

34609

**GRANT AGREEMENT FOR
OPEN STREETS GRANT PROGRAM CYCLE TWO**

This Grant Agreement for Cycle Two of the Open Streets Grant Program (the "**Agreement**") is dated for reference purposes only September 22, 2016 (the "**Effective Date**") and is by and between the City of Long Beach (the "**Grantee**") and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

RECITALS

- A. On September 22, 2016, the LACMTA Board approved the Cycle Two Open Streets Grant Program providing funds for one-day events that close the street to automotive traffic and open them to people to walk or bike ("**Open Street Events**").
- B. The LACMTA Board approved the award of \$190,000 to Grantee for Grantee's Open Street Event titled Beach Streets Anaheim Corridor (Open Street Grant Program ID#CYC14164, FTIP #LA0G113) and which is more particularly described in the Scope of Work ("**Scope of Work**") attached as Exhibit "A" hereto (the "**Project**"). Grantee's actual one day open street event is referred to herein as the "**Event**." The term Project, as used herein, is defined to include all planning activities as well as the Event itself.
- C. As the pass through agency, LACMTA will advance local funds up to the Grant Amount, as defined below, to Grantee for the Project and then submit requests, based on Grantee's invoices, to Caltrans for reimbursement with CMAQ funds. Such CMAQ funds are provided to LACMTA pursuant to Grant Agreement No. CYC14164 and dated August 26, 2014 between Caltrans and LACMTA (the "Federal Grant").
- D. Grantee has agreed to provide the required local match (in kind or monetary) of \$160,000 (the "Local Match"), as described in the Financial Plan that is attached as Exhibit "B", and any additional funding required to complete the Project. The Financial Plan documents all sources of funds programmed for the Project.
- E. Grantee understands that the CMAQ Funds provided herein are subject to the Federal Grant.
- F. The parties desire to execute this Agreement so LACMTA may advance the local funds to Grantee subject to LACMTA obtaining reimbursement of CMAQ Funds from the Federal Grant.

NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT

1. GRANT OF FUNDS

1.1 LACMTA shall make a one-time grant of funds in the amount of \$190,000 (the "Grant Amount") to Grantee subject to the terms and conditions of the Federal Grant and this Agreement. LACMTA will act as a pass through of the federal funds by advancing local funds to reimburse Grantee. LACMTA will submit Grantee's fund request to Caltrans for reimbursement of CMAQ funds which LACMTA will use to pay itself for the advancement made to Grantee.

1.2 This one time grant shall be paid on a reimbursement basis. The Local Match must be spent in the appropriate proportion to the Grant Amount.

1.3 Grantee 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), and Caltrans. In addition, Grantee shall comply with all requirements of LACMTA so that LACMTA can fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency.

1.4 The obligation for LACMTA to advance any 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 for the Project, this Agreement shall be void and have no further force and effect.

2. SCOPE OF WORK

2.1 Grantee shall complete the Project, including, without limitation, producing the Event, as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Exhibit "A" hereto. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones and a set schedule for the Event. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If the Grantee is consistently behind schedule in meeting milestones or in delivering the Event, then LACMTA will have the option to terminate this Agreement for default. Any changes in the Scope of Work must be made by amendment.

2.2 Grantee shall utilize the grant funds provided herein to complete the Project as described in the Scope of Work and in accordance with this Agreement. The grant funds provided herein can only be used towards the completion of the Scope of Work.

2.3 The grant shall provide funds for the non-infrastructure costs of implementing

Open Street events per the Metro Board and the Caltrans Authorization awarded on August 26, 2014. Per the funding guidelines, physical infrastructure costs associated with the events are not eligible for reimbursement.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2018 (the "Termination Date"), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.

4. REQUEST FOR REIMBURSEMENT

4.1 Not more frequently than once a month, Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred by Grantee consistent with the Project's Scope of Work. The Request for Reimbursement submitted by Grantee shall be signed by an authorized agent who can duly certify the accuracy of the included information.

4.2 Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total of Project expenditures, specify the percent and amount of CMAQ Funds to be reimbursed, the amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements 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_studies/call_projects/ref_docs.htm.

4.4 Any funds expended by Grantee prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward Grantee's Local Match requirement, without the prior written consent of LACMTA. Local Match dollars expended prior to the Effective Date shall be spent at Grantee's own risk. If applicable, the first Request for Reimbursement may be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the Effective Date of this Agreement, which costs could be reimbursed with the Grant Amount provided that LACMTA has provided prior written approval for such expenditures to Grantee and authorized reimbursement for such amounts.

4.5 Grantee shall be responsible for any and all cost overruns for the Project.

4.6 Grantee shall contribute Grantee's Local Match (in kind or monetary) of

\$160,000 toward the Project. If the funds identified in Exhibit "B" are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

4.7 LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage. LACMTA will release the retainage after LACMTA has evaluated Grantee's performance according to the criteria specified by LACMTA and the data provided by Grantee and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. Grantee shall invoice LACMTA for reimbursement of the ten percent retention separately.

4.8 Grantee should consult with LACMTA's Open Streets Program Manager for questions regarding non-reimbursable expenses.

4.9 Total payments shall not exceed the Grant Amount specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred more than sixty (60) days after the date of the Event.

4.10 If any amounts which LACMTA advanced to Grantee are disallowed or not reimbursed by Caltrans for any reason, LACMTA may notify Grantee of such result. If LACMTA provides such written notice to Grantee, then Grantee 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.

4.11 Grantee 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. 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.

4.12 If Grantee is interested in using non-competitive negotiated consultant contracts (i.e. sole source contracts) in connection with the Project, Grantee shall work with LACMTA to complete and process Exhibit 12-F – Request for Approval of Cost/Effectiveness/Public Interest Finding with Caltrans or such other processes as required by LACMTA or Caltrans.

4.13 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net
Ref# Open Streets ID#CYC14164

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Attention: Accounts Payable
Los Angeles, CA 90051-0296
Ref# Open Streets ID#CYC14164

A copy of all Request for Reimbursement submittals shall also be forwarded to the LACMTA Open Streets Program Manager, either by email Shavita@metro.net or by standard mail to the address set forth in Section 4.14 below.

4.14 All notices required to be provided under this Agreement will be given to the parties at the addresses specified below, unless otherwise notified in writing of change of address.

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: LACMTA Open Streets Program Manager
Avital Shavit, MS 99-22-2
Open Streets Grant Program Manager
Shavita@metro.net

Grantee's Address:

City of Long Beach
333 West Ocean Boulevard
Long Beach, CA 90802
Attention: Mobility & Healthy Living Programs, Public Works
Nate Baird
Officer
nathan.baird@longbeach.gov

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and Grantee execute this Agreement. The end date of

reimbursable activities is sixty (60) days after the date of the Event.

6. FEDERAL REQUIREMENTS

6.1 Grantee shall utilize the Grant Amount and Local Match to complete the Project as described in the Scope of Work and in accordance with the Federal Grant requirements of Caltrans and this Agreement.

6.2 All Caltrans requirements and guidelines, as summarized in the Federal Grant, are incorporated by reference herein as part of this Agreement. These requirements include, without limitation, the following:

- (a) Simple Project Guidebook, Federal-Aid Procedure for Simple Project (GB 6-26-02), which can be found at the following website: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lagb/Simple%20Projects%20GB%206-26-02.pdf>.
- (b) The Local Assistance Procedures Manual –LAPM, which can be found at the following website: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
- (c) Assurances of legal authority.
- (d) Certification of non-debarment, suspension or termination.
- (e) Certification of a drug-free workplace.
- (f) Inter-governmental review.
- (g) Civil Rights review, including Title VI Program review.
- (h) Disadvantaged Business Enterprise (DBE) assurances.
- (i) Americans with Disabilities Act (ADA) disability non-discrimination.
- (j) Office of Management and Budget (OMB) circulars.
- (k) Lobbying certifications.
- (l) Buy America requirements.
- (m) Single audit requirements.

6.3 Should Caltrans require amendments, revisions, deletions of, or additions to the provisions contained within this Agreement, Grantee shall promptly execute all such amendments, revisions, deletions, or additions, as necessary, to comply with requirements of Caltrans.

7. REPORTING AND AUDIT REQUIREMENTS

7.1 Grantee shall be subject to and shall comply with all applicable requirements of LACMTA and Caltrans regarding Project reporting and audit requirements. Grantee shall use the assigned Caltrans ID #6065(190) and Open Streets ID# CYC14164 on all correspondence.

7.2 Grantee shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Narrative and Financial Report on Project Progress as required by LACMTA.
- (b) Annual Caltrans Compliance Self-Certification.
- (c) Other reports that may be required.

7.3 LACMTA and Caltrans 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. Grantee 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. Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement. LACMTA shall use 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 Grantee 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 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") 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.

7.6 Grantee shall cause all contractors to comply with the requirements of Sections 7.3, 7.4 and 7.5 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.

7.7 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 Agreement.

7.8 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the grant funds provided herein and/or recommend not to award future Open Streets Program grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing grant funds provided herein or failure to return grant funds provided herein 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 Agreement, including the access to records provisions.

7.9 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.

7.10 Grantee shall support a predetermined consultant selected by Metro to provide the LACMTA Open Streets Program Manager a post implementation report no later than three months after the day of the Event which report shall include items i-v listed below. Once LACMTA receives a satisfactory report, LACMTA will release any retention and make final payment to Grantee.

- (i) Participation Counts of Pedestrians and Cyclists at the Event
Using at least one of the following count methods
 - Install temporary electronic detection counters (tube, video, or infrared).
 - Conduct an "incomplete count" (a methodology from ecological studies) using visual or pictorial counts. This may be conducted by using crowdsourcing via Facebook, Twitter or Instagram.
 - An incomplete count involves counting part of a population and then extrapolating to the entire population. A geographic area or screenline may be established as the sample area and an attempt made to count all the individuals in the set area or passing through the screenline. In the case of an Open Street event several geographic areas or screenlines should be established and sample counting should take place at regular intervals at the same time at all locations.

- (ii) Transportation use data
 - Counts of bicyclists exiting at all rail transit stations directly adjacent to the route
 - Survey of at least 500 individuals exiting the train asking the following questions:
 - Are you attending today's open street event?
 - Is this your first time riding Metro Rail?

- If “NO” how often do you ride metro rail
 - Less than once a month
 - 1-3 times per a month
 - 4-7 times per a month
 - 8 or more times a month

- (iii) **Personal Anecdotes**
 Provide personal stories from participants, business owners along the route or Event volunteers describing how the Event has positively affected their lives or community. Grantee shall engage in a dialogue with the community in person, via e-mail or through a social media platform like Facebook, Twitter or Instagram using (at least) one of the following questions:
 - **Participants & Volunteers**
 - How has the Event improved your neighborhood/community?
 - Has the Event encouraged you to use active transportation or transit modes more often?
 - **Business owners**
 - Has the Event brought new or more patrons to you?
 - In light of the Event, do you think that active transportation (pedestrian and bicycle) infrastructure improvements would improve your business opportunities?

- (iv) **Bike-Trains & Bike Bus Shuttles Ridership**
 If bike-trains or special bike shuttles were used to transport participants to the event, then report the ridership of these services on the day of. If municipal bus services were employed, report on ridership on the day of the event and provide a monthly average for the same day of the week since the event took place.

- (v) **Local Economic Benefit**
 Provide at least one of the following:
 - Report the sales tax receipts revenue for all businesses along the route and/or within ¼ mile of the route for the day of the Event and a monthly average for that same day of the week for comparison.
 - Report how the Event affected sales at selected participating businesses along the route (a minimum of one business for every mile of the event). These businesses may have participated by providing discounts to pedestrians and cyclists or by having a sales display or dining tables on the sidewalk.

8. ALLOWABLE COSTS

8.1 Allowable Project costs are described in the federal grant, the Scope of Work,

and in federal guidelines.

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

- (a) Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by Grantee: 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.
- (b) 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. [INTENTIONALLY OMITTED]

10. EXPENDITURE AND DISPOSITION OF FUNDS

10.1 The expenditure and disposition of the Grant Amount by Grantee 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 Caltrans. Grantee shall not utilize the Grant Amount in any way or on any project other than that specified in this Agreement.

10.2 Grantee shall address all correspondence regarding this Project to the LACMTA Open Streets Program Manager.

10.3 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".

10.4 No material changes, as determined by LACMTA in its reasonable discretion, to the Financial Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee. Grantee shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or Scope of Work that it originally submitted to LACMTA.

11. TIMELY USE OF FUNDS

11.1 Grantee shall obligate the Grant Amount programmed under this Agreement no later than sixty (60) days after the date of the Event.

11.2 In the event this Agreement is not executed and/or evidence of timely obligation of the Grant Amount is not provided as described in Section 11.1 of this

Agreement, the Project will be reevaluated by LACMTA and the Grant Amount may be deobligated. In the event that the Grant Amount is deobligated, this Agreement shall automatically terminate.

12. DEFAULT

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

13. REMEDIES

13.1 In the event of a default by Grantee (as defined in Section 12), the 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, 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 Grant Amount to Grantee;
- (c) LACMTA may recover from Grantee any funds paid to Grantee after the default; and/or,
- (d) Any remedies Caltrans may have under the Federal Grant.

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

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

14. TERMINATION

14.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either Grantee or LACMTA may terminate its obligations hereunder at any time, without cause, on (30) days prior written notice. Upon termination, LACMTA shall have no obligation to reimburse for any costs or expenses incurred after the termination date.

15. COMMUNICATIONS

15.1 LACMTA will be the exclusive presenting sponsor of the Event and all promotional materials, press releases, graphics, promotions via print, TV, radio or web channels and other identifiers will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." The presenting sponsorship may not be shared. In addition, all printed and/or online promotional materials and promotions via print, TV, radio or web channels must include the "Open Streets Made Possible By Metro" type and logo lock up as supplied by the LACMTA Program Manager. Any other sponsor logos or credits for the Event must be separated graphically, in type and/or in following succession from the presenting sponsor mention of LACMTA and "Open Streets Made Possible By Metro" type and logo lock up.

15.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

15.3 All Social Media notification calling out the event will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." Any graphics used in said notifications that include the title of the event must include the "Open Streets Made Possible By Metro" type and logo lock up as supplied by the LACMTA Program Manager.

15.4 Grantee shall ensure that all Event promotions via print, TV, Radio or social media channels include one of the following references or links to LACMTA's online presence as appropriate depending on the platform: Twitter accounts: @BikeMetro or @Metrolosangeles; Facebook pages: facebook.com/bikemetro or facebook.com/losangelesmetro.

15.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

15.6 Grantee shall ensure that all Communication Materials identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro," or other mutually agreeable language and graphic lockup featuring Metro and/or the Metro logo, and comply with recognition of LACMTA's contribution to the Event as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Open Streets Program Manager. Grantee shall check with the LACMTA Open Streets Program Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the communications requirements specified in this Agreement and with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

15.7 Grantee shall submit all graphic files and Communication Materials to LACMTA for approval by the LACMTA Open Streets Program Manager and LACMTA Communications prior to the release of such publicity or promotional materials or Communication Materials for the Event. LACMTA shall have at least one day to review and provide its approval. After any Communication Materials has been released to the public, Grantee shall provide a copy of or notice of such Communication Material to the LACMTA Open Streets Program Manager by either e-mail or social media channels.

15.8 LACMTA shall be provided at no cost with a minimum of 1,000 SF space in a prominent, central location at the Event for an LACMTA booth/activity space, plus at least two 10' x 10' spaces for satellite displays elsewhere at the Event. LACMTA shall have the right at any one or more of the above three locations or through a mobile vending cart, bicycle, or other vehicle, to sell, distribute or otherwise make available to Event attendees marketing, outreach and other promotional products and merchandise, including, without limitation, fare media, t-shirts and other apparel, accessories, items available for sale at the Metro Store, brochures, maps, take-ones and other novelty items. The selection of products and merchandise available for sale and distribution shall be at LACMTA's sole discretion.

15.9 The LACMTA Open Streets Program Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section 15. Grantee 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.

15.10 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communication

15.11 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project related Communications Materials will comply with the requirements contained in this Section 15.

16. INDEMNITY

16.1 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 the Project, any work performed by, and/or service provided by, Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents and employees harmless from and against any claims, loss demand, action, damages, liability, penalty, fine judgment, lien, cost 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 (including consequential damages) (collectively, "Claims") arising out of the Project, including, without limitation: (i) use of the grant funds provided herein by Grantee, 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 Grantee obligations under this Agreement or the Grant; (iv) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the Scope of Work and the Project; or (v) any Claims arising from the actual Event itself.

17. OTHER TERMS AND CONDITIONS

17.1 This Agreement, along with the applicable requirements of Caltrans, 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.

17.2 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. Agency Court for the Central Agency 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.

17.3 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.

17.4 Grantee 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.

17.5 Grantee 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.

17.6 Subject to all requirements of this Agreement, the Federal Grant, and all other applicable requirements of LACMTA and Caltrans, including, without limitation, any requirement of competitive procurement of services and assets, Grantee may contract with other entities to implement this Agreement.

17.7 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.

17.8 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.

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

17.10 Grantee 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.

17.11 Grantee agrees that federal laws and regulations control Project award and implementation. Grantee understands and agrees that unless Caltrans 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, Grantee may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved by Caltrans.

17.12 Grantee 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 Caltrans authorized official awards of federal assistance for the Project may be modified from time to time. In particular, new federal laws, regulations and directives may become effective after the date on which Grantee executes the Agreement for the Project, and might apply to that Agreement. Grantee agrees that the most recent of such federal laws, regulations and directives will govern the administration of the Project at any particular time, except to the extent Caltrans determines otherwise in writing.

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: David Gale for 4/21/2017
Phillip A. Washington Date
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: [Signature] 11/2/16
Deputy Date

GRANTEE: City of Long Beach

By: [Signature] 3/31/17
Patrick H. West Date
City Manager
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM (OPTIONAL):

By: _____
Date

General Counsel
APPROVED AS TO FORM
3-21, 2017
CHARLES PARKIN City Attorney
By: [Signature]
AMY R. WEBBER
DEPUTY CITY ATTORNEY

EXHIBIT A SCOPE OF WORK

Event Name:

Beach Streets Anaheim Corridor

Event Date and Time:

November 12th, 2016: 10:00 AM – 4:00 PM

Event Description:

Beach Streets: Anaheim Corridor temporarily closes Anaheim Street to automobiles and celebrates sustainable and active transportation, local businesses and communities in a comfortable, family-oriented environment. Programs include skate parks, free yoga classes, bike maintenance, live music, and more. This third, full scale Beach Streets event will showcase Cambodia Town and the Zaferia District, as well as Anaheim Blvd. businesses, with connections to the Blue Line and the LA River Bike Path.

Event Location:

Anaheim Blvd., LA River to PCH.

Roles and Responsibilities:

Our partner agencies are Long Beach Transit, the Port of Long Beach, and Long Beach Unified School District. They will all be involved in pre-event planning, day of event staging, and outreach. Within the City of Long Beach, most City Departments will be involved with the event. The Special Events team will play a key lead role in the day of event staging and pre-planning. The City will also bring on an additional non-profit organization, or organizations, for various tasks or coordination help. Our City Council members and Mayor, as well as Supervisor Knabe, have all pledged their support. The local business associations along the route will play key roles in pre-event planning and outreach efforts for these events. Additional support will be provided by a number of local groups, including BIKEable Communities, other local business associations, the Los Angeles County Bicycle Coalition (LACBC), Pedal Movement, Empact Long Beach, and others. Additionally, the City plans to make this a regional event for the 27 cities in the Gateway Cities Council of Governments.

Contact Information:

Nate Baird, Mobility & Healthy Living Programs Officer, Public Works
(562) 570-6675 nathan.baird@longbeach.gov

EXHIBIT A-1 EVENT MAP

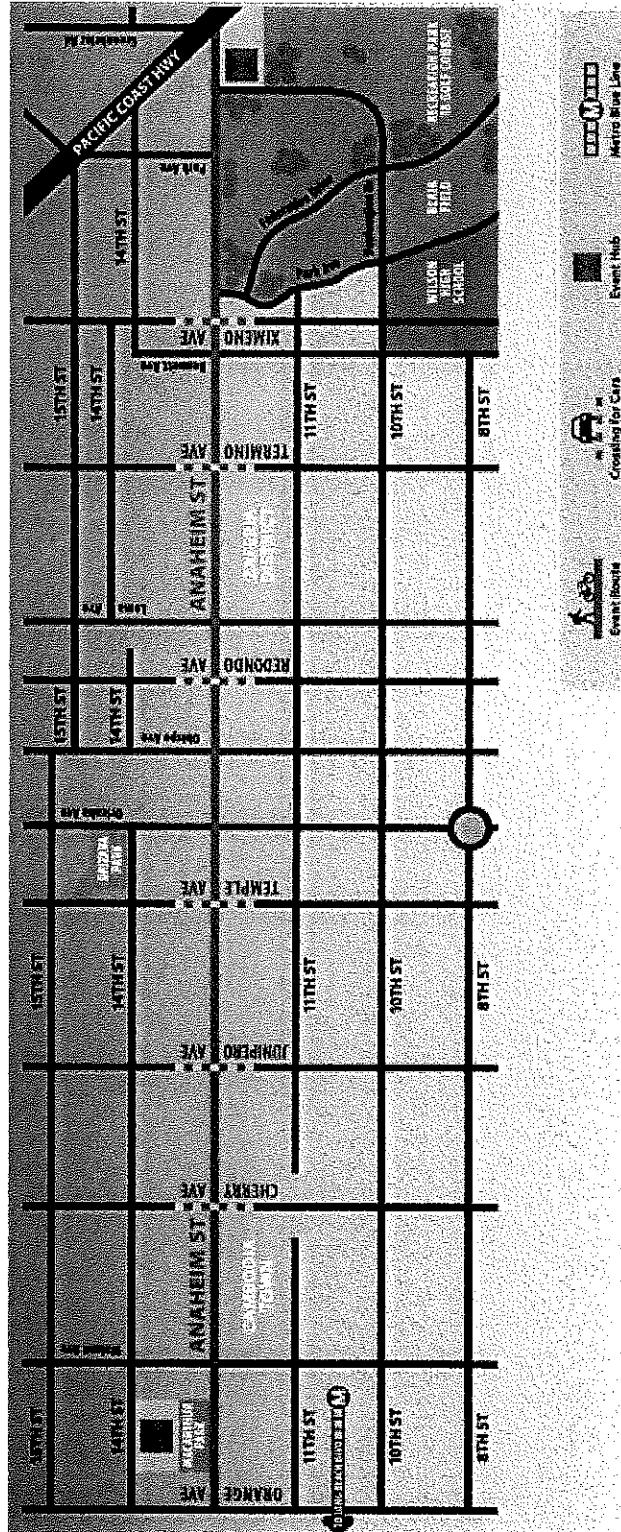


EXHIBIT B FINANCIAL PLAN

The total cost of the Project is \$350,000. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Category	<u>(Metro Grant Award)</u>	<u>Local Match</u>
Non-Infrastructure	\$ 190,000	\$160,000

Sources of Federal Financial Assistance

<u>UZA ID</u>	<u>Funding Source</u>	<u>Amount</u>
9154 LACMTA	Metro Grant Funds	\$190,000

Local Match

FUNDING SOURCES	TOTAL (\$)	GRANT(\$)	LOCAL (\$) ¹
1. Metro Grant Award	350,000	190,000	160,000

ELIGIBLE COSTS	TOTAL (\$)	GRANT (\$)	LOCAL (\$) ¹
Outreach cost	50,000	0	50,000
Pre-event Planning costs	160,000	50,000	110,000
Event Day costs (Staffing, rentals, permits, etc.)	140,000	140,000	0
Total			

1. In-kind local contribution as required by the Metro Open Streets Grant Program. Toll credits are programmed in lieu of a local match to meet Federal matching requirements.