



Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

33766

November 17, 2017

Carl Hickman, P.E., T.E.
Senior Traffic Engineer
City of Long Beach
333 W. Ocean Blvd., 10th Floor
Long Beach, CA 90802

Dear Mr. ~~Hickman~~ ^{Carl}:

Attached you will find the executed amendment to the Funding Agreement between Los Angeles County Metropolitan Transportation Authority and the City of Long Beach for the Metro Blue Line Signal Prioritization project, LACMTA Call for Projects ID#F7313.

If you should have any questions please call at (213) 418-3287 or email at alegree@metro.net.

Sincerely,

Ed Alegre, PTP
Los Angeles County Metropolitan Transportation Authority

Attachment

AMENDMENT No. 1 TO FUNDING AGREEMENT
BETWEEN CITY OF LONG BEACH AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of August 1, 2017, by and between City of Long Beach ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. Grantee and LACMTA entered into that certain Funding Agreement No. 92000000F7313 dated November 18, 2014, (the "Existing FA"), which Existing FA provides for the Long Beach's Metro Blue Line Signal Prioritization (the "Project"); and
- B. Whereas, LACMTA Board on July 27, 2017 desires to extend the lapsing date of the Project to June 30, 2018; and
- C. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“8. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

8.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestone due dates as agreed upon by the LACMTA and Grantee in the Funding Agreement; milestones include, but are not limited to the following:
 - a. for project development, Grantee must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
 - b. for right-of-way, Grantee must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and Grantee prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) funds programmed for FY 2014-15 and FY 2015-16 are subject to lapse on June 30, 2018.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. If the Project does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will

not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA’s Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the FA.

8.4 If Grantee does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA’s sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If the GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.”

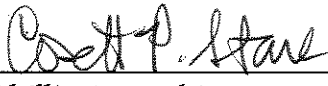
2. Attachment B – Scope of Work, attached to the Existing FA is hereby amended by deleting the Project Schedule and replacing it with the following Revised Project Schedule:

| FA Milestones | Original FA Schedule in Scope of Work | | Revised Project Schedule | |
|--|---------------------------------------|---------------|--------------------------|---------------|
| | Start Date | End Date | Start Date | End Date |
| Solicitation | Jan-15 | Apr-15 | Sep-15 | Jan-16 |
| Develop Solicitation Package | Jan-15 | Feb-15 | Sep-15 | Oct-15 |
| Solicitation Response | Mar-15 | Mar-15 | Oct-15 | Nov-15 |
| Contract Award | Apr-15 | Apr-15 | Dec 15 | Dec-15 |
| Fully Executed Contract | Apr-15 | Apr-15 | Jan-16 | Jan-16 |
| Preliminary and Detail Design | Apr-15 | Sep-15 | Mar-16 | Apr-17 |
| Preliminary Design Report | Apr-15 | May-15 | Mar-16 | May-16 |
| 65% PS&E | Jun-15 | Jun-15 | May-16 | Aug-16 |
| 95% PS&E | Jul-15 | Jul-15 | Oct-16 | Dec-16 |
| Final PS&E | Aug-15 | Sep-15 | Feb-17 | Apr-17 |
| Construction and Integration | Oct-15 | Dec-16 | Oct-17 | Jun-18 |
| Integration and Construction | Nov-15 | Dec-16 | Oct-17 | Jun-18 |
| Total Project Duration (Months) | 24 | | 34 | |

3. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: 
for Phillip A. Washington
Chief Executive Officer

Date: 11/14/17


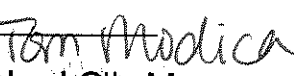
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 
Deputy

Date: 9/28/17

CITY OF LONG BEACH

By: 
~~Patrick H. West~~ City Manager
 Tom Modica
Assistant City Manager

Date: 10/31/17

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM:

By: 
Charles Parkin
City Attorney

Date: 10-25-17