

GRANT NUMBER: CA-2020-167
FIS NUMBER: 700425
CFDA: 20.513

AGMT# 9200000000S1917
SAM UEI: DKL6DXDDQSL5
SAM SEARCH: 08/08/2022

FUNDING AGREEMENT FOR SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

This Funding Agreement for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Funds (the “Agreement”) is dated for reference purposes only August 6, 2020 and is by and between the City of Manhattan Beach (the “Agency”) and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”).

RECITALS

- A. On April 23, 2014 the Governor of the State of California designated the LACMTA as the Designated Recipient of funds allocated to large urbanized areas within Los Angeles County from the Federal Transit Administration (FTA) Section 5310 Program.
- B. On November 13, 2014, the LACMTA Board authorized the process to allocate available funding to state, city, and/or nonprofit agencies as subrecipients for LACMTA in its role as the Designated Recipient for Section 5310 grant funds (the “Federal Funds”).
- C. On January 23, 2020 the LACMTA Board authorized the LACMTA Chief Executive Officer (CEO) or his designee to negotiate and execute Agreements with agencies as subrecipients and approved the application and award of \$462,600 to the Agency for Traditional Capital assistance to procure two (2) Class B buses, and two (2) Class F low floor buses for replacement (the “Project”). Funding of this Project is subject to final execution of the Federal Grant agreement between the FTA and the LACMTA.
- D. As the Agency is currently not able to directly apply for the Federal Funds, LACMTA prepared and submitted a grant application to the FTA on the Agency’s behalf.
- E. The total cost for the Project described in the Scope of Work (the “SOW”), attached as Exhibit “A”, hereto is estimated to be \$514,000 (“Estimated Cost”).
- F. The Agency has agreed to provide the required local match of \$51,400 (the “Local Match”), as described in the Financial Plan that is attached as Exhibit “B”, and any additional funding required to complete the Project.
- G. LACMTA assumes no responsibility for the funding of any portion of the Project. LACMTA is only acting as a pass-through conduit for the Agency.
- H. The Agency shall comply with all applicable FTA Master Agreement Transit Asset Management Plan requirements as specified in Exhibit “C.”
- I. The Agency understands that the Federal Funds provided herein are subject to the federal

lapsing policy and that it must have obtained the environmental clearance required by federal regulations to use the Federal Funds.

- J. The parties desire to execute this Agreement so LACMTA may pass along the Federal Funds received from the Federal Grant to the Agency.

1. **PAYMENT OF FUNDS**

1.1 To the extent LACMTA receives Federal Funds pursuant to the Federal Grant, LACMTA shall forward Federal Funds in an amount not to exceed \$462,600 (the "Funding Amount") to the Agency subject to the terms and conditions of the Federal Grant and this Agreement.

1.2 Payments to the Agency will be processed by LACMTA within a reasonable time period, but in no event more than sixty (60) calendar days after receipt of a Request for Reimbursement, which complies with the requirements of Section 4 below.

1.3 The Agency shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), the FTA and of LACMTA as required by LACMTA to fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency.

2. **LACMTA COSTS**

2.1 LACMTA will not charge the Agency for administrating these Federal Funds.

3. **TERM**

3.1 The term of this Agreement shall commence on the date of the LACMTA's CEO or his/her designee's signature ("Effective Date") and shall terminate four years after the Effective Date of this Agreement (the "Termination Date"), unless terminated earlier as provided herein, or extended by a written approval from the LACMTA.

4. **REQUEST FOR REIMBURSEMENT**

4.1 The Agency shall contribute at least the statutorily or other required local contribution of matching funds (other than Federal Funds and any other USDOT funds), if any is specified within this Agreement or any attachments hereto, toward the actual costs of the Project. The Agency's Local Match under this Agreement is \$51,400.

4.2 Not more frequently than once a month, the Agency will prepare and submit to the LACMTA a Request for Reimbursement for allowable Project costs incurred and paid for by the Agency consistent with the Project's SOW. The Request for Reimbursement submitted by the Agency shall be signed by an authorized agent who can duly certify the accuracy of the included information. Advance payments by LACMTA are not allowed.

4.3 Each Request for Reimbursement shall report the total of Project expenditures, specify the percent and amount of Federal Funds to be reimbursed, and include a detailed invoice describing all invoiced work completed.

4.4 If applicable, the first Request for Reimbursement shall also be accompanied by a report describing any tasks specified in the SOW document which were accomplished prior to the Effective Date of this Agreement, which costs could be credited toward the required Local Match provided that LACMTA has provided prior written approval for such expenditures to the Agency.

4.5 LACMTA may retain ten percent (10%) of each invoice amount until LACMTA has evaluated the Agency's performance according to the criteria specified by LACMTA and the data provided by the Agency and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. The Agency shall invoice LACMTA for reimbursement of the 10% retention separately.

4.6 The Request for Reimbursement must be submitted on the Agency's letterhead and shall be accompanied by appropriate documentation supporting costs incurred.

4.7 The Agency should consult with LACMTA's Section 5310 Program Manager for questions regarding non-reimbursable expenses.

4.8 Total payments shall not exceed the Funding Amount specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred after the Termination Date of this Agreement.

4.9 If any amounts paid to the Agency are disallowed or not reimbursed by the FTA for any reason, the Agency shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein and within the Federal Grant.

4.10 The Agency 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, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. The Agency 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.

4.11 All requests for reimbursement must first be approved by Program Manager prior to submission for payment. Once approved, requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

Option 1) E-mail:

AccountsPayable@Metro.net
AGMT# 9200000000S1917; (FTA GRANT CA-2020-167)

or,

Option 2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Attention: Accounts Payable
Los Angeles, CA 90051-0296
AGMT# 9200000000S1917; (FTA GRANT CA-2020-167)

A copy of all Requests for Reimbursement submittals shall also be forwarded to LACMTA's Section 5310 Program Manager, either by email or by standard mail to the following address:

Los Angeles County Metropolitan Transportation Authority
Grants Management and Oversight
Attention: Section 5310 Program Manager

One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952

4.12 The Agency shall provide written notification to LACMTA's Section 5310 Program Manager regarding any changes to the Project management team. Unless otherwise specified, the following Agency address and contact person will be used by LACMTA for all correspondence and documentation relevant to this Agreement:

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Attention: Jan Buike, Senior Supervisor

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by the LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and the Agency execute this Agreement and LACMTA has entered into the Federal Grant with the FTA. The end date of reimbursable activities is the Termination Date of this Agreement.

6. FEDERAL REQUIREMENTS

6.1 The Agency shall utilize the Funding Amount and Local Match to complete the Project as described in the SOW, and in accordance with the Federal Grant requirements of the FTA and this Agreement.

6.2 All FTA requirements and guidelines, as summarized in the Federal Grant and the FTA

Master Agreement, are incorporated by reference herein as part of this Agreement. These requirements include, but are not limited to the most current versions of:

- a) 49 CFR part 26 (DBE Requirements)
- b) 49 U.S. Code Section 5333(b) (Labor Standards)
- c) Assurances of legal authority
- d) Buy America requirements
- e) Certification of a drug-free workplace
- f) Certification of non-debarment, suspension or termination (SAM.gov)
- g) FTA Circular C 4710.1 (ADA Act Guidance)
- h) CMAQ Program Guidance (Applicable only to CMAQ)
- i) FTA Circular C 4220.1 (Third-Party Contracting)
- j) FTA Circular C 4702.1 (Title VI Requirements)
- k) FTA Circular C 4704.1 (EEO Act Guidance)
- l) FTA Circular C 5010.1 (Award Management Requirement)
- m) FTA Circular C 9030.1 (Applicable only to Section 5307)
- n) FTA Circular C 9070.1 (Applicable only to Section 5310)
- o) Inter-governmental review
- p) Lobbying certifications
- q) NEPA environmental review
- r) Office of Management and Budget (OMB) circulars
- s) Public Transportation Agency Safety Requirements
- t) Title 2 CFR, Subpart E (Cost Principles)
- u) Title 2 CFR, Subpart F (Single audit requirements)
- v) Transit Asset Management Requirements

6.3 LACMTA shall not be responsible for providing any funding to substitute for the Federal Funds in the event the Federal Grant is withdrawn or is recalled or if the Federal Grant is not appropriated for any reason. In the event the Federal Grant is closed, the Agency will reimburse LACMTA any funds paid to the Agency that are no longer available under the Federal Grant.

6.4 Should the FTA or the United States Department of Labor (USDOL) require amendments, revisions, deletions of, or additions to the provisions contained within this Agreement, the Agency shall promptly execute all such amendments, revisions, deletions, or additions, as necessary, to comply with requirements of the FTA and the USDOL.

7. REPORTING AND AUDIT REQUIREMENTS

7.1 The Agency shall be subject to and shall comply with all applicable requirements of LACMTA, the FTA, and the USDOL regarding Project reporting and audit requirements. The Agency shall use the assigned Federal Grant number (CA-2020-167) and Agreement number 9200000000S1917 on all correspondence.

7.2 The Agency shall submit upon request all applicable Reports, Certifications, and other documents to LACMTA for the duration of the Project and/or the life of any assets acquired through the Project. These include, but are not limited to:

- a) Annual FTA Compliance Self-Certification
- b) Maintenance Plans for equipment or facilities funded with FTA Funds
- c) Maintenance records for all vehicles funded with the FTA Funds
- d) Quarterly Narrative and Financial Report on Project Progress

7.3 LACMTA and the FTA and/or their respective designees, in order to fulfill their respective responsibilities as the grantee/designated recipient and grantor of the Federal Grant, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. The Agency 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. The Agency shall reimburse LACMTA for any expenditure not in compliance with the SOW or other terms and conditions of this Agreement, other applicable requirements of LACMTA or requirements of the Federal Grant, or other applicable requirements of the FTA. LACMTA shall use Federal Acquisition Regulation (FAR) standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

7.4 The Agency shall retain all original records and documents related to the Project for a period of three years after final payment or in accordance with the Federal Grant, whichever time period is greater.

7.5 The Agency shall obtain the services of an independent auditor to conduct a single audit of the Project each year in conformance with the provisions of Title 2 of the Code of Federal Regulations Subpart F. The Agency shall submit a copy of each single audit to the LACMTA within 30 days of its completion.

8. ALLOWABLE COSTS

8.1 Allowable Project costs are described in the Federal Grant, the SOW, and in federal guidelines. Allowable Project costs, including in-kind contributions and donations to meet the statutorily or other required local assistance of matching funds (other than Federal Funds or other USDOT funds), will be accepted only if they meet the requirements of Title 2 of the Code of Federal Regulations Subpart E.

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

- Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by the Agency: i) provide evidence of a federally approved Cost Allocation Plan and indirect rate, as required by federal guidelines; ii) submit a written request to LACMTA; and, iii) receive a written approval from LACMTA prior to incurring the expenditure.
- In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA after verification of compliance with federal guidelines.

9. INCIDENTAL USE

9.1 Incidental use means the limited authorized use of project assets acquired with FTA assistance for purposes other than those described in Exhibit A: Scope of Work. Such use must not conflict with the approved purposes of the project and must not interfere with the intended transit use or service for which the project asset was originally acquired.

9.2 The Agency shall obtain written approval from LACMTA prior to operating FTA funded project assets for incidental use.

10. MAINTENANCE AND DISPOSITION OF ASSETS

10.1 Adequate maintenance procedures must be developed and implemented to keep the FTA funded project assets in good condition. Agencies must maintain FTA funded project assets in good operating order and in compliance with any applicable federal regulations. Agencies must have a written vehicle maintenance plan and/or a facility/equipment maintenance plan. These plans should describe a system of periodic inspections and preventive maintenance to be performed at certain defined intervals.

10.2 The Agency must keep satisfactory records pertaining to the use of FTA funded project assets and submit to LACMTA upon request as may be required to assure compliance with federal requirements.

10.3 Warranties, when part of FTA funded project asset contracts, should provide for correction of defective or unacceptable materials or workmanship.

10.4 Disposition requirements apply to FTA funded project assets that have met their useful life, as well as assets that are prematurely withdrawn from service before its useful life has been ended.

10.5 The Agency shall notify LACMTA of intentions to remove FTA funded project assets from service.

10.6 The Agency shall obtain written approval from LACMTA prior to the disposition of FTA funded project assets.

11. FUNDS AVAILABILITY

This Agreement will allow the LACMTA to pass along the Federal Funds from the Federal Grant to the Agency. The Funding Amount consists of Section 5310 Federal Funds and is subject to the terms and conditions of this Agreement, the Federal Grant, and the applicable requirements of the LACMTA and the FTA. This Agreement neither implies nor obligates any funding commitment by the LACMTA for the Project. All funds are contingent upon federal appropriation and the FTA's approval of a grant application. If a Letter of No Prejudice is issued by the FTA, the Agency assumes all the risk of spending the Local Match early on the Project.

12. EXPENDITURE AND DISPOSITION OF FUNDS

12.1 The expenditure and disposition of the Funding Amount by the Agency shall be subject to and in accordance with the terms and conditions of this Agreement, the Federal Grant and the applicable requirements of LACMTA and the FTA. The Agency shall not utilize the Funding Amount in any way or on any project other than that specified in this Agreement and in the Federal Grant.

12.2 ONLY FOR NON-CONSTRUCTION PROJECTS - At the substantial completion of the Project, the Agency will submit to LACMTA a Notice of Substantial Completion when: (i) the Agency has completed all procurement or work contained within the SOW; and, (ii) the Agency has ensured that the procurement was performed in accordance with all applicable Project requirements. Within a reasonable time thereafter, the Agency and LACMTA will meet to conduct a site visit, as applicable, to: (a) verify that all vehicles/equipment have been received by the Agency; (b) validate that the vehicles/equipment have been placed in service; (c) confirm that the provider(s) have been paid; (d) verify that the Agency's Project and/or procurement files are in order; and, (e) agree on a punch list. The Agency shall ensure that all punch list items are completed and shall submit a Request for Final Acceptance. Within 30 days thereafter, LACMTA will meet with the Agency to re-inspect the procured item(s). If the procured item(s) is not accepted or approved by LACMTA, the Agency shall perform such acts as are necessary to obtain acceptance of the procured item(s). Once LACMTA accepts the procured item(s), LACMTA will release any retention and make a final payment to the Agency.

12.3 The Agency shall be responsible for any and all cost overruns and/or operating deficits for the Project. Further, the Agency shall be responsible for covering operating deficits through long term stable and reliable sources of revenue and to maintain and operate the federally funded Project.

12.4 Upon completion of the Project described in the SOW and disposition of the 10 percent retention, any unused Funding Amount shall revert back to the FTA.

12.5 The Agency shall address all correspondence to the FTA regarding this Project through LACMTA's Section 5310 Program Manager.

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

12.7 No material changes, as determined by LACMTA in its reasonable discretion and subject to the final discretion of the FTA, to the Financial Plan or the SOW shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee and an amendment to the Federal Grant evidencing the FTA's acceptance of such material change. The Agency shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or SOW that it originally submitted to LACMTA.

13. TIMELY USE OF FUNDS

13.1 The Agency shall adhere to the Funding Amount programmed under this Agreement, and funds should be expended within the Term of this Agreement as described in Section 3.1.

13.2 In the event this Agreement is not executed and/or evidence of adherence to the Timely Use of Funds as described in Section 11.1 of this Agreement is not provided, the Project will be reevaluated by LACMTA and the Funding Amount may be deobligated consistent with the FTA's requirements. In the event that the Funding Amount is deobligated, this Agreement shall automatically terminate.

14. DEFAULT

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

15. REMEDIES

15.1 In the event of a default by the Agency (as defined in Section 12), the LACMTA shall provide written notice of such default to the Agency with a 30-day period to cure the default. In the event the Agency 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 Funding Amount to the Agency;
- (c) LACMTA may recover from the Agency any funds paid to the Agency after the default; and/or,
- (d) Any remedies the FTA may have under the Federal Grant.

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

15.3 Subject to LACMTA's agreement providing prior written notice with a 30-day period to cure the default, 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.

16. SECTION 5333(b) REQUIREMENTS

16.1 For purposes of satisfying the requirements of Section 5333(b) of the Federal Transit Act, by signing this Agreement the Agency certifies its acceptance of the terms and conditions of all protective arrangements applicable to all capital and operating assistance projects and of any other Section 5333(b) protections certified by the USDOL as applicable to any federal funding received (including any specific terms and conditions included in USDOL's certification letter for FTA grant (CA-2020-167)).

16.2 The Agency shall indemnify, defend, and hold harmless the LACMTA and its employees, officers and agents for any claims properly brought by public transportation employees in the Agency's service area or by its subcontractors pursuant to the Special Warranty, or any other Section 5333(b) arrangements, that may be filed against LACMTA and that may arise from any or all of the Federal Grant awarded to LACMTA on behalf of the Agency for the Project.

17. TERMINATION

17.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either the Agency or LACMTA may terminate its obligations hereunder at any time, without cause, prior to submittal of the grant application to the FTA by providing not less than ten (10) calendar days advanced written notice of such intent to terminate. The Agency and LACMTA may mutually terminate this Agreement with less than ten (10) days written notice if approved by both parties.

17.2 In the event of termination of this Agreement, LACMTA will immediately stop rendering services under this Agreement.

18. OTHER TERMS AND CONDITIONS

18.1 This Agreement, along with the applicable requirements of the FTA, the USDOL, LACMTA, and the Federal Grant, 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.

18.2 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. District Court for the Central District 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.

18.3 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 the Agency under or in connection with any work performed by, and/or service provided by, the Agency, its officers, agents, employees, contractors and subcontractors under this Agreement or the guidelines. The Agency shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective 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 use 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 the Agency, 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 Agency obligations under this Agreement or the Grant; or (iv) any act or omission of the Agency, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services including, without limitation, the Scope of Work described in this Agreement.

18.4 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.

18.5 The Agency 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.

18.6 The Agency 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.

18.7 Subject to all requirements of this Agreement, the Federal Grant, and all other applicable requirements of LACMTA and FTA, including without limitation the requirement of competitive procurement of services and assets, the Agency may contract with other entities, including its affiliates in a project management role, to implement this Agreement.

18.8 This Agreement does not include funds for Research and/or Development Activities.

18.9 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.

18.10 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.

18.11 All notices shall be given to the project managers of each agency at the addresses specified in Section 4 of this Agreement, unless otherwise notified in writing.

18.12 The Agency, 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. The Agency shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

18.13 The Agency agrees to comply with USDOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 49 C.F.R. Part 18.

18.14 The Agency agrees that federal laws and regulations control Project award and implementation. The Agency also agrees that federal directives as defined in the FTA Master

Agreement, set forth federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. The Agency understands and agrees that unless FTA has offered express written approval of alternative procedure or course of action differing from a procedure or course of action set forth in the applicable federal directive, the Agency may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved by FTA.

18.15 The Agency understands and agrees that federal laws, regulations, and directives applicable to the Project and to itself as the applicant for federal funds on the date on which the FTA authorized official awards of federal assistance for the Project may be modified from time to time. New federal laws, regulations and directives may become effective after the date on which the Agency executes the Agreement for the Project and might apply to that Agreement. The Agency agrees that the most recent of such federal laws, regulations and directives will govern the administration of the Project at any time, except to the extent FTA determines otherwise in writing.

18.16 The Agency understands that it will make reference to the Catalog of Federal Domestic Assistance (CFDA) number for the Section 5310 Program (20.513) in all its correspondence, including quarterly progress reports, invoices, and single audit reports.

Exhibits

- Exhibit A: Scope of Work
- Exhibit B: Financial Plan
- Exhibit C: Subrecipient Procurement Certification
- Exhibit D: Transit Asset Management (TAM) Plan Requirements

EXHIBIT A
SCOPE OF WORK

Manhattan Beach Vehicle Replacement

The City of Manhattan Beach will purchase:

- Two (2) Class B Buses for replacement. Seating Capacity is 12 Ambulatory, 2 Wheelchairs. Useful Life Benchmark is 5 years or 150,000 miles.
- Two (2) Class F Buses for replacement. Seating Capacity is 18 Ambulatory, 2 Wheelchairs. Useful Life Benchmark is 7 years or 200,000 miles.

The replacement vehicles will replace current vehicles that have met their useful life for the City of Manhattan Beach Dial-A-Ride. These new low floor buses will also replace the traditional cutaways, which have several steps. The steps on three of the current buses marked for replacement, make it especially difficult for riders who use walkers and canes, or who have difficulty ambulating, to board and disembark the vehicles independently. The City of Manhattan Beach Dial-A-Ride program meets the special needs of seniors and individuals with disabilities where public transportation is insufficient. Though there are a couple of fixed route bus lines that go through Manhattan Beach, the fixed routes follow the primary streets. Dial-A-Ride provides not only curb to curb transportation for the riders, but also door to door and door through door service as needed. Drivers carry groceries and other personal belongings as needed for riders to their doorstep, or even inside their door, if it's deemed the safest strategy for the customer. Drivers also assist riders with their walkers and canes and assist them with boarding and disembarking the bus. Dial-A-Ride is also affordable, as the fare within the city is 25 cents and fares going outside the city are 50 cents. Manhattan Beach Dial-A-Ride also helps with connectivity in a couple of ways. First, the Dial-A-Ride bus will drop riders off at the nearby Green Line station in Redondo Beach, thus allowing access to transportation options that can help move riders around the entire Los Angeles area. And, second the Older Adult Program office collaborates with Metro on a regular basis to ensure that bus and light rail schedules are readily available at the City's Joslyn Community Center.

The vehicles scheduled for replacement have met and/or exceeded their useful life benchmark (ULB). The vehicles will be disposed of in accordance with Federal requirements. If the sales proceed of a disposed vehicle has a fair market value (FMV) of \$5000 or more, the subrecipient will reimburse FTA's share of the FMV. The vehicles scheduled for purchase will meet the Clean Air Act standards (CAA) and the Americans with Disabilities Act (ADA) requirements.

The following is a description of the vehicles slated for disposition:

Description	Last 5-digits of VIN	Vehicle Disposition
2013 Turtletop	93361	SELL
2013 Glaval	56928	SELL
2013 ARBOC	15564	SELL
2015 Turtletop	04121	SELL

Performance Measures

- (a) \geq 1,000 seniors and/or persons with disabilities afforded mobility as a result of project annually.
- (b) \geq 25,000 actual/estimated rides (measured by one-way passenger trips) provided as a result of project implementation annually.

Timeline

<u>Milestone</u>	<u>Est. Completion Date</u>	<u>Description</u>
RFP/IFB Issue Date	01/01/2023	Vehicles will be procured through the CalAct/MBTA Purchasing Cooperative, or through a formal RFP. The Cooperative provides a Federal and California State compliant purchasing solution to purchase ADA compliant vehicles.
Contract Award	03/31/2023	Award contract with approved vendor from formal RFP or from CalAct/MBTA pre-approved vendor list.
First Vehicle Delivery	10/01/2023	Initial delivery of vehicles. Includes a complete inspection and a Buy America Pre and Post-delivery audit.
Last Vehicle Delivery	10/31/2023	All vehicles delivered and inspected.
Contract Close-out	12/31/2023	All work completed, and all vehicles placed into service.

Deliverables

- a. Implement the Project consistent with the Scope of Work and the Federal Grant (including any amendments approved by the LACMTA and the FTA), and in compliance with all applicable federal regulations.
- b. Submit all required reports and certifications as detailed in this Agreement and as requested by LACMTA and FTA.

EXHIBIT B
FINANCIAL PLAN

The total cost of the Project is \$514,000. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Category	<u>FTA Grant</u>	<u>Local Match</u>
Traditional Capital Assistance	\$462,600	\$51,400

Sources of Federal Financial Assistance

<u>UZA ID</u>	<u>Funding Source</u>	<u>Amount</u>
60020	FTA Section 5310	\$462,600

Local Match

The Agency shall use Non-USDOT funds to match the grant. Transportation Development Credits in lieu of a portion of the local match was used: \$51,400.

FUNDING SOURCES	TOTAL (\$)	FEDERAL (\$)	LOCAL (\$)
1. Section 5310 (2019 Award)- Traditional Capital	\$462,600	\$462,600	
2. MB Prop A Local Return	\$51,400		\$51,400
Total	\$514,000	\$462,600	\$51,400
	100%	90%	10%

ELIGIBLE EXPENSES	TOTAL (\$)	FEDERAL (\$)	LOCAL (\$)
1. Manhattan Beach Vehicle Replacement- Class B (2) & Class F (2)	\$514,000	\$462,600	\$51,400
Total	\$514,000	\$462,600	\$51,400

EXHIBIT C
SUBRECIPIENT PROCUREMENT CERTIFICATION

As a condition for receiving certain subrecipient federal funds from the Los Angeles County Metropolitan Transportation Authority (Metro), The Agency certifies that procurement procedures will ensure an open competitive process and will conform to applicable federal law, including 49 CFR Part 18 (specifically Section 18.36) and FTA Circular 4220.1F, “Third Party Contracting Guidance”. Furthermore, solicitation documents will not be released to the public or individual procurement contracts will not be executed until a Metro representative has reviewed all applicable procurement procedures and documents.

Metro will be notified of contract or option award including the name of the successful bidder, the total dollar value of the contract or option and the contract or option award date within 3 business days of award.

EXHIBIT D
TRANSIT ASSET MANAGEMENT (TAM) PLAN
REQUIREMENTS

TAM PLAN SUBRECIPIENT ELIGIBILITY CRITERIA

Metro subrecipients who meet the following criteria are required to conduct a TAM plan and may participate in a Group TAM plan.

- Agencies that are Tier II providers.
- Agencies that own operate or manage capital transit assets currently in service and used in the provision of public transit open door service (i.e. not restricted to specific groups) or that are within the federal interest time period.
- Agencies that are NOT direct recipients of FTA section 5307 funds.
- Agencies that are a Metro subrecipient of FTA Chapter 53 financial assistance pass through grants, open door, including section 5309, 5310, 5316, 5317 or other FTA fund sources.
- Agencies that own transit asset(s) acquired with FTA funds such as facilities (i.e. parking garage at a rail station, maintenance building, etc.), and that facility supports public transportation service.

Metro subrecipients participating in the Metro sponsored Group TAM Plan shall comply with all applicable FTA Master Agreement Transit Asset Management Requirements (49 U.S.C. Chapter 53) including these Special Grant Conditions:

- Agencies shall indicate their intent to participate in the Metro sponsored Group Plan.
- Agencies shall appoint an Accountable Executive.
- Agencies shall provide asset inventory, condition and investment data, and respond to data requests in a timely manner.
- Agencies shall collaborate on the development of the Group Plan.
- Agencies shall provide concurrence of Accountable Executive including unified group targets.
- Agencies shall implement the plan and report assets to the National Transit Database (NTD).