

MEASURE M FUNDING AGREEMENT MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of February 15, 2020 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Manhattan Beach ("GRANTEE") for Advanced Traffic Signal System, LACMTA Project ID# MM5508.04 and FTIP# LA9918831, (the "Project"). This Project is eligible for funding under Line 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 Plans, Specifications and Estimates (PS&E) and Construction of the Project.

WHEREAS, the LACMTA Board, at its September 26, 2019 meeting, programmed \$5,440,000, in Measure M Funds to GRANTEE for PS&E and Construction of the Project, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$1,100,000 in Measure M Funds in Fiscal Years (FY) 2019-20; \$2,540,000 in FY 2020-21; and \$1,800,000 in FY 2021-22. The total designated for PS&E and Construction of the Advanced Traffic Signal System is \$5,440,000.

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 – Intentionally Omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Bond Requirements
11. Attachment G-1 – Los Angeles County Regional ITS Architecture (Connect-IT) Consistency Self-Certification Policy Form
12. Attachment G-2 – Signal Synchronization, Intelligent Transportation Systems (ITS), and Transportation Technology Improvements
13. Any other attachments or documents referenced in the above documents

FTIP #: LA9918831
Subregion ID: SB

Project#: MM5508.04
FA# 9200000000M550804

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.

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: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 3/17/2020

GRANTEE:

CITY OF MANHATTAN BEACH

By: _____
Bruce Moe
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Quinn Barrow
City Attorney

Date: _____

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Deputy

Date: 3/17/2020

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By: _____

Bruce Moe
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Quinn Barrow

Date: _____

City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Advanced Traffic Signal System –Plans, Specifications and Estimates (PS&E) and Construction of the Project. LACMTA Project ID# MM5508.04, FTIP# LA9918831.
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 \$5,440,000 (the "Fund") for the Project. LACMTA Board of Directors' action of September 26, 2019 granted the Measure M Funds for the Project. The Funds are programmed over three years for Fiscal Years (FY) 2019-20, FY 2020-21, and FY 2021-22.
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. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
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. 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, and a description of the Project limits, if the Project is a capital project. 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 Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress 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 Report is attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested

by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. 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, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Shrota Sharma
LACMTA Project Manager
Mail Stop: 99-18-2
Phone: (213) 418-3058
Email: sharmas@metro.net

14. GRANTEE's Address:

City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266
Attention: Helen Shi
City of Manhattan Beach Project Manager
Phone: (310) 802-5354
Email: hshi@citymb.info

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 (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# MM5508.04 and FA# 9200000000M550804
Shrota Sharma; Mail Stop 99-18-2

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.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent

with the Regional ITS Architecture. Attachment G-1, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly 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/. 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-2) 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. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. 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. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

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) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
 - (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
 - (iv) 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
 - (v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
 - (vi) 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 2019-20 are subject to lapse by June 30, 2022. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2023. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024.

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 Recipient Communications Guidelines" available online at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications 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 Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

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 A - PROJECT FUNDING

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Projects - 9200000000M550804

Project Title: Advanced Traffic Signal System Project#: MM5508.04

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2018-19	FY2019-20	FY 2020-21	FY2021-22	FY2022-23	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS			\$ 1,100,000	\$ 2,540,000	\$ 1,800,000		\$ 5,440,000	
SUM PROG LACMTA FUNDS	\$ -	\$ -	\$ 1,100,000	\$ 2,540,000	\$ 1,800,000	\$ -	\$ 5,440,000	100%
OTHER NON LACMTA FUNDING:								
LOCAL:							\$ -	0%
STATE:							\$ -	0%
FEDERAL:							\$ -	0%
PRIVATE OR OTHER:							\$ -	0%
SUM NON-LACMTA FUNDS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0
TOTAL PROJECT FUNDS	\$ -	\$ -	\$ 1,100,000	\$ 2,540,000	\$ 1,800,000	\$ -	\$ 5,440,000	100%

Use Actual \$\$\$

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Projects - 9200000000M550804

Project Title: Advanced Traffic Signal System

Project#: MM5508.04

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E			\$100,000	\$900,000					\$1,000,000
Right-of-Way Acquisition									\$0
Construction				\$100,000	\$635,000	\$635,000	\$635,000	\$635,000	\$2,640,000
Vehicle Purchase									\$0
Others									\$0
Total Measure M	\$0	\$0	\$100,000	\$1,000,000	\$635,000	\$635,000	\$635,000	\$635,000	\$3,640,000
SUM PROG LACMTA FUNDS:	\$0	\$0	\$100,000	\$1,000,000	\$635,000	\$635,000	\$635,000	\$635,000	\$3,640,000
OTHER NON LACMTA FUNDING:									
LOCAL:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total LOCAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY2019-20 and FY2020-21	\$0	\$0	\$100,000	\$1,000,000	\$635,000	\$635,000	\$635,000	\$635,000	\$3,640,000

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Projects - 9200000000M550804

Project Title: Advanced Traffic Signal System

Project#: MM5508.04

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2021-22 Qtr 1	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction	\$450,000	\$450,000	\$450,000	\$450,000					\$1,800,000
Vehicle Purchase									\$0
Others									\$0
Total Measure M	\$450,000	\$450,000	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$1,800,000
SUM PROG LACMTA FUNDS:	\$450,000	\$450,000	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$1,800,000
OTHER NON LACMTA FUNDING:									
LOCAL:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total LOCAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Vehicle Purchase									\$0
Others									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY2021-22 and FY2022-23	\$450,000	\$450,000	\$450,000	\$450,000	\$0	\$0	\$0	\$0	\$1,800,000
TOTAL LACMTA FUNDS	\$450,000	\$450,000	\$550,000	\$1,450,000	\$635,000	\$635,000	\$635,000	\$635,000	\$5,440,000
TOTAL NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$450,000	\$450,000	\$550,000	\$1,450,000	\$635,000	\$635,000	\$635,000	\$635,000	\$5,440,000

**ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT**

PROJECT NAME:

Advanced Traffic Signal System

PROJECT LOCATION/LIMITS/AREA:

The project is located within one mile of the State Route 1 state highway in the City of Manhattan Beach, in the main traffic corridor areas.

The project limits are along the jurisdictional boundaries of City of Manhattan Beach, and include the following major arterial corridors:

- Rosecrans Avenue, from Aviation Boulevard to Highland Avenue
- Marine Avenue, from Aviation Boulevard to Cedar Avenue
- Manhattan Beach Boulevard, from Aviation Boulevard to Manhattan Avenue
- Artesia Boulevard, from Redondo Beach Boulevard to Prospect Avenue
- Aviation Boulevard, from Rosecrans Avenue to Artesia Boulevard

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

Traffic signals along the major arterial traffic corridors throughout the City of Manhattan Beach are activated using one or more standard technologies, including loop detection, video detection and fully actuated, time-of-day signal timing. These intersections carry a significant amount of outbound, inbound and through traffic during peak commute times of the day, primarily from 6:30 am to 9:00 am, and from 3:30 to 7:00 pm. Traffic signal management of these intersections is limited by current technologies and is unable to be expanded to capture the traffic benefits of emerging technologies, such as smart cities, autonomous and connected vehicles, etc., all of which have great potential to reduce traffic congestion through dynamic traffic management.

The purpose of the complete project (including Phase I and Phase II) is to design and install state of the art infrastructure so that signal timing and operations can be integrated into a broadband network, which will enable enhanced signal timing, relieve congestion during peak hours, allow the system to be more responsive to changes in traffic conditions, and prepare for automation, which should also ultimately relieve traffic congestion. The approved funding of \$5,440,000 is designated to Phase I improvement, including the design of the complete City fiber network and construction of a portion of fiber backbone infrastructure and connection to the Los Angeles County fiber network hub near Hawthorne Boulevard along Artesia Boulevard.

The specific work for Phase I includes design engineering services to lay out the construction route of the complete City fiber network, bidding and construction/installation of fiber conduit to each signal included in Phase I improvement, installation of equipment listed below and connecting to Los Angeles County fiber network hub connection near Hawthorne Boulevard

along Artesia Boulevard. The rest of the fiber development will be covered by Phase II improvements. Phase II includes upgrading connection points as needed with head-in location to the City Hall and/or designated City area to a localized workstation that will allow for remote command and control of the traffic signal network and coordination with adjacent cities and the County Traffic Operations Center. The communication of field devices via fiber lines will require switches installed at each traffic signal cabinet via fiber patch for each development phase.

Specifically, the project will include the following components/equipment. Quantities of each project item will be determined following the completion of the PS&E phase.

- Installation of Fiber Optics Communication
- Installation of CCTV Camera System
- Cabinet Upgrades
- Controller and Firmware Upgrades
- Installation of Video Detection System
- Video Detection System Upgrades
- Installation of Bluetooth System
- Installation of Dynamic/Changeable Message Sign
- Implementation of Traffic Signal Timing

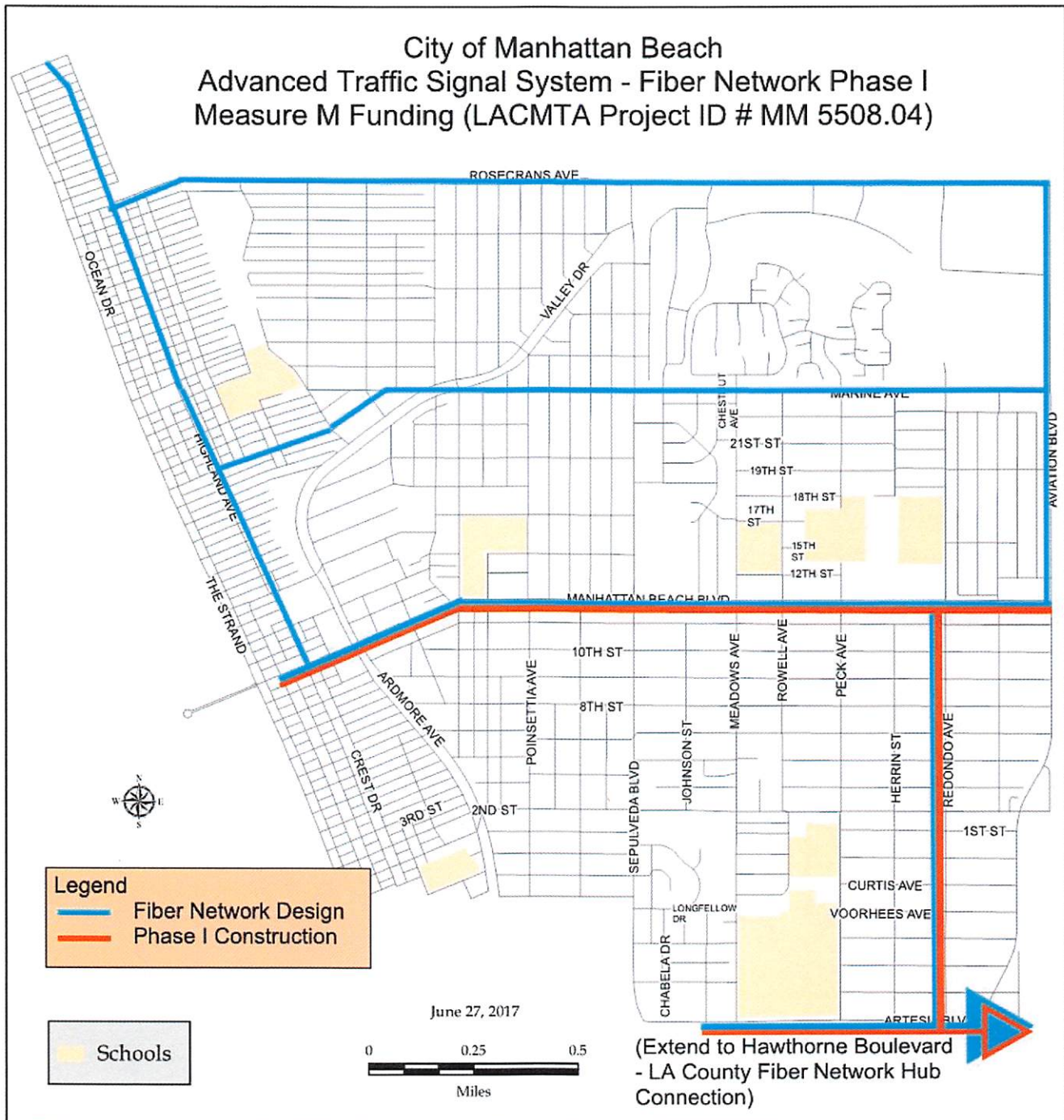
PROJECT FUNDING:

PHASE	TOTAL
PS&E	1,000,000
Construction	4,440,000
TOTAL BUDGET COST	5,440,000

PROJECT DETAILED SCHEDULE:

Milestones	Begin	End	Duration (months)
Design Solicitation and Award	March 2020	September 2020	6
Preliminary Design and PS&E	September 2020	July 2021	10
Construction Bid and Award	July 2021	December 2021	5
Equipment & Pole Purchase/Delivery	December 2021	August 2022	8
Construction/Equipment Installation	August 2022	June 2023	10
Final Closeout and Activation	June 2023	October 2023	4

PROJECT MAP:



FA ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The draft Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July - September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE M ATTACHMENT D-2

QUARTERLY PROGRESS/EXPENDITURE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	9200000000M
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Measure M MSP Grant \$
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION**PROJECT TITLE:**

FA #:

QUARTERLY REPORT SUBMITTED FOR:**Fiscal Year :**☐ 2018-19☐ 2019-20☐ 2020-21☐ 2021-22☐ 2022-23☐ 2023-24**Quarter :**☐ Q1: Jul - Sep☐ Q2: Oct - Dec☐ Q3: Jan - Mar☐ Q4: Apr - Jun**DATE SUBMITTED:**

Measure M Multi-Year Subregional Program Type:

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Grantee Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental				
Design				
Right-of-Way Acquisition				
Construction				
Vehicle Purchase				
Others				
Ground Breaking Event				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- ☐ On schedule per original FA schedule
 ☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule
 ☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

- ☐ Yes
 ☐ No
 ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- ☐ Yes
 ☐ No
 ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

ITEM		INVOICE #	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
TOTAL				

Note:

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at www.metro.net/callforprojects.

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____
and that to the best of my knowledge and belief the information
stated in this report is true and correct.

Signature

Date

Name

Title

Attachment E - FTIP Project Sheet
Los Angeles Metropolitan Transportation Authority
2019 Federal Transportation Improvement Program (\$000)

TIP ID LA9918831		Implementing Agency Manhattan Beach, City of																																																																													
Project Description: The purpose of this project is to install state of the art infrastructure so that signal timing and operations can be integrated into a broadband network, which will enable enhanced signal timing, relieve congestion during peak hours, allow the system to be more responsive to changes in traffic conditions, and prepare for automation, which should also ultimately relieve traffic congestion.										SCAG RTP Project #: 1AL04 Study: N/A Is Model: Model #: PM: Helen Shi - (310)802-5354 LS: N LS GROUP#: Conformity Category: EXEMPT - 93.127																																																																					
System :Local Hwy		Route :	Postmile:	Distance:	Phase: Engineering/Plans, Specifications and Estimates (PS&E)				Completion Date 07/31/2022																																																																						
Lane # Extd:	Lane # Prop:	Imprv Desc:			Air Basin: SCAB		Envir Doc: DRAFT CATEGORICALLY EXEMPT - 12/31/2020																																																																								
Toll Rate: 0.00	Toll Colc Loc:	Toll Method:	Hov acs eg loc:		Uza: Los Angeles-Long Beach-Santa Ana		Sub-Area:	Sub-Region: South Bay Cities COG																																																																							
Program Code: NCNH2 - SIGNAL(S)-AT INTERSECTIONS (NON SIGNAL SYNCH) Stop Loc:					CTIPS ID:	EA #:	PPNO:																																																																								
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<ul style="list-style-type: none"> - General Comment: Project scope remains the same. Fiscal year/funding revised to match as approved on board report. - Modeling Comment: No change to project scope. - TCM Comment: No change to project scope. - Amendment Comment: - CMP Comment: - Narrative: 																																																																															
Last Revised Amendment 19-80 - Accepted					Change reason: New Project			Total Project Cost \$5,440																																																																							

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

ATTACHMENT G-1
SPECIAL GRANT CONDITIONS
LOS ANGELES COUNTY REGIONAL ITS ARCHITECTURE (CONNECT-IT)
CONSISTENCY SELF-CERTIFICATION POLICY FORM

This Los Angeles County Regional ITS Architecture (CONNECT-IT) consistency self-certification form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Name of Sponsoring Agency: City of Manhattan Beach
2. Contact Name: Helen Shi
3. Contact Phone: (310) 802-5354
4. Contact Email: hshi@citymb.info

5. Project Description:

Currently, signals along the major arterial traffic corridors throughout Manhattan Beach are activated using one or more standard technologies, including loop detection, video detection and fully actuated, time of day signal timing. These intersections carry a significant amount of outbound, inbound and through traffic during peak commuter times of the day, primarily from 6:30 am to 9:00 am, and from 3:30 to 7:00 pm. Traffic signal management of these intersections is limited by current technologies and is unable to be expanded to capture the traffic benefits of emerging technologies, such as smart cities, autonomous and connected vehicles, etc., all of which have great potential to reduce traffic congestion through dynamic traffic management (v2v and v2x). Manhattan Beach proposes to upgrade signal connections and infrastructure using fiber that connects all signalized intersections along and within one mile of the state highway.

The purpose of the complete project (including Phase I and Phase II) is to design and install state of the art infrastructure so that signal timing and operations can be integrated into a broadband network, which will enable enhanced signal timing, relieve congestion during peak hours, allow the system to be more responsive to changes in traffic conditions, and prepare for automation, which should also ultimately relieve traffic congestion. The approved funding of \$5,440,000 is designated to Phase I improvement, including the design of the complete City fiber network and construction of a portion of fiber backbone infrastructure and connection to the Los Angeles County fiber network hub near Hawthorne Boulevard along Artesia Boulevard.

6. Identify the ITS elements being implemented and the relevant CONNECT-IT Service Package(s), see Exhibit A.

TM01	Infrastructure-Based Traffic Surveillance
TM02	Vehicle-Based Traffic Surveillance
TM03	Traffic Signal Control
TM04	Connected Vehicle Traffic Signal System
TM05	Traffic Metering
TM06	Traffic Information Dissemination
TM07	Regional Traffic Management
TM08	Traffic Incident Management System
TM09	Integrated Decision Support and Demand Management
TM12	Dynamic Roadway Warning
TM17	Speed Warning and Enforcement
TM19	Roadway Closure Management
TM20	Variable Speed Limits
TM21	Speed Harmonization

7. Outline of the concept of operations for the project.

The City of Manhattan Beach plans to design a complete City fiber network and construct a portion of fiber backbone infrastructure during Phase I improvement, and the rest fiber network constructions during Phase II improvement. Combining the Phase I and Phase II improvements, the whole project will eventually connect all signalized intersections within one mile of the state highway (Pacific Coast Highway 1/Sepulveda Blvd.) with a high-speed fiber network that will support emerging traffic management technologies, such as dynamic signal timing, vehicle to vehicle connections, autonomous vehicles and other smart cities initiatives that will improve traffic signalization and operational efficiencies. Each of the traffic signals will be installed with Advanced Transportation Controllers (ATC) and Video (Detection) Management Systems (VMS) capable of communicating via advance fiber network. Certain strategic intersections will also include High Definition (HD) Internet Protocol (IP) Close Circuit Television (CCTV) camera system for fast response traffic operation incident management. City Gateway corridors such as Rosecrans Avenue (Phase II), Manhattan Beach Boulevard (Phase I) and Artesia Boulevard (Phase I) could have Dynamic Message Signs (DMS) that would provide real time traffic information for commuter traffic to the freeways and State highways. The City also plans to make the pathway available to adjacent cities in preparation for their own upgrades so that the total cost of accessing high speed fiber for South Bay signal upgrades is minimized. This would most readily benefit cities with whom the City shares borders, including El Segundo, Hawthorne, Redondo Beach, Hermosa Beach and Los Angeles County.

The specific work for Phase I includes design engineering services to lay out the construction route of the complete City fiber network, bidding and construction/installation of fiber conduit to each signal included in Phase I

improvement, installation of supporting cabinets, operating equipment included Phase I improvement and connecting to Los Angeles County fiber network hub connection near Hawthorne Boulevard along Artesia Boulevard. The rest of the fiber development will be covered by Phase II improvement, including upgrading connection points as needed with head-in location to the City Hall and/or designated City area to a localized workstation that will allow for remote command and control of the traffic signal network and coordination with adjacent cities and the County Traffic Operations Center. The communication of field devices via fiber lines will require switches installed at each traffic signal cabinet via fiber patch for each development Phase.

8. Identify participating agencies roles and responsibilities.

The City of Manhattan Beach will design and construct the project. A Monthly Progress Report prepared by the City of Manhattan Beach will be submitted to LACMTA. The Monthly Progress Report shall include, but are not limited to, Project progress, use of funds during the previous month, the milestone progress vs. costs, risk management plan, expenditures to date, funds committed and forecast at completion, updated Project schedule vs. Project baseline and identifying any major problems and proposed solutions. If a potential cost overrun is identified, the monthly report must detail the cost overrun and provide a recovery proposal.

The City of Manhattan Beach will also prepare and submit the Quarterly Expenditure Reports to LACMTA to be used by the SBCCOG for monitoring and reporting program expenditures to LACMTA.

For modifications that affect the terms of this FA, such as changes to project funding, scope of schedule, the City of Manhattan Beach will obtain evidence of SBCCOG concurrence to modifications before formally requesting LACMTA for an amendment to this FA in writing.

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by Metro and the CONNECT-IT Maintenance Team during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the CONNECT-IT interface standards, if required, and conform to the regional configuration management process.

Signature:

FTIP#: LA9918831
Subregion ID: SB

Project#: MM5508.04
FA# 9200000000M550804

Stephanie Katsouleas
City of Manhattan Beach Public Works Director

Date

Exhibit A

Architecture Reference for CONNECT-IT Service Packages

The table below is the architecture reference for the CONNECT-IT service packages. For additional information on the service packages below, to view interconnect diagrams for each service package or to suggest updates to CONNECT-IT, visit www.laconnect-it.com.

Service Package Area	Short Name	Name
Commercial Vehicle Operations	CVO01	Carrier Operations and Fleet Management
	CVO02	Freight Administration
	CVO03	Electronic Clearance
	CVO04	CV Administrative Processes
	CVO05	International Border Electronic Clearance
	CVO06	Freight Signal Priority
	CVO07	Roadside CVO Safety
	CVO08	Smart Roadside and Virtual WIM
	CVO09	Freight-Specific Dynamic Travel Planning
	CVO11	Freight Drayage Optimization
	CVO12	HAZMAT Management
	CVO14	CV Driver Security Authentication
	CVO15	Fleet and Freight Security
Data Management	DM01	ITS Data Warehouse
	DM02	Performance Monitoring
Maintenance and Construction	MC01	Maintenance and Construction Vehicle and Equipment Tracking
	MC02	Maintenance and Construction Vehicle Maintenance
	MC05	Roadway Maintenance and Construction
	MC06	Work Zone Management
	MC07	Work Zone Safety Monitoring
	MC08	Maintenance and Construction Activity Coordination
Parking Management	PM01	Parking Space Management
	PM02	Smart Park and Ride System
	PM03	Parking Electronic Payment
	PM04	Regional Parking Management
	PM05	Loading Zone Management
Public Safety	PS01	Emergency Call-Taking and Dispatch
	PS02	Routing Support for Emergency Responders
	PS03	Emergency Vehicle Preemption
	PS04	Mayday Notification
	PS05	Vehicle Emergency Response
	PS06	Incident Scene Pre-Arrival Staging Guidance for Emergency Responders
	PS07	Incident Scene Safety Monitoring
	PS08	Roadway Service Patrols
	PS10	Wide-Area Alert
	PS11	Early Warning System
	PS12	Disaster Response and Recovery

Service Package Area	Short Name	Name
	PS13	Evacuation and Reentry Management
	PS14	Disaster Traveler Information
Public Transportation	PT01	Transit Vehicle Tracking
	PT02	Transit Fixed-Route Operations
	PT03	Dynamic Transit Operations
	PT04	Transit Fare Collection Management
	PT05	Transit Security
	PT06	Transit Fleet Management
	PT07	Transit Passenger Counting
	PT08	Transit Traveler Information
	PT09	Transit Signal Priority
	PT10	Intermittent Bus Lanes
	PT11	Transit Pedestrian Indication
	PT14	Multi-modal Coordination
	PT16	Route ID for the Visually Impaired
	PT17	Transit Connection Protection
	PT18	Integrated Multi-Modal Electronic Payment
Support	SU01	Connected Vehicle System Monitoring and Management
	SU02	Core Authorization
	SU03	Data Distribution
	SU04	Map Management
	SU05	Location and Time
	SU06	Object Registration and Discovery
	SU07	Privacy Protection
	SU08	Security and Credentials Management
	SU09	Center Maintenance
	SU10	Field Equipment Maintenance
	SU11	Vehicle Maintenance
	SU12	Traveler Device Maintenance
Sustainable Travel	ST01	Emissions Monitoring
	ST02	Eco-Traffic Signal Timing
	ST03	Eco-Traffic Metering
	ST04	Roadside Lighting
	ST05	Electric Charging Stations Management
	ST06	HOV/HOT Lane Management
	ST08	Eco-Approach and Departure at Signalized Intersections
	ST09	Connected Eco-Driving
Traffic Management	TM01	Infrastructure-Based Traffic Surveillance
	TM02	Vehicle-Based Traffic Surveillance
	TM03	Traffic Signal Control
	TM04	Connected Vehicle Traffic Signal System
	TM05	Traffic Metering
	TM06	Traffic Information Dissemination
	TM07	Regional Traffic Management
	TM08	Traffic Incident Management System
	TM09	Integrated Decision Support and Demand Management

Service Package Area	Short Name	Name
	TM10	Electronic Toll Collection
	TM11	Road Use Charging
	TM12	Dynamic Roadway Warning
	TM13	Standard Railroad Grade Crossing
	TM14	Advanced Railroad Grade Crossing
	TM15	Railroad Operations Coordination
	TM16	Reversible Lane Management
	TM17	Speed Warning and Enforcement
	TM19	Roadway Closure Management
	TM20	Variable Speed Limits
	TM21	Speed Harmonization
	TM22	Dynamic Lane Management and Shoulder Use
Traveler Information	TI01	Broadcast Traveler Information
	TI02	Personalized Traveler Information
	TI03	Dynamic Route Guidance
	TI04	Infrastructure-Provided Trip Planning and Route Guidance
	TI05	Travel Services Information and Reservation
	TI06	Dynamic Ridesharing and Shared Use Transportation
	TI07	In-Vehicle Signage
Vehicle Safety	VS01	Autonomous Vehicle Safety Systems
	VS02	V2V Basic Safety
	VS03	V2V Situational Awareness
	VS04	V2V Special Vehicle Alert
	VS05	Curve Speed Warning
	VS08	Queue Warning
	VS09	Reduced Speed Zone Warning / Lane Closure
	VS10	Restricted Lane Warnings
	VS11	Oversize Vehicle Warning
	VS12	Pedestrian and Cyclist Safety
	VS13	Intersection Safety Warning and Collision Avoidance
	VS14	Cooperative Adaptive Cruise Control
	VS15	Infrastructure Enhanced Cooperative Adaptive Cruise Control
	VS16	Automated Vehicle Operations
	VS17	Traffic Code Dissemination
<p><i>Note: CONNECT-IT service packages may differ from service packages identified in the National ITS Reference Architecture (ARC-IT). For any service packages not represented in CONNECT-IT, refer to ARC-IT by accessing www.arc-it.net. Contact the administrator at sharmas@metro.net for questions regarding CONNECT-IT.</i></p>		

ATTACHMENT G-2
SPECIAL GRANT CONDITIONS
SIGNAL SYNCHRONIZATION, INTELLIGENT TRANSPORTATION SYSTEMS (ITS),
AND TRANSPORTATION TECHNOLOGY IMPROVEMENTS

1. Grantee is required to attend the LACMTA Arterial ITS Committee Meetings quarterly. Grantee shall coordinate through the Arterial ITS Committee, the Coalition for Transportation Technology and/or other appropriate and recognized forums to ensure consistency with local, subregional and regional ITS plans. Grantee shall provide the opportunity to LACMTA staff and other affected agencies to review, comment and participate on all aspects of the Project implementation to achieve multi-jurisdictional consensus, including, but not limited to, scope of work, consultant selection, PS&E, system design, bid documents and Project deliverables.
2. Grantee shall coordinate with LA County DPW and shall not advertise the Project for bid to begin construction before all affected agencies have fully executed an agreement regarding the maintenance and operation of traffic signal synchronization system(s) along multi-jurisdictional corridor(s). Grantee shall deliver a copy of the fully executed agreement to LACMTA within seven (7) days from the date of full execution.
3. Grantee shall commit and/or secure non-LACMTA funds to maintain and operate the Project improvements. Operations and maintenance plans shall be developed for all ITS projects. For multi-jurisdictional projects, multi-agency agreements shall be executed committing to the long-term operations and maintenance of shared project elements.
4. Grantee's Project shall not make major equipment or timing-plan changes on other Metro funded projects, within the first two years of Grantee's Project implementation/system operation without LACMTA or lead agency prior written approval.
5. For all central traffic control system projects, Grantee shall coordinate the system design through LACMTA staff to allow communication with the Los Angeles County Information Exchange Network (IEN) to facilitate multi-jurisdictional traffic management and coordination.
6. Grantee shall make available all data from the Project, including, without limitation, improvements and inventory data, to LACMTA upon request.

Grantee shall:

- a. provide real-time traffic data from the Project, if available, to the County IEN
- b. allow for archiving through the Regional Integration of ITS (RIITS) Network or any regional ITS software to support regional transportation planning and operations
- c. populate ITS Field Inventory Resource Sharing Tool (ITS FIRST) with data upon completion of project

7. Grantee shall ensure that the project uses a generally accepted system engineering approach to maintain the integrity and quality of completed projects.
8. Grantee's project shall adhere to existing Metro guidelines for specific subprograms as applicable.

The obligations set forth in this section shall survive the expiration or termination of this Agreement.