the Civic Park.	Construction	City DB&S County CEO
<u>Traffic, Circulation and Parking</u>			
MM-90 EIR-B1 ZC-21-a	The developer with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall prepare, prior to the start of each construction work phase, a Construction Traffic Control/Management Plan (Plan) to be approved by the City of Los Angeles Department of	Construction; prior to issuance of building permits for each phase	LADOT County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency¹</u>
	Transportation (LADOT) and implemented by the responsible party. The Plan shall include, but not be limited to, Project scheduling, the location and timing of any temporary lane closures, traffic detours, haul routes, temporary roadway striping, and signage for traffic flow, as necessary, as well as the identification and signage of alternative pedestrian routes in the immediate vicinity of the Project, if necessary. The Plan should also provide for the coordination of construction areas, and for safe pedestrian movement throughout the Project Area such that adequate and safe pedestrian movement access is maintained to adjacent uses including the Walt Disney Concert Hall, the Music Center, the County Courthouse, and the Metro Red Line station portals (on Parcel W-2 and on the Court of Flags).		
MM-91 EIR-B2 ZC-21-b	After approval of the Construction Traffic Control/Management Plan(s) required under MM-90/EIR-B-1 and prior to the start of each construction work phase, the developer with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall submit a copy of the Plan(s) to the Authority or other appropriate agency, the City Chief Administrative Officer or designee, and the County of Los Angeles Chief Executive Officer. Following receipt of the Plan(s), the County CEO shall distribute that information to all County properties on Grand Avenue, including the Hall of Administration, County Courthouse, the Walt Disney Concert Hall, and the Music Center, for further distribution of information to employees and visitors on construction schedules, alternative travel routes, and land and sidewalk closure information, as appropriate, and the Authority or other appropriate agency, or the City, shall distribute to the appropriate City departments for the same purposes.	Construction; prior to issuance of building permits for each phase	Authority City CAO County CEO
MM-92 EIR-B3 ZC-21-c	Prior to the start of each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall enter into one or more temporary arrangements with parking garages in the area of the Project, or with surface lot operators elsewhere in downtown or its periphery, to provide a sufficient supply of off-street spaces for the construction workers during Project construction, and will require all construction workers to use these designated parking spaces. These temporary arrangements shall be to the satisfaction of (i) CRA/LA or (ii) the County's CEO or its designee	Construction; prior to issuance of building permits for each phase	CRA/LA County CEO
MM-95 EIR-B6 ZC-21-f	<p>The following menu of mitigation measures (MMs) has been developed to further reduce the Project's potential traffic and circulation impacts. The term "menu" refers to the various ways that each of the following measures can be implemented to achieve trip reduction. Selection shall be coordinated with the LADOT, who shall determine which of the MMs are to be implemented.</p> <p>1. Provide enhanced walking connections along the Project street frontages to transit service (to bus stops and to the Red Line station portals at First Street and Hill Street). These could comprise pedestrian amenities along the Project's street frontages, including landscaped sidewalks, wider crosswalks where feasible at key intersections, improved lighting for pedestrian safety at nighttime, and pedestrian wayfinding</p>	Prior to issuance of Certificate of Occupancy for each phase as determined by LADOT, except for Flexcar, which should be implemented during Operation	LADOT County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
	<p>signage, to facilitate walking in the Project area. The developer shall implement this measure with regard to the five development parcels prior to initial building occupancy for each development phase; while, the responsible parties for the implementation of the Civic Park and Streetscape Program, under the applicable agreements, shall implement these measures prior to the completion of construction for each of these Project components.</p> <p>2. The developer, as determined by LADOT and prior to initial building occupancy for each development phase, shall provide enhanced bus stops on the street frontages of the five development parcels. These enhanced bus stops may include bus shelters with passenger amenities such as benches, shaded areas, and transit information that could be integrated into the overall urban design/landscaping of the Project.</p> <p>3. Provide transit information kiosks at various strategic locations on the Project site. The developer shall implement this measure with regard to the five development parcels prior to initial building occupancy for each development phase; while, the responsible parties for the implementation of the Civic Park and Streetscape Program, under the applicable agreements, shall implement these measures prior to the completion of construction for each of those Project components.</p> <p>4. The developer, with regard to the five development parcels, shall participate in an on-going basis during Project operations, in a Share-Car program (e.g., Flexcar) that makes cars available to registered members. It is anticipated that up to three on-street parking spaces, subject to a determination of feasibility by LADOT, could be provided at key locations adjacent to the Project frontage for up to three Share-Cars. The Share-Cars could be available to both Project and non-Project users as long as they were members of the Share-Car program. The Project shall support a Share-Car organization's application to the City, and following any implementation of such application shall promote the Share-Car concept and encourage its usage with Project residents and tenants.</p> <p>5. Provide improved vehicular directional signage on surface streets approaching and within the Project area to direct vehicles to specific destinations and parking locations, as appropriate, to minimize vehicles circulating in the Project area. Such signage should be approved to the satisfaction of LADOT. The developer shall implement this measure with regard to the five development parcels prior to initial building occupancy for each development phase; while, the responsible parties for the implementation of the Civic Park under the applicable agreements, shall implement these measures prior to the completion of construction for the Civic Park.</p>		
COA-1	The developer shall meet on an ongoing basis with the Music Center to exchange all necessary information and formulate programs so as to best ensure that the Music Center's activities would not be significantly disrupted by the construction of the Project.	Prior Construction to	LADOT County CEO
COA-2	The developer shall meet on an ongoing basis with the Los Angeles Superior Courthouse to exchange all necessary information and formulate programs so as to best ensure that the Los Angeles Superior Courthouse's activities would not be significantly disrupted by the construction of the Project.	Prior Construction to	LADOT County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
COA-3	The developer shall meet on an ongoing basis with the Colburn School to exchange all necessary information and formulate programs so as to best ensure that the Colburn School's activities would not be significantly disrupted by the construction of the Project.	Prior to Construction	LADOT County CEO
COA-4	The developer shall coordinate the construction of the Project so that the standard shift from Mondays through Fridays for the majority of the Project's construction workers shall be 7:00 A.M. to 3:30 P.M.	Construction	CRA/LA County CEO
COA-5	The developer shall offer a transit pass to any worker who agrees to not travel to the Project site by personal vehicle and forego a space in the parking lot designated for the Project's construction workers for the duration of the phase of construction for which that worker has been hired.	Construction	CRA/LA County CEO
COA-6	The developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall coordinate with the Transportation Branch of the Los Angeles Unified School District (LAUSD) in developing the Construction Traffic Control/Management Plan required by Mitigation Measure B-1 to ensure that the construction of the Project will not significantly disrupt the operation of LAUSD campuses in the Project area, including existing school bus routes and pedestrian routes. The County's CEO or its designee shall ensure compliance with this measure with regard to the Civic Park.	Construction	LADOT County CEO
<u>Wastewater</u>			
MM-97 RM-J.2-1 ZC-24-a	Prior to the start of each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park shall comply with City ordinances limiting connections to the City sewer system, in accordance with City Bureau of Sanitation procedures. The City's Department of Public Works, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels. The County's CEO or its designee shall ensure compliance with this measure.	Prior to start of each construction phase	City DPW County CEO
MM-98 RM-J.2-2 ZC-24-b	Prior to the start of each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park Plan, shall prepare, and thereafter implement, building plan specifications for the installation of low-flow water fixtures and further encourage reduction of water consumption to minimize wastewater flow to the sewer system, in accordance with applicable water conservation requirements. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels. The County's CEO or its designee shall ensure compliance with this measure.	Prior to start of each construction phase	City DB&S County CEO
<u>Water Supply</u>			
MM-100 RM-J.1-1 ZC-23-b	Prior to the start of each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the	Prior to start of each construction phase	City DB&S County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency</u>
	applicable agreements, shall call DIG-ALERT to identify and mark on the ground surface the locations of existing underground utilities. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.		
MM-101 RM-J.1-2 ZC-23-c	Prior to the start off each construction phase, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements shall perform potholing of existing water and gas mains to verify the depth of cover. If the depth of cover over the lines is shallow and the total street pavement section is thick (around 24 inches), then the temporary cover over the lines during construction may be reduced to 12 inches or less. Under these circumstances, protective measures shall be implemented to prevent damage or breakage of the lines during the pavement sub-grade preparation process. Notices of service interruption, if necessary, shall be provided to customers in accordance with DWP-Water and ACG requirements. The City's Department of Building and Safety, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.	Prior to start of each construction phase	City DB&S County CEO
MM-103 RM-J.1-4 ZC-23-e	Prior the issuance of building permits for each construction phase, the developer, with regard to the five development parcels and the responsible parties for implementation of the Civic Park Plan under the applicable agreements, shall coordinate with the Los Angeles Department of Water and Power to conduct a flow test to confirm that the existing water system meets fire flow requirements imposed by the LAFD for the Project. The developer, with regard to the five development parcels and the responsible parties for implementation of the Civic Park Plan under the applicable agreements, shall undertake and complete required improvements as identified by the LADWP, based on the findings of the flow test. The City's Department of Public Works, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels. The County's CEO Department of shall determine compliance with this measure with regard to the Civic Park.	Prior to issuance of building permits	LADWP LAFD LADPW County CEO
MM-105 RM-J.1-6 ZC-23-g	During Project operations, incorporate Los Angeles County water conservation policies into the operation of the Civic Park, and the County Office Building, if the Project proceeds with the County office building option. The responsible parties for the implementation of the Civic Park under the applicable agreements, and the County with regard to the County Office Building, if the Project proceeds with the County office building option, shall be responsible for implementing this measure. The implementation of this measure shall be subject to the review and approval of the County's CEO or its designee.	Operations	County CEO
MM-106 RM-J.1-7	During Project operations, the developer, with regard to the five development parcels, and the responsible parties for implementation of the	Operations	LADPW County CEO

	<u>Measure/Feature</u>	<u>Monitoring Period</u>	<u>Enforcement/ Monitoring Agency¹</u>
ZC-23-h	Civic Park and Streetscape Program under the applicable agreements and the County Office Building operator shall comply with any additional mandatory water use restrictions imposed as a result of drought conditions. The City's Department of Public Works, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels and the Streetscape Program. The County's CEO or its designee shall determine compliance with this measure with regard to the Civic Park.		
MM-107 RM-J.1-8 ZC-23-i	During Project operations, the developer, with regard to the five development parcels, and the responsible parties for implementation of the Civic Park and Streetscape Program under the applicable agreements, shall install automatic sprinkler systems to irrigate landscaping during morning hours or during the evening to reduce water losses from evaporation, and sprinklers shall be reset to water less often in cooler months and during the rainfall season so that water is not wasted by excessive landscape irrigation. The City's Department of Public Works, or other appropriate City agency or department, shall determine compliance with this measure with regard to the five development parcels.	Operations	LADPW County CEO