DATE: June 6, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Agreement with the California Department of Transportation (Caltrans) for the Inglewood Transit Connector Project

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Adopt a resolution 1) approving the execution of and entrance into the Agreement between California Department of Transportation (Caltrans) and the City of Inglewood in an amount not to exceed $9,000,000; and 2) authorizing the Mayor to execute the Agreement with Caltrans on behalf of the City of Inglewood;

-AND-

2. Direct staff to provide the State of California with a copy of the resolution of the City of Inglewood, which by law has the authority to enter into an agreement, authorizing execution of the agreement.

BACKGROUND:
The Inglewood Transit Connector Project (Project) is a 1.6-mile, fully-elevated, automated transit system that will connect the Los Angeles County Metropolitan Transportation Authority’s newest light rail transit, the K Line, at the Downtown Inglewood Station, to South Los Angeles’ new and emerging entertainment & sports venues, housing developments, employment centers, and major regional commercial hubs along Prairie Avenue in the City of Inglewood. The Project will address a first/last mile gap in the region’s transit system, reduce vehicle miles traveled and greenhouse gases, improve safety, and support workforce development and small business opportunities during construction and operations.

Section 19.56, subdivision (g)(1)(AU) of the Budget Act of 2022 appropriated $9,000,000 (the Funds) from the State General Fund to Caltrans to be allocated to the City for the ITC Project. The City must enter into an agreement with Caltrans for the agency to encumber the funds and execute a full grant award to the City in Fiscal Year 2022-2023.
DISCUSSION:
The Funds from Caltrans may be used to support the following components of the ITC Project:
- Project administration and management;
- Design, engineering, and other predevelopment activities, including permits and fees;
- Implementation of the Project’s Public Art Program;
- Strategies to minimize impacts to surrounding businesses and businesses that must be
  relocated to implement the Project;
- Right of Way Acquisition;
- Outreach Efforts; and
- Construction Costs.

The ITC Project has completed several project development milestones, including securing over
$765 million in State and regional funds. This includes $95.2 million from the California State
Transportation Agency's Transit and Intercity Rail Capital Program and $233.7 million from local
Metro Measure R funds. On January 31, 2023, the California State Transportation Agency awarded
the project an additional $407.364 million in Transit and Intercity Rail Capital Funds. In addition, the
ITC Project has been awarded a $15 million Rebuilding American Infrastructure with Sustainability
and Equity (RAISE) grant and a $5 million appropriation through the US Department of
Transportation. The City is also pursuing a Capital Investment Grant through the Federal Transit
Administration to fully fund the design and construction of the ITC Project.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Following processing of the agreement with Caltrans, funds in the amount of $9,000,000 will be
available under Account Code No. 223.32510

<table>
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<tr>
<th>AGREEMENT</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<td>Grant funds to support the Inglewood Transit Connector Project</td>
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<td>TOTAL</td>
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<td>$9,000,000</td>
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DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Resolution with Exhibit A

PREPARED BY:
Louis Atwell, Director of Public Works

COUNCIL PRESENTER:
Louis Atwell, Director of Public Works
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/ASSISTANT CITY MANAGER APPROVAL: Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL: Artie Fields, City Manager
Attachment No. 1
RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
INGLEWOOD, CALIFORNIA, APPROVING THE EXECUTION OF FUNDS TRANSFER
AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND
THE CITY OF INGLEWOOD

WHEREAS, the City of Inglewood (the City) is carrying out a competitive procurement for the
Inglewood Transit Connector Project (the Project), a 1.6-mile, fixed aerial guideway system that is being
designed to connect downtown Inglewood and the Metro K Line station to the City's new entertainment
and mixed use venues; and

WHEREAS, Section 19.56, subdivision (g)(1)(A)(U) of the Budget Act of 2022 of California (the
Act) appropriated $9,000,000 (the Funds) from the State General Fund to the California Department of
Transportation (Caltrans), to be allocated to the City for Project; and

WHEREAS, Caltrans determined the best method for allocation to ensure the funds are used for
the purposes specified in Section 19.56 of the Act is by entering into the Funds Transfer Agreement (the
Agreement) with the City.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD DOES
HEREBY RESOLVE AS FOLLOWS:

Section 1. The City's execution of and entrance into the Agreement in the form attached to
these resolutions as Exhibit "A" is hereby approved.

Section 2. James T. Butts Jr., in his capacity as the Mayor of the City, is hereby authorized
to execute the Agreement on behalf of the City.

Section 3. The City Clerk shall certify to the adoption of this resolution and the same shall
be in full force and effect immediately upon adoption.

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PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2023.

_____________________________
James T. Butts Jr. MAYOR

ATTEST:

_____________________________
Aisha L. Thompson, City Clerk
EXHIBIT “A”
Funds Transfer Agreement Between the California Department of Transportation
and the City of Inglewood

1.1 The California Department of Transportation (Caltrans) and the City of Inglewood (the City) hereby enter into this Funds Transfer Agreement (Agreement) on the terms and conditions set forth below.

1.2 This Agreement is not valid until signed by both parties. This Agreement shall expire on the City’s completion of its obligations under this Agreement but may be extended by amending this Agreement.

BACKGROUND

2.1 Section 19.56, subdivision (g)(1)(AU) of the Budget Act of 2022 (the Act) appropriated $9,000,000 (the Funds) from the State General Fund to Caltrans, to be allocated to the City for the Inglewood Connector.

2.2 Caltrans determined the best method for allocation to ensure the funds are used for the purposes specified in Section 19.56 of the Act is a funds transfer agreement.

2.3 Project Need and Goal

The Inglewood Transit Connector Project (Project) is a 1.6 mile, fully elevated, automated transit system, that will connect the Los Angeles County Metropolitan Transportation Authority’s newest light rail transit, the K Line, at the Downtown Inglewood Station, to South Los Angeles’ new and emerging entertainment & sports venues, mixed-use housing developments, employment centers, and major regional commercial hubs along Prairie Avenue in the City of Inglewood. The Project will not only address a first/last mile gap in the region’s transit system, but reduce vehicle miles traveled and greenhouse gases, improve safety, and support workforce development and small business opportunities during both construction and operations.

SCOPE OF WORK

3.1 The Funds provided under this Agreement may be used to support the following components of the Project:

- Project administration and management
- Design, engineering and other predevelopment activities, including permits and fees
- Implementation of the Project’s Public Art Program
Funds Transfer Agreement Between the California Department of Transportation and the City of Inglewood

- Strategies to minimize impacts to surrounding businesses and businesses that must be relocated to implement the Project
- Right of Way Acquisition
- Outreach Efforts; and
- Construction Costs

The Project limits extend approximately 1.6 miles along Market Street, Manchester Boulevard, and Prairie Avenue in the City of Inglewood. The northern portion of the alignment begins at Market Street and Florence Avenue and runs south for approximately 0.35 miles along Market Street, turning east at Manchester Boulevard for another 0.50 miles, and then turns south on Prairie Avenue for approximately 0.75 miles ending north of Century Boulevard at Hardy Street. Three stations are proposed adjacent to the public right of way on privately-owned land that will be acquired as part of the proposed Project.

3.2 The City shall only use Funds for the Project specified in the Act. The City’s self-attestation verifying the intended use of funds shall be provided to the Department prior to the release of any funds.

FUNDING, COSTS, COST LIMITATION, & PAYMENT

4.1 The Funds will be encumbered within 2 days of the effective date of this Agreement. Pursuant to Section 19.56 of the Act, funds must be encumbered by June 30, 2024, and expended by June 30, 2026, or the funds will revert to the State’s General Fund by operation of law.

4.2 Payments shall be made as authorized by Sections 19.56(a) of the Act, including, but not limited to the provisions noted below:
   a. Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.
   b. Funding provided in this section shall not be used for a purpose subject to Section 8 of the Article XVI of California Constitution.

4.3 Within 30 days of expending all of the Funds or upon completion or termination of Project, whichever comes first, the City shall submit to Caltrans a Project Closeout Report. The Project Closeout Report at a minimum shall include
Funds Transfer Agreement Between the California Department of Transportation and the City of Inglewood

a description of completed Project component(s) and a description of Project outcomes. Photographs of the Project are encouraged to be included.

4.4 Any Project costs paid using the Funds that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200, are subject to repayment by the City to Caltrans.

4.5 The City shall return any unspent Funds to Caltrans at the conclusion, completion, or termination of the Project.

4.6 Upon written demand by STATE, any overpayment to the City of amounts invoiced to CALTRANS shall be returned to STATE.

4.7 Should the City fail to refund any moneys due CALTRANS as provided herein or should the City breach this AGREEMENT by failing to complete Project without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amounts paid by or owed to CALTRANS for each Project, from future apportionments or any other funds due the City from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE-FUNDED projects proposed by ADMINISTERING AGENCY.

INQUIRIES & NOTICES

5.1 All inquiries during the term of this Agreement will be directed to the representatives listed below:

For Caltrans:
Name: Maria Katindig
Address: Caltrans District 7, 100 S Main Street, Los Angeles, California 90012
Phone Number: (213) 266-3573
Email: maria.katindig@dot.ca.gov

For City of Inglewood:
Name: Louis Atwell, Assistance City Manager, Public Works Department
Address: Inglewood City Hall, 1 Manchester Blvd, Inglewood, California 90301
Phone Number: (310) 412-5333
Email: latwell@cityofinglewood.org
Funds Transfer Agreement Between the California Department of Transportation and the City of Inglewood

5.2 Each party may change their representative listed above upon 10 calendar days' written or emailed notice to the other party and without the need for amending this Agreement.

OTHER TERMS & CONDITIONS

6.1 Drug-Free Workplace Requirements: The City will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:
   1) the dangers of drug abuse in the workplace;
   2) the person’s or organization’s policy of maintaining a drug-free workplace;
   3) any available counseling, rehabilitation and employee assistance programs; and,
   4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:
   1) receive a copy of the company’s drug-free workplace policy statement; and,
   2) agree to abide by the terms of the company’s statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the City may be ineligible for award of any future State agreements if Caltrans or the State Department of General Services determines that any of the following has occurred: The City has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

6.2 Conflict of Interest: The City needs to be aware of the following provisions regarding current or former state employees. If the City has any questions on the status of any person rendering services or involved with the Agreement, Caltrans must be contacted immediately for clarification.
Funds Transfer Agreement Between the California Department of Transportation and the City of Inglewood

**Current State Employees (Pub. Contract Code §10410):**
1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contract Code §10411):**
1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If the City violates any provisions of above paragraphs, such action by the City shall render this Agreement void. (Pub. Contract Code § 10420.) If the Agreement is rendered void, the City shall return all Funds.

6.3 **Labor Code/Workers' Compensation:** The City needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and the City affirms to comply with such provisions before commencing the performance of the work described in this Agreement. (Labor Code § 3700.)

6.4. **Americans With Disabilities Act:** The City assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits
Funds Transfer Agreement Between the California Department of Transportation and the City of Inglewood

discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)

6.5. City Name Change: An amendment is required to change the City’s name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6.6. Resolution: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

6.7. Air or Water Pollution Violation: Under State law, the City shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

6.8. Audit: The City agrees that Caltrans, the California Department of General Services, the California State Auditor’s Office, or other State agency with a legitimate business purpose, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The City agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

6.9. Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Any amendment signed by the City must be approved by its Board of Directors as evidenced by a resolution, order, motion, or ordinance of the City and a copy provided to Caltrans. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

6.10. Caltrans and the City shall continue with their responsibilities under this Agreement during any dispute.

6.11 This Agreement may be executed in separate counterparts.
Funds Transfer Agreement Between the California Department of Transportation and the City of Inglewood

6.12 An electronically signed copy of this Agreement shall have the same force and effect as if it were signed manually.

6.13 Should the City be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if the City is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, CALTRANS is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV – 21, from those constituent entities comprising a joint powers authority or by bringing of an action against the City or its constituent member entities, to recover all funds provided by CALTRANS hereunder.

State:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Printed Name: Jeanie Ward-Waller
Signature: __________________________
Deputy Director for Planning & Modal Programs
Date: __________________________

Local Agency:

CITY OF INGLEWOOD
Printed Name: James T. Butts, Jr.
Signature: __________________________
Title: Mayor, City of Inglewood
Date: __________________________

Attest:

By: __________________________
    Aisha L. Thompson, City Clerk
Date: __________________________

Approved As To Form:

By: __________________________
    Kenneth R. Campos, City Attorney
Date: __________________________
Funds Transfer Agreement Between the California Department of Transportation and the City of Inglewood

Accounting Certification

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<th>Jennie Yee</th>
<th>Accounting Officer Printed Name</th>
<th>5/1/2023</th>
<th>$9,000,000.00</th>
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For Caltrans Use Only

I hereby certify upon my own personal knowledge that budgeted funds are available for encumbrance.

Jennie Yee

Accounting Officer Signature