

36626

Transit Oriented Communities Technical Assistance Program (TOC  
TAP)  
Round 2

AWARD AGREEMENT

This Agreement ("Agreement") is dated March 29, 2023 for reference purposes only, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and CITY OF LONG BEACH ("Recipient") for THE ATLANTIC AVENUE CORRIDOR STUDY PROJECT - LACMTA Transit Oriented Communities Technical Assistance Program (TOC TAP) ID# 9200000000TOC2301 as described in this Agreement and the attachments hereto ("Project").

WHEREAS, as part of Round 2 of the TOC TAP Program, the LACMTA Board of Directors, at its meeting on October 22, 2020, authorized funding implementation activities for Los Angeles County jurisdictions and other eligible applicants with up to \$200,000 for technical assistance needed to build local jurisdiction capacity in TOC subject areas and/or explore the feasibility of implementing TOC planning programs.

WHEREAS, the Recipient is subject to all program requirements within in the TOC Grant Writing Assistance and Technical Assistance Program Guidelines ("Guidelines") and to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:


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

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Project Schedule and Budget
4. Attachment B - Scope of Work
5. Attachment C - Reporting and Expenditure Instructions
6. Attachment D - Quarterly Progress/Expense Report

In the event of a conflict, the Specific Terms of this Agreement and Attachments A, B, C and D shall have precedence in that order and shall prevail over the General Terms.


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:  Date: 6/28/2023  
for Stephanie N. Wiggins  
Chief Executive Officer

APPROVED AS TO FORM:

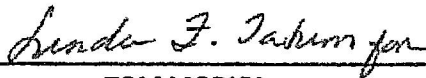
DAWYN R. HARRISON  
County Counsel

By:  Date: 5/16/2023  
Deputy


RECIPIENT:

THE CITY OF LONG BEACH

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

By:  Date: 6/13/23  
TOM MODICA  
CITY MANAGER

APPROVED AS TO FORM:

By:  Date: June 6, 2023  
DAWN MCINTOSH  
CITY ATTORNEY

PART I  
SPECIFIC TERMS OF THE AGREEMENT

1. The Title of the Project is THE ATLANTIC AVENUE CORRIDOR STUDY - LACMTA Transit Oriented Communities Technical Assistance Program ID# 9200000000TOC2301.
2. To the extent the Funds are available, LACMTA shall provide to Recipient a one-time award of General Funds, based on Project eligibility and funds available, in the amount of \$195,500 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of October 22, 2020, approved TOC Technical Assistance Program.
3. This one-time award shall be on a reimbursement basis. Recipient must provide the appropriate supporting documents with the Quarterly Progress/Expense Report, (Attachment D).
4. Recipient may contribute the Award Funding Commitment (local match), to the Project in the amounts and toward the Scope of Work, all as specified in (Attachment A). In each Quarterly Progress/Expense Report (Attachment D), Recipient shall report on the use of the local match which should be consistent with Attachment A. If Recipient does not meet its local match commitment, it shall be considered a default under this Agreement and LACMTA will have the remedies available to it under Part II, Sections 12 and 13. Any changes in the Recipient Award Funding Commitment must be made by mutual agreement of the parties and documented in an amendment to this Agreement.
5. Recipient shall complete the Project as described in the "Scope of Work," attached to this Agreement as **Attachment B**. The Scope of Work includes a description of the Project and a detailed description of the work and tasks to be completed, including project deliverables, by Recipient. Project work shall adhere to the Project Schedule and Budget attached to this Agreement as **Attachment A**, consistent with the Reporting and Expenditure Instructions as referenced as "Instructions" as Attachment C. If Recipient is consistently behind schedule in meeting milestones or in delivering the Project, in accordance with Attachments A and C then LACMTA shall have the option to terminate this Agreement for default as described in Part II, Sections 12 and 13 and deobligate funds as described in Part II, Section 8.
6. Eligible Project expenses and reporting procedures are defined in the Reporting and Expenditure Instructions attached to this Agreement as **Attachment C**. The form of the Quarterly Progress/Expense Report is attached as **Attachment D**. LACMTA shall withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work (Attachment B).
7. The duration of the Agreement, as evidenced in **Attachment A**, shall be thirty-six (36) months and all eligible costs shall be incurred during this period. The funds may be deobligated if the Project is not completed within thirty-six (36) months from the fully executed Agreement date.

8. Recipient shall ensure that the award funded work is consistent with implementation of strategies contained in the Guidelines. If upon review of the Quarterly Progress/Expense Report (Attachment D), LACMTA finds that the Project is not consistent with the Guidelines, LACMTA may find Recipient to be in default and shall have the remedies as described in Part II, Sections 12 and 13. LACMTA may also deobligate funds as described in Part II, Section 8.

PART II  
GENERAL TERMS OF THE AGREEMENT

1. TERM:

1.1 The term of this Agreement shall commence on the date this Agreement is fully executed and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work (Attachment B) 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 Recipient. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this Agreement by giving written notice to Recipient at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse Recipient any costs incurred after the termination date.

2. INVOICE BY RECIPIENT:

2.1 Unless otherwise stated in this Agreement, the Quarterly Progress/Expense Report (Attachment D), with supporting documentation of expenses and project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required pursuant to this Agreement, shall satisfy LACMTA invoicing requirements. Expenses that are not invoiced within sixty (60) days after the lapsing date as defined in the Lapsing Policy, Part II, Section 8.1 below are not eligible for reimbursement.

Send invoices with supporting documentation to:

gallardofa@metro.net, and, once reviewed and approved to: accountspayable@metro.net

3. USE OF FUNDS:

3.1 Recipient shall utilize the Funds to complete the Project as described in the Scope of Work (Attachment B) and in accordance with the Reporting and Expenditure Instructions (Attachment C). Recipient shall be eligible for the Funds up to the award amount specified in Part I, Section 2 of this Agreement subject to the terms and conditions contained herein.

3.2 Recipient shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, Recipient shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment B).

3.3 Recipient must use the Funds in the most cost-effective manner. If Recipient 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 Recipient's contracting procedures and consistent with State law. Recipient staff or consultant with project oversight roles cannot award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.4 Recipient may change budgetary amount per task within the Scope of Work (Attachment B), subject to LACMTA approval as set forth in Part II, Section 10 hereof.

3.5 Recipient's employees, officers, councilmembers, board members, agents, or consultants (a "Recipient 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 Recipient Party (b) any member of a Recipient Party's immediate family, (c) a partner of a Recipient 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. DISBURSEMENT OF FUNDS:

4.1 Recipient shall submit the Quarterly Progress/Expense Report (Attachment D) within thirty (30) days after the close of each quarter. Should Recipient fail to submit such reports within ten (10) days of the due date or if Recipient submits incomplete reports, LACMTA will not reimburse Recipient until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expense Report (Attachment D) shall include all appropriate supporting documentation (such as contractor invoices, receipts, etc.) as set forth in the Instructions (Attachment C). 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, Recipient will still be required to submit the Quarterly Progress/Expense Report (Attachment D), indicating that no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a month, then Recipient can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

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 Recipient. Recipient must complete the ACH form and submit such form to LACMTA before

funding award reimbursement payments can be made. ACH Request Forms will be provided by LACMTA staff.

4.4 Expenses that are not invoiced within sixty (60) days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.5 Any Funds expended by Recipient prior to the execution of this Agreement by LACMTA shall not be reimbursed.

## 5. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

5.1\*<sup>1</sup> LACMTA and/or its designee shall have the right to conduct audits of the Project, as it deems 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 an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Recipient 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 Agreement period under review). Recipient agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Recipient shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. Recipient's eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expense Instructions (Attachment C) and Office of Management and Budget ("OMB") Circular A-87. The allowability of costs for Recipient's contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expense Report (Attachment D) shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulations, Subpart 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require Recipient to return monies to LACMTA, Recipient shall return such monies within thirty (30) days after the final audit is sent to Recipient.

5.2\* Recipient'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"). Recipient's 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

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<sup>1</sup> See Part II, Section 15.6 for asterisk

they may apply to costs associated with the Project. These records must be retained by Recipient for 3 years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

5.3\* Recipient shall cause all contractors to comply with the requirements of this Part II, Sections 5.1 and 5.2 above. Recipient 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.

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

5.5\* LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Recipient 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.

5.6\* In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to approve a future Award to Recipient if the LACMTA audit has determined that Recipient 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 materially out of compliance with other terms and conditions as defined by this Agreement, including the access to records provisions of this Part II, Section 5.

5.7\* Recipient shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB Circular A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.8\* Recipient shall also certify final costs of the Project to ensure all costs are in compliance with OMB Circular A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on Recipient's own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. ONE-TIME AWARD:

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

7. SOURCES AND DISPOSITION OF FUNDS:

7.1 The obligation for LACMTA to award the Funds for the Project is subject to sufficient Funds being made available for the Project by LACMTA. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 Recipient shall be responsible for any and all cost overruns for the Project.

7.3 If the Funds are insufficient to complete the Project, Recipient may modify the Scope of Work (Attachment B) to allow project completion with other funds available to Recipient. LACMTA shall have the right to review and approve or reject any proposed changes to the Scope of Work (Attachment B).

7.4 If at any time, Recipient receives outside funding for the Project in addition to the Funds identified in the Scope of Work (Attachment B) at the time this Agreement was executed, this Agreement shall be amended to reflect such additional funding. If, at the time of final invoice, funding for the Project (including the Funds 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 as specified in the Scope of Work (Attachment B), and the Funds required for the Project shall be reduced accordingly.

8. TIMELY USE / RECERTIFICATION / DEOBLIGATION OF FUNDS:

8.1 Recipient must demonstrate timely use of the Funds and effective implementation of project scope of work by:

- (i) Executing this Agreement within sixty (60) days of receiving formal transmittal of the Agreement from LACMTA.
- (ii) Meeting the Project milestone and deliverable due dates as stated in the Project Schedule and Budget (Attachment A) and Scope of Work (Attachment B).
- (iii) Timely submitting of the Quarterly Progress/Expense Reports (Attachment D) as defined in Part II, Section 2 of this Agreement

- and the Reporting and Expenditure Instructions (Attachment C); and
- (iv) Expending funds granted within thirty-six (36) months from the date the Agreement is fully executed. Expenses that are not invoiced within sixty (60) days after the lapsing date are not eligible for reimbursement.
- (v) Procuring contract/consultant to complete funding award Scope of Work (Attachment B) within six (6) months of Agreement execution with LACMTA.
- (vi) Notifying LACMTA as soon as Recipient is aware of any changes and circumstances which alter the eligibility of the approved project.

If Recipient fails to meet any of the above conditions, the project shall be considered lapsed and will be submitted to LACMTA for deobligation.

8.2 In the event that the timely use of the Funds and effective implementation of the project scope of work is not demonstrated as described in Part II, Section 8.1 of this Agreement, the Project will be reevaluated by LACMTA as part of its annual budget recertification of funds and TOC TAP deobligation process. The Funds may be deobligated and reprogrammed to another project by LACMTA. If Recipient does not complete one element of the Project, as described in the Scope of Work (Attachment B) 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 reprogrammed, this Agreement shall automatically terminate.

## 9. EXTENSIONS TO LAPSE DATE

9.1 Time extensions may be granted under the following conditions:

- a. Project delay due to an unforeseen and extraordinary circumstance beyond the control of the project sponsor (legal challenge, act of God, etc).
- b. Project delay due to an action that results in a change in scope of work or project schedule that is mutually agreed upon by LACMTA and the project sponsor prior to the extension request.
- c. Project fails to meet completion milestone, however public action on the proposed regulatory change(s) has been scheduled and noticed to occur within 60 days of the scheduled completion milestone.
- d. Upon full execution of Agreement, Recipient has committed to having the staffing necessary to fulfill the Scope of Work. Therefore, inadequate staffing shall not be considered a basis for

administrative extensions to the lapse date or appeal of deobligation of funds.

- e. Time extensions longer than 6 months will require a formal written amendment of the Agreement Pursuant to Part II, Section 10.1 below.
- f. Time extensions 6 months or shorter may be granted by the Metro Senior Director consistent with Part II, Section 10.2, below.

## 10. AMENDMENTS

10.1 Amendments to this Agreement shall be in writing executed by the parties. Formal written amendments are required for (i) changes to the award funding amount, (ii) changes to the Project Funding, (iii) changes to the Scope of Work (Attachment B), and/or (iv) time extensions longer than 6 months. Formal written amendments shall be approved and signed by the LACMTA Chief Executive Officer or his/her designee and Recipient.

10.2 Notwithstanding the forgoing, Recipient may transfer funds between line items within the Scope of Work and Budget or make non-material schedule changes, subject to LACMTA written approval without a formal amendment to this Agreement. Recipient may also seek a one-time 6-month extension pursuant to Part II, Section 9.1, above. In order to transfer funds or make non-material schedule changes, Recipient shall submit a memo to LACMTA Senior Director describing (i) justifications for the time extension; (ii) the amount of proposed transfer of funds, and between which line items; (iii) how the proposed transfer will affect the Scope of Work; and (iv) how the Scope of Work and deliverables are still achievable if the proposed transfer is effectuated. LACMTA will have fifteen (15) working days to approve or disapprove the proposed change, and such approval or disapproval may be provided either by written memo or by email from the Metro Senior Director with concurrence from the Metro Senior Executive Officer.

## 11. NOTICE

11.1 Notice shall be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt at the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
Attention: Fabian Gallardo, Manager, Mail Stop 99-22-2  
One Gateway Plaza  
Los Angeles, CA 90012  
213.922.2677  
Gallardofa@metro.net

Recipient's Address:

City of Long Beach  
Attention: Ricardo Light, Project Manager  
411 W. Ocean Blvd  
Long Beach, CA 90802  
562.570.6331  
ricardo.light@longbeach.gov

12. DEFAULT:

12.1 A Default under this Agreement is defined as any one or more of the following: (i) Recipient fails to comply with the terms and conditions contained herein or in the Instructions, (Attachment C); or (ii) Recipient is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) Recipient fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Scope of Work (Attachment B) or the Project Funding without LACMTA's prior written consent or approval as provided herein.

13. REMEDIES:

13.1 In the event of a Default by Recipient, LACMTA shall provide written notice of such Default to Recipient with a 30-day period to cure the Default. In the event Recipient fails to cure the Default or to commit to cure the Default and commence the cure within such 30-day period, and thereafter diligently continue such cure to completion to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to Recipient; and/or (iii) LACMTA may recover from Recipient any Funds disbursed to Recipient as allowed by law or in equity.

13.2 Effective upon receipt of written notice of termination from LACMTA, pursuant to Section 13.1, Recipient shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Recipient.

13.3 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.

14. COMMUNICATIONS:

14.1 Recipient shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available at <http://metro.net/partners-civic>. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Recipient shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

14.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to community outreach materials, press events, public and external newsletters, printed materials, advertising, websites, radio and public service announcements, electronic media, and construction site signage, as well as the plan or other primary deliverables funded by the Award. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

14.3 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 Award Recipients to use is included in the Recipient Funding Agreement Communications Guidelines.

14.4 Recipient 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.

14.5 The LACMTA staff shall be responsible for monitoring Recipient compliance with the terms and conditions of this Section. Recipient 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. OTHER TERMS AND PROGRAM CONDITIONS:

15.1 This Agreement, along with its Attachments, 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 signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Attachments shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

15.2\* In the event that there is any court proceeding between the parties to enforce or interpret this Agreement 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.

15.3\* Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Recipient under or in connection with any work performed by and or service provided by Recipient, its officers, agents, employees, contractors, and subcontractors under this Agreement. Recipient shall fully indemnify, defend with counsel approved by LACMTA, and hold LACMTA and its subsidiaries, and their respective directors, officers, agents, and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person, or damage to or loss of property, any environmental obligation, and any legal fees, in any way arising out of the acts or omissions to act related to Project or this Agreement, without requirement that LACMTA first pay such claims.

15.4 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 Agreement.

15.5\* Recipient 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 the applicable requirements and regulations of LACMTA. Recipient 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.

15.6 Recipient agrees that those sections of this Agreement marked with an **asterisk** be included in every contract entered into by Recipient or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

15.7 Recipient shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his/her designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

15.8\* This Agreement shall be governed by California 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.

15.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assignees.

15.10 Recipient will advise LACMTA prior to any key Project staffing changes.

15.11 Recipient in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. Recipient 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. Recipient shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

15.12 Recipient is required to share their proposed draft RFP, draft consultant contract and draft regulatory documents to LACMTA project staff prior to City approval.

15.13 Quarterly briefings will be conducted with Metro staff throughout the project schedule at significant milestones, i.e., kick off meetings, draft documents, outreach events and committee approvals, etc.

15.14 Recipient shall demonstrate that it can meet project milestones and stay within the budget identified in this Agreement. If at the time Recipient has expended seventy-five percent (75%) of the Award Funds and Recipient has not demonstrated that the work is sufficiently complete consistent with this Agreement. LACMTA's Senior Director will notify Recipient's Project Manager through written notice that payments will cease until a mutually agreed-to cost control plan is in place. In the case of insufficient funds to complete the Project, no further payments will be made and Recipient will identify and secure additional funds to complete the project identified in Attachment A.

15.15 Recipient will be required to participate in bi-annual surveys to help Metro identify areas of program improvement and collect information about the Project, including, but not limited to, how the Project is improving equitable outcomes and aligning with Metro's TOC Policy.

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
TRANSIT ORIENTED COMMUNITIES TECHNICAL ASSISTANCE PROGRAM  
(TOC TAP)**

**ATTACHMENT A - PROJECT BUDGET AND TIMELINE**

**Project Title: Atlantic Avenue Corridor Study**

**Sponsor: City of Long Beach**

List each principal tasks and subtasks, providing both the budget and timeline for each. Add or delete rows as needed.

Task #	Task Title	Fund Sources			Fiscal Years											
					2023		2024				2025				2026	
		Metro	Other	Total Cost	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
1	Project Management	\$0	\$7,500	\$7,500												
1.1	Consultant Procurement	\$0	\$1,500	\$1,500												
1.2	Invoicing and Contract Management	\$0	\$6,000	\$6,000												
2	Review Existing Conditions and Plans	\$43,000	\$0	\$43,000												
2.1	Existing Plan Summary	\$15,000	\$0	\$15,000												
2.2	Existing Conditions and Data Analysis	\$28,000	\$0	\$28,000												
3	Community Engagement	\$65,000	\$0	\$65,000												
3.1	Create a Community Engagement Plan	\$12,000	\$0	\$12,000												
3.2	Create Project Webpage and Online Engagement Platform	\$8,000	\$0	\$8,000												
3.3	In-person Engagement at Meetings and Community Events	\$45,000	\$0	\$45,000												
4	Prepare Corridor Study Report	\$87,500	\$0	\$87,500												
4.1	Infrastructure Recommendations	\$57,500	\$0	\$57,500												
4.2	Create Project Renderings	\$15,000	\$0	\$15,000												
4.3	Create Project Budget Sheet	\$15,000	\$0	\$15,000												
	Totals	\$195,500	\$7,500	\$203,000												

## **ATTACHMENT B**

### **SCOPE OF WORK**

#### **Project Title:**

The Atlantic Avenue Corridor Study

#### **Project Funding:**

LACTMA Award Amount: \$195,500

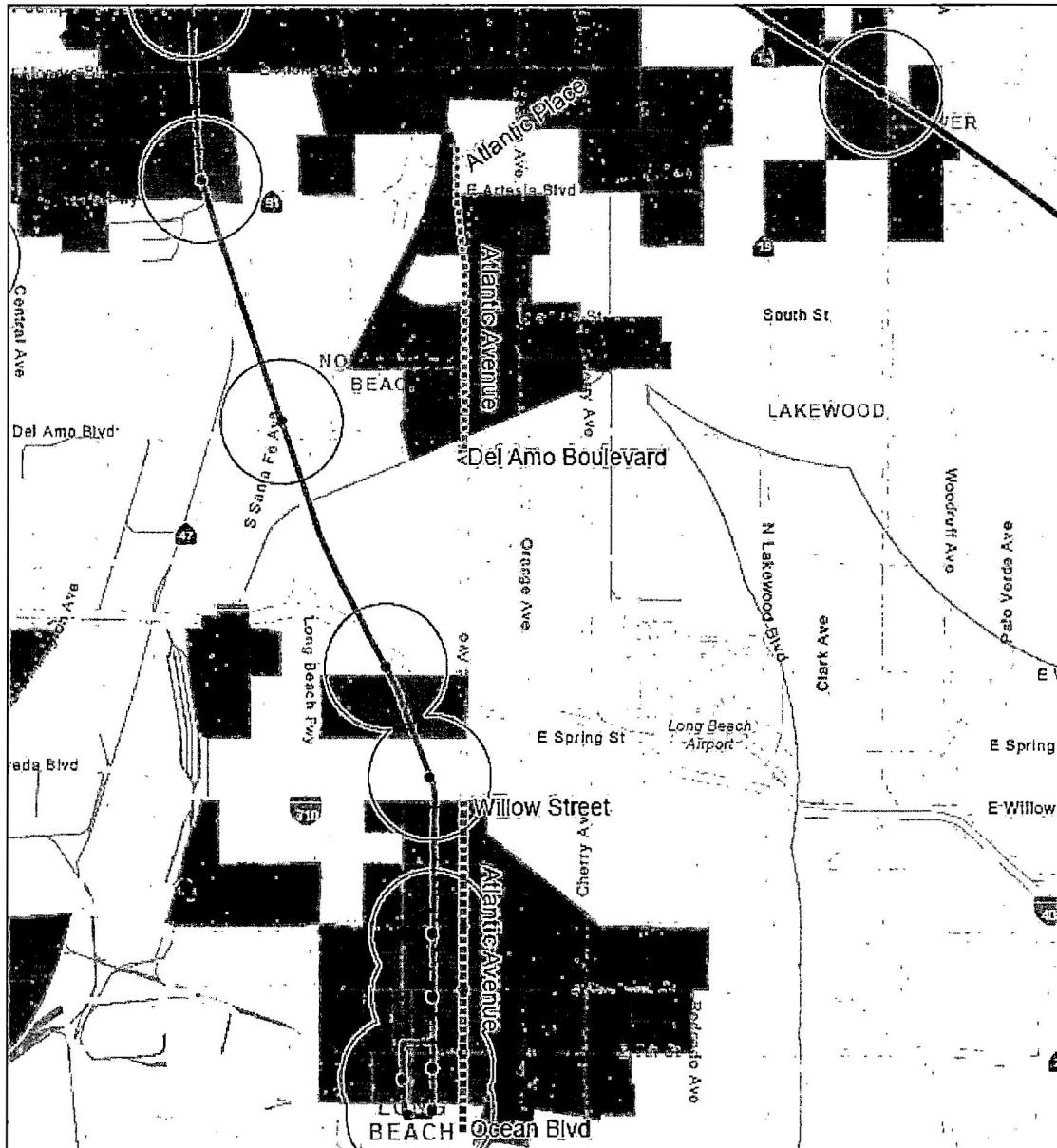
Local Match Amount: \$7,500

Total Project Amount: \$203,000

#### **Project Location:**

The Atlantic Avenue Corridor Study will identify traffic safety and complete streets improvements along the two segments of Atlantic Avenue identified on the City's high-injury network, which are also within Metro-designated Equity Focus Communities. The Corridor Study will focus on Atlantic Avenue between Ocean Boulevard and Willow Street (2.6 miles) and Atlantic Avenue between Del Amo Boulevard and Atlantic Place (2.4 miles).

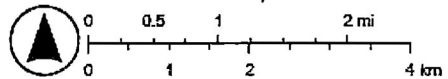
## Proposed Atlantic Corridor Study Equity-Focused Communities



11/28/2022

1:87,371

- Proposed Atlantic Avenue Corridor Study Area
- Long Beach Transit Major Stops
- Fixed Guideway/BRT Stations
- Area within 1/2 Mile of a Major Transit Stop
- Area within 3 Mile of a Major Transit Stop
- Existing
- Planned
- EFCs (Updated 2022)



City of Long Beach, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnology, Inc., METANASA, USGS, Bureau of Land Management, EPA, NPS, USDA

## **TASK 1: PROJECT MANAGEMENT**

City staff along with a consultant team will oversee the timely implementation of the Altantic Avenue Corridor Study.

### **Task 1.1 – Consultant Procurement**

City staff will identify and procure a consultant team to lead corridor study. Staff will ensure procurement method follows both City and Metro guidelines.

**Deliverable:** Executed PO or contract between City and Consultant

### **Task 1.2 – Invoicing and Contract Management**

Project team will ensure project is billed on time, benchmarks and deadlines are met, and the contract is in good standing.

**Deliverable:** Invoices and Reports

## **TASK 2: REVIEW EXISTING CONDITIONS AND PLANS**

Prepare a summary document that outlines existing conditions and identifies critical opportunities for specific targeted interventions.

### **Task 2.1 – Existing Plan Summary**

Review relevant existing plans and identify recommendations in the project area. Plans will include Bicycle Master Plan, UPLAN, Blue Line First/Last Mile Plan, Mobility Element, and Safe Streets Long Beach Action Plan among others.

**Deliverable:** Existing Plan Review Summary

### **Task 2.2 – Existing Conditions and Data Analysis**

Review collisions, counts, speeds, and other relevant transportation data. Use in-person field visits to verify and augment data.

**Deliverable:** Existing Conditions Review Summary

## **TASK 3: COMMUNITY ENGAGEMENT**

Create inclusive engagement opportunities throughout the drafting of the study that uplift the community's vision for the corridor and foster ongoing collaboration after the study is complete.

### **Task 3.1 – Create a Community Engagement Plan**

Determine the process and schedule for community and stakeholder engagement throughout the project. Establish connections with key community partners and organizations along the corridor.

**Deliverable:** Community Engagement and Partnership Plan

### **Task 3.2 – Create Project Webpage and Online Engagement Platform**

Establish an online hub for the project with goals, timeline and contact info. Include opportunities for feedback through survey or mapping platforms to include stakeholders who cannot attend in-person events.

**Deliverable:** Online Engagement Platform

### **Task 3.3 – In-person Engagement at Meetings and Community Events**

The project team will solicit input at multiple stages of the project. Engagement events will be hosted when and where it is most convenient to residents and will include translation resources. The engagement will have a particular focus on input from youth, people with disabilities, transit riders, and bicyclists and will include capacity-building resources. A toolkit will be created for staff to use when hosting/attending these events.

**Deliverable:** In-Person Engagement Toolkit

## **TASK 4: PREPARE CORRIDOR STUDY REPORT**

Building upon findings in Tasks 2 and 3, prepare a report with recommendations for addressing safety, accessibility, and first-last mile issues.

### **Task 4.1 – Infrastructure Recommendations**

Establish segment by segment infrastructure recommendations with cross-sections for the entire project corridor that incorporate safety enhancements with the community's vision for Atlantic Avenue.

**Deliverable:** Detailed Cross-Sections and Intersection Treatments

### **Task 4.2 – Create Project Renderings**

Create 3-5 renderings of proposed safety improvements at key locations along the project corridor.

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
TRANSIT ORIENTED COMMUNITIES TECHNICAL ASSISTANCE PROGRAM (TOC TAP)  
ATTACHMENT D - QUARTERLY PROGRESS/EXPENSE REPORT**

AGENCY NAME: City of Long Beach

PROJECT TITLE: Atlantic Avenue Corridor Study

AGENCY PROJECT MANAGER: Ricardo Light

METRO CONTACT: Fablan Gallardo

Date	
Invoice #	
Quarter	
Agreement #	9200000000TOC2301
Agreement Execution Date	
Agreement Lapse Date	
Payment Term	Net 30

**SECTION 1: QUARTERLY DETAILED LISTING OF EXPENSES AND CHARGES**

All expenses and charges, including Metro funding and local match contribution, must be itemized and listed below. Each item (e.g. invoices, receipts) listed must be included by an invoice and/or other supporting documentation.

Consultant Name and Invoice #	Tasks and/or Subtasks Charged	Total Amount	Amount Charged to Funding Award (FA)	Amount Charged to Local Match
<b>Total Quarterly Expenditures</b>		\$ -	\$ -	\$ -
Retention Amount (5%)			\$ -	
<b>Net Invoice Amount (Less Retention)</b>			\$ -	
<b>Expenditures to Date (Include, this Quarter)</b>				
<b>Total Project Budget</b>		\$ 203,000.00	\$ 195,500.00	\$ 7,500.00
% of Project Expended to Date		0%	0%	0%
<b>Balance Remaining</b>		\$ 203,000.00	\$ 195,500.00	\$ 7,500.00

**SECTION 2: FA EXPENDITURES TO DATE**

Task Number and Title	Funding Award Expenditures This Quarter	Funding Award Expenditures to Date (Incl. this Quarter)	Funding Award Total Budget	Funding Award % Expended
Task 1 Project Management	\$ -	\$ -	\$ 7,500.00	0%
Task 2 Review Existing Conditions and	\$ -	\$ -	\$ 43,000.00	0%
Task 3 Community Engagement	\$ -	\$ -	\$ 65,000.00	0%
Task 4 Prepare Corridor Study Report	\$ -	\$ -	\$ 80,000.00	0%
<b>Total:</b>	\$ -	\$ -	<b>195,500.00</b>	

**SECTION 3: PROJECT STATUS**

Describe work completed for each subtask charged this quarter. Indicate if subtasks are on track, running behind, or 6+ months behind schedule.

Task Number and Title	Progress Made This Quarter	Task Status
<b>Task 1: Project Management</b>		
1.1 Consultant Procurement		
1.2 Invoicing and Contract Management		
<b>Task 2: Review Existing Conditions and Plans</b>		
2.1 Existing Plan Summary		
2.2 Existing Conditions and Data Analysis		
<b>Task 3: Community Engagement</b>		
3.1 Create a Community Engagement Plan		
3.2 Create Project Webpage and Online Engagement Platform		
3.3 In-person Engagement at Meetings and Community Events		
<b>Task 4: Prepare Corridor Study Report</b>		
4.1 Infrastructure Recommendations		
4.2 Create Project Renderings		
4.3 Create Project Budget Sheet		

**SECTION 4: PAYMENT CERTIFICATION**

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

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*Signature*


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*Date*


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*Name*


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*Title*

**Deliverable:** Project Renderings

**Task 4.3 – Create Project Budget Sheet**

Prepare budgets for recommended project elements that can be used for grant applications or internal project scoping.

**Deliverable:** Budget Sheet Document

## **Transit Oriented Communities Technical Assistance Program (TOC TAP)**

### **Attachment C**

### **Reporting & Expenditure Instructions**

#### **REPORTING PROCEDURES**

1. Attachment D (Quarterly Progress/Expense Report) is required for all projects. The Recipient shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Recipient will submit a quarterly report to LACTMA staff, and, once reviewed and approved to [accountspayable@metro.net](mailto:accountspayable@metro.net). Detailed invoicing instruction may be obtained from LACMTA staff.
2. The Quarterly Progress/Expense Report covers all activities related to the project and lists all costs incurred. It is essential that Recipient provide complete and adequate responses to all the questions. The expenses listed must be accompanied by supporting documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the local match charged to the project, as relevant.
3. In cases where there are no activities to report, problems causing delays, a clear explanation, including actions to remedy the situation, must be provided.
4. Recipients are 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. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of its annual budget recertification of funds and considered under the deobligation process.
5. The Quarterly Progress/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:

***Quarter***  
July – September  
October – December  
January – March  
April – June

***Report Due Date***  
November 1  
February 1  
May 1  
August 1

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

## EXPENDITURE GUIDELINES

### ELIGIBLE COSTS

Applicants will develop and submit a budget as part of the application. Funds awarded will not exceed the budget submitted and may be less if the key objectives can be achieved at lower costs. Any cost overruns shall be the responsibility of the applicant. The TOC TAP Program can fund:

- a. Third party consulting costs directly providing services with respect to the project will be eligible for funding. Such eligible costs shall not include overtime costs.
- b. Costs associated with community outreach may include food, and non-cash incentives. Such proposed expenditures must be approved by Metro in advance of incurring costs.

### NON-ELIGIBLE COSTS

- a. Third party consultants and contracted staff costs such as equipment, furniture, rental vehicles, mileage, food, office leases or space cost allocations.
- b. Any activity or expense charged above and beyond the approved Attachment B (Scope of Work) **is considered ineligible** and will not be reimbursed by LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his or her designee. Any expense charged to the project or local match must be clearly and directly related to the project.
- c. Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- d. Administrative cost is the ongoing expense incurred by the Recipient for the duration of the project and for the direct benefit of the project as specified in Attachment B (Scope of Work). 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. Ineligible expenses include Recipient staff mileage, meals, travel, vouchers for meals, etc.

- e. LACMTA is not responsible for and will not reimburse any costs incurred by the Recipient prior to the execution of the Agreement, unless written authorization has been granted by the LACMTA Chief Executive Officer or his or her designee.
- f. The Agreement is considered executed when the LACMTA Chief Executive Officer or his or her designee signs the document.

## 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 LACTMA staff would be adjusted to reflect a “reasonable and customary” level. For a detailed 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.