

34455

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 March 13, 2020, 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. 920000000MR315.62, dated June 24, 2016, (the "Existing FA"), which Existing FA provides for the Bellflower Boulevard & Spring Street Intersection Improvement Project (the "Project"); and,

B. Whereas, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding lapsing dates to meet PAED, PS&E, ROW, and Construction time frames; and,

C. Whereas, the Grantee and LACMTA desire to extend the lapsing date of the Project Funds to June 30, 2021; and,

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

"8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines."

2. Part I, Paragraph 12 of Existing FA is hereby amended to change LACMTA's project manager to Carlos Montez, mail stop 99-18-2.

3. Part I, Paragraph 13 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"City of Long Beach
Public Works Department
411 West Ocean Boulevard
Long Beach, CA 90802
Myung Chun, Project Manager
(562) 570-6206
Myung.Chun@longbeach.gov"

4. Part II, Paragraph 9 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"9. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

9.1 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 milestones due dates as agreed upon by the LACMTA and GRANTEE in the FA; milestones include, but are not limited to the following:
 - a. 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

- b. 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 FY2015-16 are subject to lapse on June 30, 2021.

9.2 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.

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

9.4 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.

9.5 If the GRANTEE fails to meet any of the conditions in paragraph 9.1 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."

5. Part II, Paragraph 12 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"12. **COMMUNICATIONS:**

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to

time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

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

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein."

6. Attachment B-1 of the Existing FA is hereby replaced by Attachment B2-1, attached.

7. Attachment C – Scope of Work, attached to the Existing FA is hereby amended by deleting the Milestones 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
Design Bid & Award	-	-	February 2017	March 2017
Design	August 2016	July 2017	February 2017	October 2018
Construction Bid & Award	July 2017	March 2018	October 2018	July 2020
Construction	April 2018	July 2018	August 2020	November 2020
Total Project Duration (Months)	23 months		45 months	

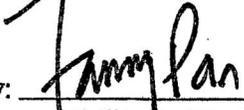
8. The parties have agreed that the Monthly Progress Report is no longer

required and therefore, Attachment D-1 and all references thereto are hereby deleted.

9. 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.

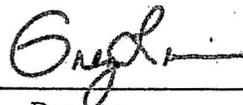
LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: 
for Phillip A. Washington
Chief Executive Officer

Date: 3/2/2021

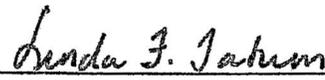
APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 
Deputy

Date: 6/17/20

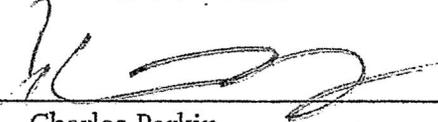
CITY OF LONG BEACH

By: 
Tom Modica
Acting City Manager

Date: 2-24-21

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM:

By: 
Charles Parkin
City Attorney

Date: February 23, 2021

ATTACHMENT B2-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR315.62
 Project Title: Bellflower Boulevard and Spring Street Intersection Improvements Project#: MR315.62
PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	FY 2017-18 Qtr 3	FY 2017-18 Qtr 4	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E	\$12,023	\$50,932	\$12,157	\$9,370	\$3,498	\$4,707	\$0	\$381	\$93,069
RW Support									\$0
Const. Support									\$0
RW									\$0
Construction									\$0
Total MEASURE R	\$12,023	\$50,932	\$12,157	\$9,370	\$3,498	\$4,707	\$0	\$381	\$93,069
SUM PROG LACMTA FUNDS:	\$12,023	\$50,932	\$12,157	\$9,370	\$3,498	\$4,707	\$0	\$381	\$93,069
SUM NON-LACMTA FUNDS:	\$0	\$0							
PROJECT FUNDING FY18-19 and FY19-20	\$12,023	\$50,932	\$12,157	\$9,370	\$3,498	\$4,707	\$0	\$381	\$93,069
SOURCES OF FUNDS	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0
PS&E	\$395	\$1,204	\$2,000						\$3,600
RW Support									\$0
Const. Support				\$14,000	\$9,332				\$23,332
RW									\$0
Construction				\$250,000	\$123,000				\$373,000
Total MEASURE R	\$395	\$1,204	\$2,000	\$264,000	\$132,332	\$0	\$0	\$0	\$399,931
SUM PROG LACMTA FUNDS:	\$395	\$1,204	\$2,000	\$264,000	\$132,332	\$0	\$0	\$0	\$399,931
SUM NON-LACMTA FUNDS:	\$0	\$0							
PROJECT FUNDING FY20-21 and FY21-22	\$395	\$1,204	\$2,000	\$264,000	\$132,332	\$0	\$0	\$0	\$399,931
SUMMARY OF ALL FUNDS									
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$395	\$52,136	\$14,157	\$9,370	\$3,498	\$4,707	\$0	\$381	\$84,645
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$0	\$14,000	\$9,332	\$0	\$0	\$0	\$23,332
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$250,000	\$123,000	\$0	\$0	\$0	\$373,000
TOTAL MILESTONES	\$395	\$52,136	\$14,157	\$273,370	\$135,830	\$4,707	\$0	\$381	\$480,977
SUM PROG LACMTA FUNDS	\$12,419	\$52,136	\$14,157	\$273,370	\$135,830	\$4,707	\$0	\$381	\$493,000
SUM NON-LACMTA FUNDS	\$0	\$0							
TOTAL PROJECT FUNDING	\$12,419	\$52,136	\$14,157	\$273,370	\$135,830	\$4,707	\$0	\$381	\$493,000