

**MEASURE M FUNDING AGREEMENT  
MULTI-YEAR SUBREGIONAL PROGRAMS**

This Funding Agreement ("FA") is made and entered into effective as of [INSERT FA PROCESSING DATE] ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and South Bay Cities Council of Governments ("GRANTEE") for planning activities for (0.5%) for the South Bay Highway Operational Improvements Program, South Bay Transportation System & Mobility Improvement Program #1, and South Bay Transportation System & Mobility Improvement Program #2, LACMTA Project ID# MM [Insert Project #] (the "Project"). This Project is eligible for funding under Lines 50, 63, and 66 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund South Bay Multi-Year Subregional Program Planning Activities (0.5%) for the South Bay Highway Operational Improvements Program, the South Bay Transportation System & Mobility Improvement Program #1, and the South Bay Transportation System & Mobility Improvement Program #2.

WHEREAS, the LACMTA Board, at its June 22, 2017 meeting, adopted the Measure M Master Guidelines which allows resources (not to exceed 0.5%) to support the Multi-Year Subregional Program Project Development Process.

WHEREAS, the 0.5% Planning Funds are currently allowable for Measure M Programmed Funds as follows:

1. For South Bay Highway Operational Improvements Program (Measure M Expenditure Plan Line 63) - \$36,500 in FY 19-20; \$36,000 FY 20-21; \$33,500 in FY 21-22; and \$26,000 in FY 22-23. The total designated for the 0.5% phase of the South Bay Highway Operational Improvements Program is \$132,000.
2. For South Bay Transportation System & Mobility Improvement Program #1 Program (Measure M Expenditure Plan Line 50) - \$18,400 in FY 18-19; \$18,400 in FY 19-20; \$18,400 in FY 20-21; \$18,400 in FY 21-22; and \$18,400 in FY 22-23. The total designated for the 0.5% phase of the South Bay Highway Operational Improvements Program #1 is \$92,000.
3. For South Bay Transportation System & Mobility Improvements Program #2 (Measure M Expenditure Plan Line 66) - \$103,000 in FY 18-19; \$103,000 in FY 19-20; \$103,000 in FY 20-21; \$103,000 in FY 21-22; and \$103,000 in FY 22-23.

The total designated for the 0.5% phase of the South Bay Highway Operational Improvements Program during the first five fiscal years of the programs is \$515,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Quarterly Progress/Expenditure Report
8. Attachment E – Special Grant Conditions [remove if none]
9. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

FTIP #: \_\_\_\_\_  
Subregion ID: \_\_\_\_\_

Project#: MMXXX.XX  
FA# 9200000000MXXXXX

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Phillip A. Washington  
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy

GRANTEE:

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
KURT WEIDEMAN  
Board of Directors Chair

APPROVED AS TO FORM:

MICHAEL JENKINS  
Counsel to the South Bay Cities Council of Governments

By: \_\_\_\_\_ Date: \_\_\_\_\_  
MICHAEL JENKINS  
Counsel to the South Bay Cities Council of Governments

**PART I**  
**SPECIFIC TERMS OF THE FA**

1. Title of the Project (the "Project"): Planning activities (0.5%) for the first five fiscal years of the following Measure M South Bay Multi-Year Subregional Programs: South Bay Highway Operational Improvements, Transportation System & Mobility Improvements #1, and Transportation System & Mobility Improvements #2. LACMTA Project ID# MM [REDACTED].
2. Grant Funds:
  - 2.1 Programmed Funds for this Project consist of Measure M Funds.
  - 2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$739,000 (the "Fund") for the Project. LACMTA Board of Directors' action of [Insert board meeting date, NOT P&P date] granted the Measure M Funds for the Project. The Funds are programmed over 5 years for Fiscal Years (FY): FY 2018-2019, FY 2019-2020, FY 2020-2021, FY 2021-2022, and FY 2022-2023.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Senior Executive Officer managing

the Measure M Multi-Year Subregional Program. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the “Scope of Work”. The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or in deliver of the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE’s ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-1. In no event can the final milestone date be amended by a Quarterly Progress/Expense Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the “Project Reporting & Expenditure Guidelines”. GRANTEE shall complete the “Quarterly Progress/Expenditure Report”. The Quarterly Progress/Expenditure Reports are attached to this FA as Attachments D-1 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. GRANTEE shall comply with the “Special Grant Conditions” attached as **Attachment E**, if any.

10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, Financial Plan, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

FTIP #: \_\_\_\_\_  
Subregion ID: \_\_\_\_\_

Project#: MMXXX.XX  
FA# 9200000000MXXXXX

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: [Insert project manager name]  
LACMTA Project Manager  
Mail Stop: \_\_\_\_\_  
Phone: (213) \_\_\_\_\_-\_\_\_\_\_  
Email: \_\_\_\_\_@metro.net

14. GRANTEE's Address:

South Bay Cities Council of Governments  
20285 Western Ave., Torrance CA 90501  
Jacki Bacharach, Executive Director  
Phone: (310) 371-7222  
Email: jacki@southbaycities.org

**PART II**  
**GENERAL TERMS OF THE FA**

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:

[ACCOUNTSPAYABLE@METRO.NET](mailto:ACCOUNTSPAYABLE@METRO.NET) (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# [Insert #] and FA# FA920000000M[Insert #]

[Insert LACMTA Project Manager Name; Mail Stop 99-\_\_ -\_\_]

#### 4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose



must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

## 5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements 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/call\\_projects/call\\_projects-reference-documents/](http://www.metro.net/projects/call_projects/call_projects-reference-documents/). GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

## 6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-1) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. GRANTEE shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six

months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 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"). Such 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.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.3 and 6.4 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.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

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 FA.

6.8 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.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds 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 FA, including the access to records provisions of Part II, Section 6.

## 7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

## 8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant 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 as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA

shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

## 9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within ninety (90) days of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

- (ii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
- (iii) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (iv) Expending the Funds granted under this FA for allowable costs within **three** years or **36** months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2018-2019 are subject to lapse by June 30, 2022. All Funds programmed for FY 2019-2020 are subject to lapse by June 30, 2023. All Funds programmed for FY 2020-2021 are subject to lapse by June 30, 2024. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2025. All Funds programmed for FY 2021-2022 are subject to lapse by June 30, 2026.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

## 10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

## 11. REMEDIES

11.1 In the event of a Default by GRANTEE, 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, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

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 FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

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

## 12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available online or from the LACMTA Project Manager. Please check with the LACMTA Project 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 latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's 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. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 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. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 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 any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability 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 risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, 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 FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA 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 including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA 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.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE 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.



**ATTACHMENT C  
SCOPE OF WORK  
SOUTH BAY MEASURE M MSP PROGRAMS  
DEVELOPMENT/PLANNING ACTIVITIES - 0.5% FUNDING**

**MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM(S):**

1. South Bay Transportation System & Mobility Improvements #2 (Expenditure Plan Line 66)
2. South Bay Highway Operation Improvements (Expenditure Plan Line 63)
3. South Bay Transportation System & Mobility Improvements #1 (Expenditure Plan Line 50)

The three programs will be developed in order of their descending amount of five-year funding availability to ensure that lesser funded programs can benefit from replicating or modifying the processes, criteria and measures developed in the predecessor plans.

**PROGRAM # 1** – South Bay Transportation System & Mobility Improvements #2 (Expenditure Plan Line 66)

**PROGRAM # 2** – South Bay Highway Operational Improvements (Expenditure Plan Line 63)

**PROGRAM # 3** – South Bay Transportation System & Mobility Improvements #1 (Expenditure Plan Line 50)

**DESCRIPTION**

The SBCCOG will develop the initial 5-year program of projects for the Measure M Multi-Year Subregional Programs #1, #2 and #3.

The SBCCOG will involve all entities within the Subregion eligible for the Measure M Multi-Year Subregional Program funding and consult with applicable public agencies regarding the composition of projects in the Plan, either directly, or through their participation in the South Bay Cities Council of Governments.

The 5-year project list development process for these three MSPs will include the following steps:

1. The SBCCOG Board will adopt, specific to these MSPs:
  - a. A project development process;
  - b. Project eligibility criteria;

- c. The public participation plan for plan development and a public participation plan template for development of the projects within each MSP; and
  - d. A performance metrics development plan.
2. SBCCOG staff will develop a project application fact sheet template to be submitted by a potential lead agency.
3. SBCCOG staff will administer a call for projects for the initial 5-year list of projects for each of the three MSPs. Applicants will need to document their conformance with the public participation plans and include relevant project performance goals.
4. SBCCOG staff will assist the potential lead agencies with the development of the candidate projects, as requested, as limited by the availability of unprogrammed South Bay MSP 0.5% funds in each of the three MSPs each fiscal year. Technical assistance consultants requiring licenses or technical expertise not available from SBCCOG program staff/consultants will be approved by the SBCCOG board. Technical assistance using 0.5% funding will be limited to pre-EIR and pre-design project development activities.
5. Metro staff will evaluate the project applications for conformance to the ordinance requirements. SBCCOG staff will evaluate project applications, taking into account the Metro staff's approval of conformance, and develop the SBCCOG staff recommendation for a 5-year program of projects using available annual funding for each MSP.
6. SBCCOG Board will adopt an initial 5-year program of projects for each MSP and will recommend each list to L. A. Metro.
7. L. A. Metro staff will review the recommended list, obtain any needed clarifications, and recommend approval of the initial 5-year project list for each of the MSPs to the Metro Board of Directors.
8. Metro Board may approve or modify the lists but must communicate the reasons to the SBCCOG and the lead agency affected
9. Metro staff will execute a funding agreement for each Metro-Board-approved project for project phases commencing with project environmental clearance and/or design.
10. The SBCCOG and L. A. Metro will update the project lists annually using an abbreviated version of the above process to document and receive necessary

approvals of changes current project scope, schedule and/or budget and to add new projects for an additional year to this MSP project list.

**ESTIMATED COSTS for PROGRAM #1 - South Bay Transportation System & Mobility Improvements #2:**

Item Description	Estimated Cost
Five-Year Programming Plan Development	206,000
4 Annual Pan Updates (Update or Amend)	309,000
Total	515,000

**SCHEDULE FOR PROGRAM #1 - South Bay Transportation System & Mobility Improvements #2:**

Milestones	Begin	End	Duration (months)
Public Participation Plan Development	7/18	9/18	3
Performance Benefit Statement Development	7/18	9/18	3
Outreach	7/18	6/23	60
Five-Year Programming Plan Development	8/18	1/19	5
Subregion Entity Plan Approval by SBCCOG Board	1/19	1/19	1
Metro Staff review / Board Approval of 5-year list	2/19	5/19	3
Metro Staff / Project Lead Agencies Execute FAs	6/19	12/19	6
Implement 4 annual Project List updates	6/19	6/23	48

**DELIVERABLES:**

- Measure M – MSP Public Participation Element
- Project Fact Sheet and Financial Plan per Project
- Five-Year Plan Programming Forecast
- 4 Annual Updates of the Five-Year Plan Forecast

South Bay Highway Operational Improvements (Expenditure Plan Line 63)

**ESTIMATED COSTS FOR PROGRAM #2 - South Bay Highway Operational Improvements (Expenditure Plan Line 63)**

Item Description	Estimated Cost
Five-Year Programming Plan Development	\$65,000
Implement 2 Annual Pan Updates (Update or Amend)	\$67,000
Total	\$132,000

**SCHEDULE FOR PROGRAM #2 - South Bay Highway Operational Improvements**  
 (Expenditure Plan Line 63):

Milestones	Begin	End	Duration (months)
Public Participation Plan Development	7/19	7/19	1
Performance Benefit Statement Development	7/19	8/19	2
Outreach	7/19	6/23	48
Five-Year Programming Plan Development	9/19	1/20	4
Subregion Entity Plan Approval by LACMTA	1/20	1/20	1
Metro Staff review / Board Approval of 5-year list	2/20	5/20	3
Metro Staff / Project Lead Agencies Execute FAs	6/20	12/20	6
Implement 3 annual Project List updates	6/20	6/23	36

**DELIVERABLES:**

- Measure M – MSP Public Participation Element
- Project Fact Sheet and Financial Plan per Project
- Five-Year Plan Programming Forecast
- 3 Annual Updates of the Five-Year Plan Forecast

**ESTIMATED COSTS FOR PROGRAM # 3 – South Bay Transportation System & Mobility Improvements #1 (Expenditure Plan Line 50):**

Item Description	Estimated Cost
Five-Year Programming Plan Development	\$18,400
4 Annual Pan Updates (Update or Amend)	\$73,600
Total	\$92,000

**SCHEDULE - PROGRAM # 3 – South Bay Transportation System & Mobility Improvements #1 (Expenditure Plan Line 50) :**

Milestones	Begin	End	Duration (months)
Public Participation Plan Development	7/18	9/18	1
Performance Benefit Statement Development	7/18	9/18	1
Outreach	7/18	6/23	60
Five-Year Programming Plan Development	8/18	1/19	5
Subregion Entity Plan Approval by SBCCOG Board	1/19	1/19	1
Metro Staff review / Board Approval of 5-year list	2/19	5/19	3

FTIP #: \_\_\_\_\_  
Subregion ID: \_\_\_\_\_

Project#: MM \_\_\_\_\_  
Funding Agreement#: FA.92000000MM \_\_\_\_\_

Metro Staff / Project Lead Agencies Execute FAs	6/19	12/19	6
Implement 4 annual Project List updates	6/19	6/23	48

**DELIVERABLES:**

- Measure M – MSP Public Participation Element
- Project Fact Sheet and Financial Plan per Project
- Five-Year Plan Programming Forecast
- 4 Annual Updates of the Five-Year Plan Forecast

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**ATTACHMENT A -PROJECT FUNDING**

Measure M South Bay 0.5% MSP Planning Activities Programs - Funding Agreement Projects - FA.92000000MMXXX

Program/Project Title: Measure M South Bay Multi-Year Subregional Program Planning Activities (0.5%)      Project#: MMXXXX

**PROGRAMMED BUDGET - SOURCES OF FUNDS**

SOURCES OF FUNDS	Prior Years	FY2018-19	FY2019-20	FY2020-21	FY 2021-22	FY2022-23	Total Budget	% of Budget
<b>LACMTA PROGRAMMED FUNDING</b>								
MEASURE M FUNDS	-	\$ 121,400	\$ 157,900	\$ 157,400	\$ 154,900	\$ 147,400	\$ 739,000	
<b>SUM PROG LACMTA FUNDS</b>	\$ -	\$ 121,400	\$ 157,900	\$ 157,400	\$ 154,900	\$ 147,400	\$ 739,000	<b>100%</b>
.....								
<b>OTHER NON LACMTA FUNDING:</b>								
<b>LOCAL:</b>							\$ -	0%
<b>STATE:</b>							\$ -	0%
<b>FEDERAL:</b>							\$ -	0%
<b>PRIVATE OR OTHER:</b>							\$ -	0%
<b>SUM NON-LACMTA FUNDS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>0</b>
.....								
<b>TOTAL PROJECT FUNDS</b>	\$ -	\$ 121,400	\$ 157,900	\$ 157,400	\$ 154,900	\$ 147,400	\$ 739,000	<b>100%</b>

Use Actual \$\$\$