

## ATTACHMENT B - COUNTY AGREEMENT TERM SHEET

### 1 Parties:

- a. County of Los Angeles acting through its Community Development Commission of the County of Los Angeles (CDC)
  - i. The CDC pursuant to the Master Agreement dated August 7, 2012, and Board of Supervisors action on October 13, 2015 and subsequent date of \_\_\_\_\_, 2016, will be executing the MOU on behalf of the County and substantially performing the County responsibilities under the MOU.
  - ii. All references to the County shall also mean the CDC acting on behalf of the County.
- b. Los Angeles County Metropolitan Transportation Authority (Metro)

### 2 Properties subject to MOU:

#### a. **County Properties**

- i. 3606 W. Exposition Boulevard, Los Angeles (Probation Department Site)
- ii. 923 E. Redondo Boulevard, Inglewood (Department of Public Social Services Site)

#### b. **Metro Property:**

- i. Southeast corner of Exposition Boulevard and Crenshaw Boulevard (which consists of the parcels with the following addresses: 3630 S. Crenshaw Blvd., 3642 S. Crenshaw Blvd., 3510 W. Exposition Blvd., 3505 Rodeo Rd. and 3635 S. Bronson Ave.)

#### c. **Ownership:**

- i. County shall retain ownership interest in County Property.
- ii. Metro shall retain ownership in the Metro Property.

### 3 **Joint Development Process**

#### a. **General**

- i. As more specifically described herein, Metro and CDC will work jointly to administer the joint development of the County and Metro Properties including soliciting, selecting and negotiating with a developer(s) for the County and Metro Properties and coordinating with the developer and overseeing construction of the joint development project. Upon completion of the joint development project, the County will be responsible for the operations and management of its County Property unless directed otherwise by the Board of Supervisors, and Metro will be responsible for the operations and management of the Metro Property.

- ii. For the form of documents and agreements, Metro and CDC will use Metro's standard procurement documents and joint development agreements as modified to include any County required language as requested by CDC.
- iii. The Metro Property and the Probation Department Site will be made available for development as part of the same Request for Proposal, as mutually agreed to by Metro and CDC.
- iv. The Department of Public Social Services Site will be made available for development in a separate Request for Proposal. Metro and CDC will jointly select the proposer for this site.
- v. The policies of both the County and Metro will apply to these joint development transactions, and to the extent that the policies are in conflict, the more stringent policy will apply.

**b. Request for Proposal (RFP) and Exclusive Negotiation Agreement (ENA)**

- i. Metro will handle all administrative tasks associated with issuing and processing the RFP in compliance with Metro and County policies and procedures, including, without limitation, any advertising requirements and being the single point of contact during the procurement process.
- ii. Metro will issue an RFP with an attached ENA in forms mutually agreed upon by CDC and Metro. The RFP will include Metro's board adopted development guidelines for the sites and any County requirements as requested by CDC, including any requirement to leaseback to County space in the proposed development.
- iii. Metro, County and CDC will have members of the proposal evaluation process and developer selection.
- iv. Metro, in consultation with the CDC, will hire third-party consultants, including outside legal counsel and economists, as needed to assist with the evaluation of proposals and negotiation of ENA.
- v. CDC will obtain all authorizations needed from the County to allow Metro to jointly issue the RFP and for CDC to enter into the ENA with the selected developer.
- vi. Metro and CDC will work cooperatively and in good faith to process the RFP including, without limitation, timely meeting all deadlines, and responding to proposers by providing information and documentation regarding their respective properties.

**c. Joint Development Agreement (JDA) and Ground Lease (GL)**

- i. Metro and CDC will both participate in the negotiations of the JDA and GL.

- ii. Metro, in consultation with the CDC, will hire third-party consultants, including outside legal counsel, as needed to assist with the negotiation of the JDA and GL.
- iii. CDC will obtain all authorizations needed from the County to allow CDC to enter into the JDA and GL with the selected developer.

#### **4 Other Obligations of the Parties**

- a. Metro and CDC will work cooperatively to seek street vacation at the Probation Department Site and exploring an additional Metro Rail station entrance on the Probation Department Site. This may include requiring the developer to provide the plaza and real estate for the station entrance as part of a joint use requirement.
- b. Metro and CDC will remain responsible for the cost for any environmental remediation needed, if any, on their respective properties. Metro will not assume any liability or obligation to remediate the County Properties as part of this agreement. County will not assume any liability or obligation to remediate the Metro Property as part of this agreement.
- c. Metro will be reimbursed for third party costs incurred in connection with the development of the County Properties as follows: Metro will receive 100% reimbursement of the third party costs incurred for the Department of Public Social Services Site and 100% reimbursement of the third party costs incurred for the Probation Department Site with the exception of any costs which are customarily recovered from the developer. Reimbursement for these costs as well as costs incurred in connection with the predevelopment activities will have the first priority on future revenues generated from the developments.
- d. County will have no obligation to pay for third party costs incurred in connection with the development of the Metro Property.

#### **5 Schedule:**

- a. The County anticipates it will vacate the Probation Department Site by \_\_\_\_TBD\_\_\_\_ and the Department of Public Social Services Site by \_\_\_\_TBD\_\_\_\_. CDC will advise Metro of the relocation efforts which may affect availability of these two County sites.
- b. Metro and CDC will evaluate any impact to schedule and the development from timely adoption of planning regulatory documents in LA and Inglewood.
- c. Metro anticipates the Crenshaw/LAX Project construction will be complete by 2019 which leaves the Metro Property available for the development. Metro will advise CDC of the Crenshaw/LAX Project construction progress which may affect availability of the Metro Property.