

GRANT AGREEMENT FOR OPEN STREETS GRANT PROGRAM CYCLE FOUR

This Grant Agreement for Open Streets Grant Program Cycle Four (the “**Agreement**”) is dated the day of the LACMTA Board December 2, 2021 (the “**Effective Date**”) and is by and between the City of Commerce (the “**Grantee**”) and the Los Angeles County Metropolitan Transportation Authority (“**LACMTA**”).

RECITALS

- A. On December 2, 2021, the LACMTA Board approved the Open Streets Grant Program Cycle Four providing Los Angeles County Proposition C 25% funds for temporary events that close or partially close the street to automotive traffic and open them to people to walk or bike (“**Open Street Events**”). Should other eligible funding sources become available, they may be used in place of the identified funds.
- B. Proposition C 25% funds are eligible for Transportation System Management/Demand Management (TSM/TDM) programs such as Open Streets Events. SCAG identifies Open Street Events as Transportation System Management/Demand Management (TSM/TDM) programs in the 2012 Regional Transportation Plan (RTP) Congestion Management Appendix in the section titled Congestion Management Toolbox – Motor Vehicle Restriction Zones.
- C. On December 2, 2021, the LACMTA Board approved the award of \$500,000 to Grantee for Grantee’s Open Street Event titled Eastside Open Streets Event (Open Street Grant Program ID#CYC2101, which is more particularly described in the Scope of Work (“**Scope of Work**”) attached as Exhibit “A” hereto (the “**Project**”). Grantee’s actual temporary Open Street Event is referred to herein as the “**Event**.” The term Project, as used herein, is defined to include all planning activities as well as the Event itself.
- D. Grantee has agreed to provide the required local match (in kind or monetary) of \$125,000 (the “**Local Match**”), as described in the Financial Plan that is attached as Exhibit “B”, and any additional funding required to complete the Project. The Financial Plan documents all sources of funds programmed for the Project.

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

AGREEMENT

1. GRANT OF FUNDS

1.1 LACMTA shall make a one-time grant of funds in the amount of \$500,000 (the “**Funds**”) to Grantee subject to the terms and conditions of the Grant and this Agreement.

1.2 This one-time grant shall be paid on a reimbursement basis. The Local or In-Kind Match must be spent in the appropriate proportion to the Funds.

1.3 Grantee shall be subject to, and shall comply with, all requirements of the United States Department of Transportation (USDOT) and the United States Department of Labor (USDOL). In addition, Grantee shall comply with all requirements of LACMTA.

1.4 The obligation for LACMTA to advance the Funds for the Project is subject to sufficient funds being made available for the Project by the LACMTA Board of Directors. If such funds are not made available for the Project, this Agreement shall be void and have no further force and effect.

2. SCOPE OF WORK

2.1 Grantee shall complete the Project, including, without limitation, producing the Event, as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Exhibit “A” hereto. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones and a set schedule for the Event. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Event, then LACMTA will have the option to terminate this Agreement for default. Immaterial changes to the Scope of Work that do not affect the intent or length of the event such as changes of event name, start time, date and route may be approved administratively in writing by the Open Streets Grant Program Manager without a formal amendment. Any changes to the Scope of Work that change intent of the original Scope of Work, including but not limited to route length, changes in funding and/or changes to the Financial Plan must be made by amendment, in the manner described in paragraph 16.1.

2.2 Grantee shall utilize the Funds provided herein to complete the Project as described in the Scope of Work and in accordance with this Agreement. The grant Funds provided herein can only be used towards the completion of the Scope of Work.

2.3 The grant shall provide the Funds for the non-infrastructure costs of implementing Open Street events per the Metro Board award on December 2, 2021. Per the funding guidelines, physical infrastructure costs associated with the events are not eligible for reimbursement.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2023 (the "Termination Date"), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.

4. REQUEST FOR REIMBURSEMENT

4.1 Not more frequently than once a month, Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred by Grantee consistent with the Project's Scope of Work. The Request for Reimbursement submitted by Grantee shall be signed by an authorized agent who can duly certify the accuracy of the included information.

4.2 Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total of Project expenditures, specify the percent and amount of Proposition C Funds to be reimbursed, the amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm.

4.4 Any funds expended by Grantee prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward Grantee's Local Match requirement, without the prior written consent of LACMTA. Local Match dollars expended prior to the Effective Date shall be spent at Grantee's own risk. If applicable, the first Request for Reimbursement may be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the Effective Date of this Agreement, which costs could be reimbursed with the Funds provided that LACMTA has provided prior written approval for such expenditures to Grantee and authorized reimbursement for such amounts.

4.5 Grantee shall be responsible for any and all cost overruns for the Project.

4.6 Grantee shall contribute Grantee's Local Match (in kind or monetary) of \$125,000 toward the Project. If the funds identified in Exhibit "B" are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA

programmed funds necessary to complete the Project.

4.7 LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage. LACMTA will release the retainage after LACMTA has evaluated Grantee's performance according to the criteria specified by LACMTA and the data provided by Grantee in accordance with the Standardized Data Collection Template provided in Exhibit "C", and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. Grantee shall invoice LACMTA for reimbursement of the ten percent retention separately.

4.8 Grantee should consult with LACMTA's Open Streets Program Manager for questions regarding non-reimbursable expenses.

4.9 Total payments shall not exceed the Funds specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred more than sixty (60) days after the date of the Event.

4.10 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, the applicable requirements and regulations of LACMTA and any other regulations or requirements stipulated by the source of funding used. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent applicable federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.11 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net
Ref# Open Streets ID#CYC2101

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Attention: Accounts Payable
Los Angeles, CA 90051-0296
Ref# Open Streets ID#CYC2101

A copy of all Request for Reimbursement submittals shall also be forward to the LACMTA Open Streets Program Manager, either by email to ThomasBA@Metro.net or by standard mail to the address set forth in Section 4.12 below.

4.12 All notices required to be provided under this Agreement will be given to the parties at the addresses specified below, unless otherwise notified in writing of change of

address.

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: LACMTA Open Streets Program Manager
Frank Ching, MS 99-23-1
Open Streets Grant Program Manager
ChingF@metro.net

Grantee's Address:

City of Commerce
2535 Commerce Way
Commerce, CA 90040
Attention: Economic Development and Planning
Jose D. Jimenez
Director of Economic Development and Planning
jjimenez@ci.commerce.ca.us

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

5.1 Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and Grantee execute this Agreement. The end date of reimbursable activities is sixty (60) days after the date of the Event.

6. REPORTING AND AUDIT REQUIREMENTS

6.1 Grantee shall be subject to and shall comply with all applicable requirements of LACMTA regarding Project reporting and audit requirements. Grantee shall use the assigned Open Streets ID# CYC2101 on all correspondence.

6.2 Grantee shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Narrative and Financial Report on Project Progress as required by LACMTA.
- (b) Other reports that may be required.

6.3 LACMTA and/or their respective designees, in order to fulfill their respective responsibilities as grantor of the Funds, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. Grantee shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to

governmental agencies. Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

6.4 Grantee shall retain all original records and documents related to the Project for a period of three years after final payment.

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

6.6 Grantee shall cause all contractors to comply with the requirements of Sections 6.3, 6.4 and 6.5 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

6.8 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds provided herein and/or recommend not to award future Open Streets Program grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing the Funds provided herein or failure to return the Funds provided herein owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement, including the access to records provisions.

6.9 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.10 Grantee shall utilize a Standardized Data Collection Template provided by Metro to provide the LACMTA Open Streets Program Manager a Post-implementation Report no later than three months after the day of the Event which report shall include information to help Metro better evaluate the progress of the program toward achieving the objectives of the program goals presented in Board Motion 72 including providing information in the Post-implementation Report that details plans for new active transportation infrastructure and what the jurisdictions will do to increase bicycle and pedestrian mode shares post event. Additional information provided in the Post-implementation Report shall include participation counts; transportation use data; personal anecdotes from business owners, participants, and volunteers; local economic benefit; and any other reporting requirements detailed in the provided Standardized Data Collection Template.

7. ALLOWABLE COSTS

7.1 Allowable Project costs are described in the Scope of Work.

7.2 The following guidelines shall apply for indirect costs and in-kind contributions and donations:

- (a) Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by Grantee: i) submit a written request to LACMTA; and, ii) receive a written approval from LACMTA prior to incurring the expenditure.
- (b) In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA.

8. EXPENDITURE AND DISPOSITION OF FUNDS

8.1 The expenditure and disposition of the Funds by Grantee shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of LACMTA. Grantee shall not utilize the Funds in any way or on any project other than that specified in this Agreement.

8.2 Grantee shall address all correspondence regarding this Project to the LACMTA Open Streets Program Manager.

8.3 The programmed budget (the "**Financial Plan**") specifying the sources and amounts of the Funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".

8.4 No material changes, as determined by LACMTA in its reasonable discretion, to the Financial Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee. Grantee shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or Scope of Work that it originally submitted to LACMTA.

9. TIMELY USE OF FUNDS

9.1 Grantee shall obligate the Funds programmed under this Agreement no later than sixty (60) days after the date of the Event.

9.2 In the event this Agreement is not executed and/or evidence of timely obligation of the Funds is not provided as described in Section 10 of this Agreement, the Project will be reevaluated by LACMTA and the Funds may be deobligated. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

10. DEFAULT

10.1 Default under this Agreement is defined as one or more of the following: (i) Grantee fails to comply with the terms and conditions contained in this Agreement; (ii) Grantee fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) Grantee makes a material change to the Scope of Work or the Financial Plan without prior written consent or approval by LACMTA; or, (iv) Grantee is in default of any other applicable requirements of LACMTA.

11. REMEDIES

11.1 In the event of a default by Grantee (as defined in Section 10), the LACMTA shall provide written notice of such default to Grantee with a 30-day period to cure the default. In the event Grantee fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of the Funds to Grantee;
- (c) LACMTA may recover from Grantee any funds paid to Grantee after the default; and/or,

11.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

11.3 The remedies described herein are non-exclusive. In addition to the above contractual remedies, LACMTA shall have the right to enforce any and all rights and remedies which may be now or hereafter available at law or in equity.

12. TERMINATION

12.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either Grantee or LACMTA may terminate its obligations hereunder at any time, without cause, on (30) days prior written notice. Upon termination, LACMTA shall have no obligation to reimburse

for any costs or expenses incurred after the termination date.

13. COMMUNICATIONS

13.1 LACMTA will be the exclusive presenting sponsor of the Event and all promotional materials, press releases, graphics, promotions via print, TV, radio or web channels and other identifiers will identify the Event as “Metro presents [insert Event name],” or “[insert Event name] presented by Metro.” The presenting sponsorship may not be shared. In addition, all printed and/or online promotional materials and promotions via print, TV, radio or web channels must include the “Open Streets Made Possible By Metro” type and logo lockup as supplied by the LACMTA Program Manager. Any other sponsor logos or credits for the Event must be separated graphically, in type and/or in following succession from the presenting sponsor mention of LACMTA and “Open Streets Made Possible By Metro” type and logo lockup.

13.2 For purposes of this Agreement, “Communications Materials” include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

13.3 All Social Media notification calling out the event will identify the Event as “Metro presents [insert Event name],” or “[insert Event name] presented by Metro.” Any graphics used in said notifications that include the title of the event must include the “Open Streets Made Possible By Metro” type and logo lockup as supplied by the LACMTA Program Manager.

13.4 Grantee shall ensure that all Event promotions via print, TV, Radio or social media channels include one of the following references or links to LACMTA’s online presence as appropriate depending on the platform: Twitter accounts: @BikeMetro or @Metrolosangeles; Facebook pages: facebook.com/bikemetro or facebook.com/losangelesmetro.

13.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA’s sole discretion.

13.6 Grantee shall ensure that all Communications Materials identify the Event as “Metro presents [insert Event name],” or “[insert Event name] presented by Metro,” or other mutually agreeable language and graphic lockup featuring Metro and/or the Metro logo, and comply with recognition of LACMTA’s contribution to the Event as more particularly set forth in “Funding Agreement Communications Materials Guidelines” available online or from the LACMTA Open Streets Program Manager. Grantee shall check with the LACMTA Open Streets Program Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the communications requirements specified in this Agreement and with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

13.7 Grantee shall submit all graphic files and Communications Materials to LACMTA for approval by the LACMTA Open Streets Program Manager and LACMTA Communications prior to the release of such publicity or promotional materials or Communications Materials for the Event. LACMTA shall have at least one day to review and provide its approval. After any Communications Materials have been released to the public, Grantee shall provide a copy of or notice of such Communications Materials to the LACMTA Open Streets Program Manager by e-mail.

13.8 LACMTA shall be provided at no cost with a minimum of 1,000 SF space in a prominent, central location at the Event for an LACMTA booth/activity space, plus at least two 10' x 10' spaces for satellite displays elsewhere at the Event. LACMTA shall have the right at any one or more of the above three locations or through a mobile vending cart, bicycle, or other vehicle, to sell, distribute or otherwise make available to Event attendees marketing, outreach and other promotional products and merchandise, including, without limitation, fare media, t-shirts and other apparel, accessories, items available for sale at the Metro Store, brochures, maps, Metro Bike Share bike rentals, take-ones and other novelty items. The selection of products and merchandise available for sale and distribution shall be at LACMTA's sole discretion.

13.9 The LACMTA Open Streets Program Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section 14. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13.10 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division. Upon request, LACMTA shall provide scalable vector files with required type styling and logo placement for tagline and visual materials.

13.11 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project related Communications Materials will comply with the requirements contained in this Section 14.

14. INDEMNITY

14.1 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with the Project, any work performed by, and/or service provided by, Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents, and employees harmless from and against any claims, loss demand, action, damages, liability, penalty, fine judgment, lien, costs, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever (including consequential damages) (collectively, "Claims") arising out of the Project, including, without limitation: (i) use of the Funds

provided herein by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Grantee obligations under this Agreement or the Grant; (iv) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the Scope of Work and the Project; or (v) any Claims arising from the actual Event itself.

15. OTHER TERMS AND CONDITIONS

15.1 This Agreement, along with the applicable requirements of LACMTA constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

15.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

15.3 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

15.4 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

15.5 Grantee shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

15.6 Subject to all requirements of this Agreement, and all other applicable requirements of LACMTA, including, without limitation, any requirement of competitive procurement of services and assets, Grantee may contract with other entities to implement this Agreement.

15.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without

being impaired or invalidated in any way.

15.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

15.9 Grantee, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

15.10 On September 26, 2002 the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds, GRANTEE meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirements, including, without limitation, suspension and re-implementation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie N. Wiggins Date
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____  11/12/2022
Deputy Date

GRANTEE: City of Commerce

By: _____
Edgar Cisneros Date
City Manager

APPROVED AS TO FORM (OPTIONAL):

By: _____
 Date
General Counsel

EXHIBIT A SCOPE OF WORK

Event Name:

Eastside Open Streets Event

Event Date and Time:

The event is projected for Late Summer 2023 and proposed for Sunday, September 17, 2023 between 9 a.m. to 4 p.m.

Event Description:

East Los Angeles and the Cities of Commerce, Montebello, Pico Rivera, and Whittier, are partnering to host a region-wide Open Streets event encompassing these unique communities. The City of Commerce is the lead agency applying for the Grant on behalf of the partner agencies. This significant Eastside Open Streets Event will help further establish a lasting bond and connection between these communities that will be strengthened by the future Metro Gold Line Extension Phase II which will serve all these communities. The Open Streets Event is along Atlantic Boulevard and will mostly include Whittier Boulevard, connecting the five regions starting at the Atlantic Gold Line Metro Station (Atlantic Boulevard and Pomona Boulevard) in East Los Angeles and continuing through the Cities of Commerce, Montebello, Pico Rivera, and Whittier along approximately ten (10) miles of surface streets. Portions of Atlantic Boulevard, Whittier Boulevard, Garfield Avenue, Flotilla Street, Hadley Street, and Greenleaf Avenue will be closed to cars and strictly open to non-motorized transportation, with strategically planned vehicle crossings along the route. A few of the key transit hubs along the route include the Atlantic Gold Line Metro Station and the Commerce/Montebello Metrolink Station located on Flotilla Street, in the City of Montebello and uptown Whittier area in the City of Whittier. The route will also connect a larger radius of riders via the Greenway Trail, as well as the San Gabriel and Rio Hondo Regional Bike Paths to promote access to the event via active transportation modes. The goal of this regional partnership is to host an open streets event that will encourage sustainable modes of transportation (bicycling, walking, and transit) in this region of Los Angeles County and provide an opportunity for civic engagement that can foster the development of this area's multi-modal policies.

The proposed route will give community members, residents, and visitors the opportunity to focus and engage with one another in these neighboring communities as participants self-propel through the streets as pedestrians, bicyclists, skateboarders, roller skaters and others using alternative forms of non-motorized active transportation modes. The event will encourage participants to become more open to exploring their communities and neighborhoods in the safety of a car-free environment.

The City of Commerce Transportation Department, Montebello Bus Lines, and respective partner agency transportation departments plan to provide support services at various locations throughout the route. Walking, biking, use of public transportation

(bus, metro, transit) and other forms of active transportation will be highly encouraged. Local retailers, food trucks, restaurants, vendors, non-profits, community organizations, entertainment and such will be invited to strategically expand their operation into the street and set up during the event.

An important goal for an open streets event like the one proposed will be an opportunity for this vibrant community in this portion of Los Angeles County to experience sustainable modes of transportation (bicycling, walking, and transit) and provide an opportunity for civic engagement that can foster the development of this region's multi-modal policies.

Event Location:

The proposed event will connect East Los Angeles, the Cities of Commerce, Montebello, Pico Rivera, and Whittier along approximately ten (10) miles of streets. The Open Streets Event is mostly along Atlantic Boulevard and Whittier Boulevard connecting the five regions starting at the Atlantic Gold Line Metro Station (Atlantic and Pomona Boulevard) in East Los Angeles and continuing through the Cities of Commerce, Montebello, Pico Rivera, and Whittier along approximately ten (10) miles of streets. Portions of Atlantic Boulevard, Whittier Boulevard, Garfield Avenue, Flotilla Street, Hadley Street, and Greenleaf Avenue will be closed to cars and open to non-motorized transportation, with limited vehicle crossings along the route.

Roles and Responsibilities:

East Los Angeles and the Cities of Commerce, Montebello, Pico Rivera, and Whittier, are partnering to host a region wide Open Streets event in this region of Los Angeles County. The City of Commerce is the lead agency applying for the grant on behalf of the partner agencies and will serve as the primary grant recipient and project manager.

East Los Angeles and the Cities of Commerce, Montebello, Pico Rivera, and Whittier plan to engage with local organizations, non-profits, law enforcement, and area businesses to provide activities, amenities, and entertainment, with food trucks and other event activities along the route for the duration of the event. The partnering agencies plan to retain the assistance of an organization/event producer/consultant with experience with similar open streets event production for outreach and programming, and may undergo a procurement process consistent with each agencies policies before finalizing a partnership. Additional dual role responsibilities shared between the contracted event producer and the partnering agencies will be tasks such as community outreach, program/event curation, marketing, project evaluation, day of event staging, and portions of pre-event planning. Each participating agency will also be tasked with overseeing their own traffic control and closure management along the route within their respective jurisdictions.

The partner agencies plan to engage with the Gateway Cities Council of Governments (COG) and business chambers to conduct outreach to local businesses and encourage engagement between businesses and participants to promote the event. The partner agencies also plan to work with local groups and officials to promote the event as an opportunity to encourage visitors to explore the region.

East Los Angeles and the Cities of Commerce, Montebello, Pico Rivera, and Whittier will be responsible for delivering safe streets for their respective jurisdictions along the route before and during the event. The partner agencies plan to partner with a consultant/event producer who will handle pre-planning, outreach, communication, programming, permitting, city agency coordination, day-of-implementation, volunteer management, hub development, sponsorships, and all necessary signage on the entire route.

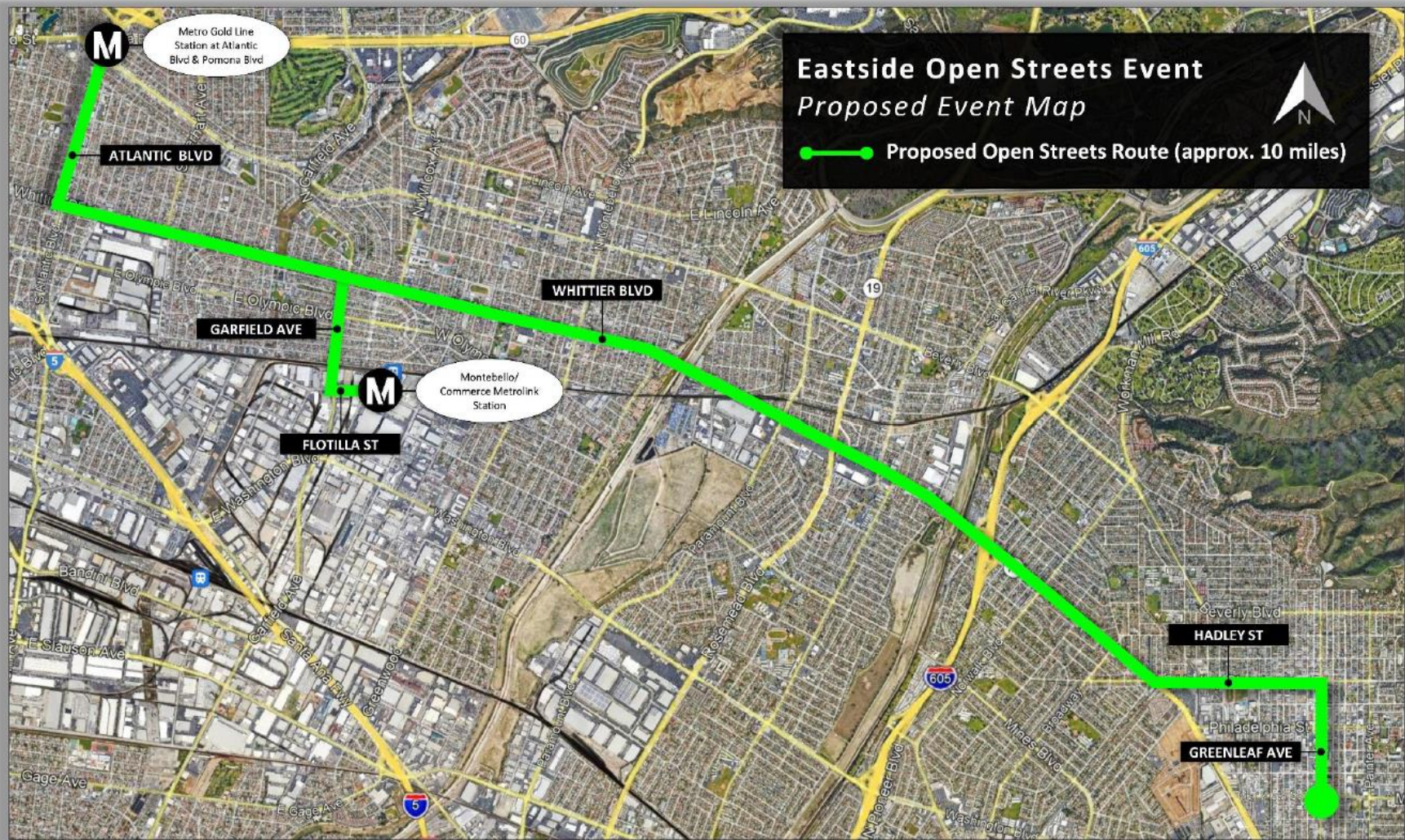
To help ensure the success of the event, a multi-agency effort with several departments within Los Angeles County and the Cities of Commerce, Montebello, Pico Rivera, and Whittier will participate in the pre-planning and organization of the event. Each partner agency will assign the appropriate staff from their respective agency departments to comprise of a multi-jurisdictional steering committee to oversee the successful implementation of the open streets event.

All partner agencies plan to work with public transportation entities to facilitate active transportation connections between, to, and from access points along the proposed route. The partner agencies and consultant/event producer will work with multiple agency departments to schedule and manage law enforcement and traffic enforcement, and acquire any necessary permits and insurance for the event. The partner agencies will also engage and work with Metro concerning their bus stops along the event routes.

Roles and Responsibilities Chart		
Task	Primary Lead Party	Secondary Lead Party
Project and Grant Administration	City of Commerce	Consultant/Event Producer East Los Angeles, and Cities of Montebello, Pico Rivera, and Whittier
Overall Program/Event Management	Consultant/Event Producer would be the primary lead in consultation with the City of Commerce.	Consultant/Event Producer would be the primary lead in consultation with East Los Angeles, and Cities of Commerce, Montebello, Pico Rivera, and Whittier.
Community & Business Outreach	To be determined by each of the participating cities.	Consultant/Event Producer City Chambers
Curating Programming	Consultant/Event Producer in consultation with the partner agencies (East Los Angeles, and Cities of Commerce, Montebello, Pico Rivera, and Whittier)	City of Commerce as Overall Program/Event Management with direction from the Steering Committee.
Marketing & Promotion	Consultant/Event Producer	Partner agencies (East Los Angeles, and Cities of Commerce, Montebello, Pico Rivera, and Whittier) City Chambers

Law Enforcement, Permits, Insurance	Partner agencies (East Los Angeles, and Cities of Commerce, Montebello, Pico Rivera, and Whittier)	Local Law Enforcement, Public Safety Personnel, Consultant/Event Producer
Evaluation	Consultant/Event Producer	Partner agencies (East Los Angeles, and Cities of Commerce, Montebello, Pico Rivera, and Whittier)

EVENT MAP



**EXHIBIT B
FINANCIAL PLAN**

The total cost of the Project is \$625,000*. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Category	<u>Metro Grant Award</u>	<u>Local Match</u>
Non-Infrastructure	\$500,000	\$125,000*

Sources of Local Financial Assistance

<u>Funding Source</u>	<u>Amount</u>
In-Kind (20%)	\$125,000*

*If funded, the partner agencies have committed to identifying additional funding sources that can total up to \$200,000 or more in monetary funds on top of the 20% total local match for successful implementation of the open streets event.

Local Match

FUNDING SOURCES	TOTAL (\$)	PC25 (\$) Metro Funding	LOCAL (\$)¹ City Funding
Metro Grant Award And Local Match	\$625,000.00	\$500,000.00	\$125,000.00*

ELIGIBLE COSTS	TOTAL (\$)	PC25 (\$)	LOCAL (\$)¹
Outreach cost	\$125,000	\$100,000	\$25,000
Pre-event Planning costs	\$231,250.00	\$185,000.00	\$46,250.00
Event Day costs (Staffing, rentals, permits, etc.)	\$268,750.00	\$215,000.00	\$53,750.00
Total	\$625,000	\$500,000	\$125,000

1. In-kind local contribution as required by the Metro Open Streets Grant Program

EXHIBIT C
STANDARDIZED DATA COLLECTION TEMPLATE

METRO OPEN STREETS
PARTICIPANT / VOLUNTEER ANECDOTAL INTERVIEWS

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how the open street events affect neighborhoods where the events take place. We are conducting interviews with participants and volunteers along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Any personally identifiable information collected through this survey is collected solely for the purpose of contacting you to clarify any information provided, if needed. Any personally identifiable information collected will not be sold or otherwise be distributed outside of the City of Commerce government or LA Metro. Do I have your permission to record this interview?

1. Are you participating in the event today?
 - a. If yes: Is this your first time participating in an open street event?
 - b. If no: Where have you participated previously?

2. Not including today, have you ever participated in an Open Streets event similar to this, or CicLAvia, in the past?
 - a. Yes
 - b. No

3. How long are you staying at the Open Streets event today?
 - a. Less than 30 minutes
 - b. 30 to less than 60 minutes
 - c. Between 1 and 2 hours
 - d. Between 2 and 3 hours
 - e. More than 3 hours

4. Do you perceive this open street event as improving this neighborhood / community?

5. How did you arrive at today's event?

a. Automobile	b. Bike	c. Walk
d. Other wheeled device	e. Transit (Rail)	f. Transit (Bus)

6. If you used Metro for transportation to the event.
 - a. How did you access Metro today?

a. Automobile	b. Bike	c. Walk	d. Other wheeled device
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 - b. Do you ever ride Metro?

a. Never	b. Less than once a month	c. Several times a month	d. Several times a week	e. Daily
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7. After today's event, your use of transit is likely to:
a. Increase b. Stay the same c. Decrease d. Don't know
8. After today's event, how likely are you to walk in your neighborhood? Please rank on a scale from 1 to 5 with 1 being least likely and 5 being most likely.
9. After today's event, how likely are you to ride a bike on city streets? Please rank on a scale from 1 to 5 with 1 being least likely and 5 being most likely.
10. Would you like to see this event in your neighborhood?
a. If yes: How often?
11. May we follow up with you after today to ask a few questions about your experience at the open street event?
a. If yes: Please provide contact information below.
12. What is your 5-digit zip code?
13. What is your gender?
a. Male
b. Female
c. Other
14. What is your age group?
a. 17 or younger
b. 18-29
c. 30-39
d. 40-49
e. 50-59
f. 60 or older

Participant name:

Email or phone number:

METRO OPEN STREETS PARTICIPANT METRO RAIL SURVEY

1. Are you participating in today's Open Streets event?
a. Yes
b. No
2. Is this your first-time riding Metro rail?
a. Yes (Go to question 6)
b. No (Go to question 5)
3. What best describes your use of public transit?
a. Daily

- b. More than once a week
 - c. Once a week
 - d. Once a month
 - e. Less than once a month
4. After today's event would you use public transit again in the future?
- a. Yes
 - b. No
 - c. I don't know
5. If you weren't participating in today's event, would you have used public transportation today?
- a. Yes
 - b. No
 - c. I don't know
6. What is your 5-digit zip code?
- a. Zip Code:

METRO OPEN STREETS BUSINESS OWNER ECONOMIC BENEFIT INTERVIEWS AFTER EVENT

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how open street events affect neighborhoods and businesses where the events take place. We are conducting interviews with businesses along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Do I have your permission to record this interview?

15. Did you experience the open streets event?
- a. If yes: What do you understand the event to be?
16. Did your business participate and/or interact in the open streets event?
- a. If yes: How did your business participate and/or interact with the event?
17. Did the open street event bring new or more patrons to you?
18. How did the event affect your business? Please rank on a scale from 1 to 5 with 1 affecting your business the least and 5 affecting your business the most.
19. How did the event affect your community? Please rank on a scale from 1 to 5 with 1 affecting your community the least and 5 affecting your community the most.
20. Did your business experience any change in sales volume during the event?
- a. Are you willing to share sales volume information from the event as compared to a non-event Sunday?
21. How often would you like to see this event return to this street and/or this neighborhood?
- a. Never
 - b. Once every other year
 - c. Once a year
 - d. More than once a year

22. Do you have any other thoughts to add about this event?

Business name:

Describe business:

METRO OPEN STREETS BUSINESS OWNER ANECDOTAL INTERVIEWS DAY OF EVENT

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how open street events affect neighborhoods and businesses where the events take place. We are conducting interviews with businesses along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Do I have your permission to record this interview?

23. Are you familiar with the open streets event today?

a. If yes: What do you understand the event to be?

24. Is your business participating and/or interacting with the open streets event today?

a. If yes and held previously in the community: Is this your first time participating in an open street event?

b. In what way will your business participate and/or interact with today's event?

25. Does your business do any type of marketing or advertising?

a. If yes: What type of advertising do you do?

b. Do you believe this event may bring better recognition to the products or services your business offers?

26. Have you noticed any changes in your customer volume or demographics today?

27. What effect do you believe today's event has on this community? Please rank on a scale of 1 to 5, with 5 being the most positive and 1 being the least positive.

28. What effect do you believe today's event has on your business? Please rank on a scale of 1 to 5, with 5 being the most positive and 1 being the least positive.

29. Would you like to see this event return to this street at another point in the future?

a. If yes: How often would you like to see this event happen?

b. If no: Would you recommend this event to happen on a different street in this neighborhood?

30. In the past has your business supported transportation improvements, particularly for public transit, walking or riding a bike in this community?

31. Do you believe that by experiencing today's event your business may support these improvements in the future?

32. Do you think this community would benefit from future transportation improvements, particularly those for riding a bike, walking and/or public transit?
33. Can I come back after the event and ask you some follow-up questions? If yes, when would be a good time?
34. Do you have any other thoughts to add about this event?

Business name:

Describe business: