

CALL FOR PROJECTS
PROPOSITION C
FUNDING AGREEMENT

34186

This Funding Agreement ("Agreement") is made and entered into effective as of October 31, 2015 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Long Beach ("GRANTEE") for Santa Fe Avenue Synchronization Enhancement Project - LACMTA Call for Projects ID# F7314 and FTIP# LAF7314 (the "Project").

WHEREAS, as part of the 2013 Call for Projects, the LACMTA Board of Directors, at its meeting on September 26, 2013, authorized a grant to GRANTEE, subject 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 herein 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 Funding
4. Attachment B - Scope of Work
5. Attachment C - Reporting and Expenditure Guidelines
6. Attachment C-1 - Quarterly Progress/Expenditure Report
7. Attachment D - Federal Transportation Improvement Program (FTIP) Sheet
8. Attachment E-1 - ITS Architecture Consistency Self-Certification Form
9. Attachment E-2 - Signal Synchronization and Bus Speed Improvement Program Special Grant Conditions
10. Attachment E-3 - Sustainable Design Elements Special Requirements
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

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: 01/25/16
Phillip A. Washington
Chief Executive Officer


APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By:  Date: 10/27/15
Deputy


GRANTEE:

CITY OF LONG BEACH

By:  Date: 1/12/16
Patrick H. West
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER. Assistant City Manager

APPROVED AS TO FORM:

By:  Date: 12-29-15
Charles Parkin
City Attorney

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): Santa Fe Avenue Synchronization Enhancement Project. LACMTA Call for Projects ID# F7314, FTIP# LAF7314.
2. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 25% funds in the amount of \$1,920,197 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 26, 2013, granted the Funds to GRANTEE for the Project. The Funds are programmed over three years, Fiscal Years (FY) 2015-16; 2016-17; 2017-18. LACMTA Board of Directors' action approved Funds for FY 2015-16 only in the amount of \$212,200. LACMTA Board of Directors' action will be required annually to approve Funds for each subsequent Fiscal Year prior to those Funds being allocated to GRANTEE.
3. The Project Funding documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds granted by LACMTA and GRANTEE'S local match requirement (the "GRANTEE Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.
4. GRANTEE shall complete the Project as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Attachment B. 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 consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 9.
5. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (Attachment C). The form of the Quarterly Progress/Expenditure Report is attached as Attachment C-1. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of the Scope of Work.
6. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment D and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://program.metro.net>. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect

GRANTEE'S ability to access funding, delay the Project and may ultimately result in the Funds being lapsed. LACMTA shall review and approve any changes GRANTEE makes to the FTIP prior to incorporating such changes in to the TIP.

7. The "Los Angeles County Regional ITS Architecture Consistency Self-Certification Form" is attached as Attachment E-1. GRANTEE shall complete and submit the form as set forth in Attachment E-1.

8. The "Signal Synchronization and Bus Speed Improvement Program Special Grants Conditions" is attached as Attachment E-2. GRANTEE shall comply with the Special Grants Conditions as set forth in Attachment E-2.

9. The "Sustainable Design Elements Requirements Special Grant Conditions" is attached as Attachment E-3. GRANTEE shall comply with the Special Grant Conditions as set forth in Attachment E-3.

10. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE.

11. Notice will 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 by 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
One Gateway Plaza
Los Angeles, CA 90012
Attention: Ed Alegre
Email: AlegreE@metro.net

GRANTEE's Address:

City of Long Beach, Department of Public Works
333 West Ocean Boulevard, 10th Floor
Long Beach, CA 90802
Attention: Kevin Riley
Email: kevin.riley@longbeach.gov

12. On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, GRANTEE must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

PART II
GENERAL TERMS OF THE AGREEMENT

1. TERM:

1.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting Guidelines (Attachment C) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. 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 GRANTEE 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 GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID#F7314 and Award # FA920000000F7314

Ed Alegre; Mail Stop 99-22-9

3. USE OF FUNDS:

3.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

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

*3.3 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE'S contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

*3.4 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form (Attachment E-1). For the ITS policy and form, also see http://www.metro.net/projects/call_projects/.

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

3.7 GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was approved. The Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If GRANTEE desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, GRANTEE must obtain LACMTA's written consent prior to purchasing or

leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, GRANTEE will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain LACMTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.12 GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

4. DISBURSEMENT OF FUNDS:

4.1 GRANTEE shall submit the Quarterly Progress/Expenditure Report (Attachment C-1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within 10 days of the due date and/or GRANTEE submits incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

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 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 http://www.metro.net/projects/call_projects/call_projects-reference-documents/.

4.4 GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 GRANTEE shall demonstrate that the GRANTEE Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

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

4.7 Any Funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE'S own risk.

5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

*5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine 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 GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized

in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. GRANTEE'S eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment C) and 2 CFR Subtitle A, Chapter II, Part 200. The allowability of costs for GRANTEE'S contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or, 48 CFR Part 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 GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

*5.2 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.

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

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

*5.5 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.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement and the Guidelines, including the access to records provisions of Part II, Section 5.

*5.7 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.

*5.8 GRANTEE 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 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 FAR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.

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

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant 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 grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available 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 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 GRANTEE shall be responsible for any and all cost overruns for the Project.

7.4 At any time, if GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this Agreement shall be amended to reflect such additional funding.

7.5 If, at the time of final voucher, available funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

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 31 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 Attachment B (Scope of Work) of this Agreement. Contracts for construction or capital purchase shall be executed 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. Funds programmed by LACMTA for Project development or right-of-way costs must be expended by the end of the second fiscal year following the year the Funds were first programmed; and
- (iii) submitting the Quarterly Progress/Expenditure Report as described in Part II, Section 4.1 of this Agreement; and
- (iv) expending the Funds granted under this Agreement for allowable costs by the stated lapse date. All Funds programmed for FY 2015-16 are subject to lapse by June 30, 2018. All Funds programmed for FY 2016-17 are subject to lapse by June 30, 2019. All Funds programmed for FY 2017-18 are subject to lapse by June 30, 2020.

8.2 In the event that the timely use of the Funds 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 Call for Projects Recertification/Deobligation process and the Funds may

be deobligated and reprogrammed to another project by the LACMTA Board of Directors. 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 reprogrammed, this Agreement shall automatically terminate.

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

10. **REMEDIES:**

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

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE 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 GRANTEE.

10.3 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.

11. **COMMUNICATIONS:**

*11.1 GRANTEE 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 on line or from the LACMTA Project Manager. Please check with the LACMTA Project 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 latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

*11.2 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 Agreement Communications Materials Guidelines.

*11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

*11.4 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.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. 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.

12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments and the Guidelines, 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 Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

12.2 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.

*12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE 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 for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 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.

*12.5 GRANTEE shall comply with and insure 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 including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

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

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

12.8 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.

12.9 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 assigns.

12.10 GRANTEE will advise LACMTA prior to any key Project staffing changes.

12.11 GRANTEE in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A - PROJECT FUNDING

Award# 920000000F7314
PPNO: N/A

CFP#: F7314
FTIP#: LAF7314

**PROJECT TITLE: Santa Fe Avenue Synchronization Enhancement Project
GRANTEE/ PROJECT SPONSOR: City of Long Beach
(\$ in Actual Dollars)**

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	PRIOR YEARS	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:								
SELECT:								
Proposition C 5%							\$ -	
Proposition C 10%							\$ -	
Proposition C 25%		\$ 212,200	\$ 191,275	\$ 1,516,722			\$ 1,920,197	60.0%
Proposition C 40%							\$ -	
							\$ -	
							\$ 1,920,197	60.0%
LACMTA SUBTOTAL								
GRANTEE/SPONSOR MATCH:								
Grantee Funding Commitment (specify type)								
(Write specific type of funding match)								
SELECT:								
City General Fund							\$ -	
Prop A or C Local Return							\$ -	
STPL							\$ -	
Other		\$ 141,466	\$ 127,517	\$ 1,011,148			\$ 1,280,131	40.0%
GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL								
							\$ 1,280,131	40.0%
TOTAL PROGRAMMED FUNDING								
	\$ -	\$ -	\$ 353,666	\$ 318,792	\$ 2,527,870	\$ -	\$ 3,200,328	100.0%

ATTACHMENT B

SCOPE OF WORK

PROJECT DESCRIPTION

The first major component of the proposed work is to upgrade 13 traffic signals along the Santa Fe Corridor (See Exhibit A) between Wardlow Road and Anaheim Street. Dilapidated equipment such as old 8 inch vehicle heads, non-countdown pedestrian heads, mast arms, poles, vehicle/bicycle detectors, non-ADA pedestrian push buttons, safety lighting and wiring will be replaced to conform to current City of Long Beach, and Department of Transportation standards.

Damaged traffic signs, poles and other equipment shall also be replaced to increase driver visibility and safety along the corridor. All intersections along the corridor with existing type 170 signal controllers will be replaced with new 2070L controllers for connection to the ATCS.

Another key component required for managing the Santa Fe Corridor includes installing 6 new Closed Circuit Television (CCTV) cameras at key intersections along this corridor (See Exhibit A for locations). The proposed cameras will assist staff with monitoring real time traffic conditions throughout the corridor. City Staff in the TMC will have the ability to modify signal timing remotely through the ATCS when congested and/or unsafe conditions occur. Furthermore, the addition of CCTV cameras will assist City staff with emergency management when traffic incidents occur.

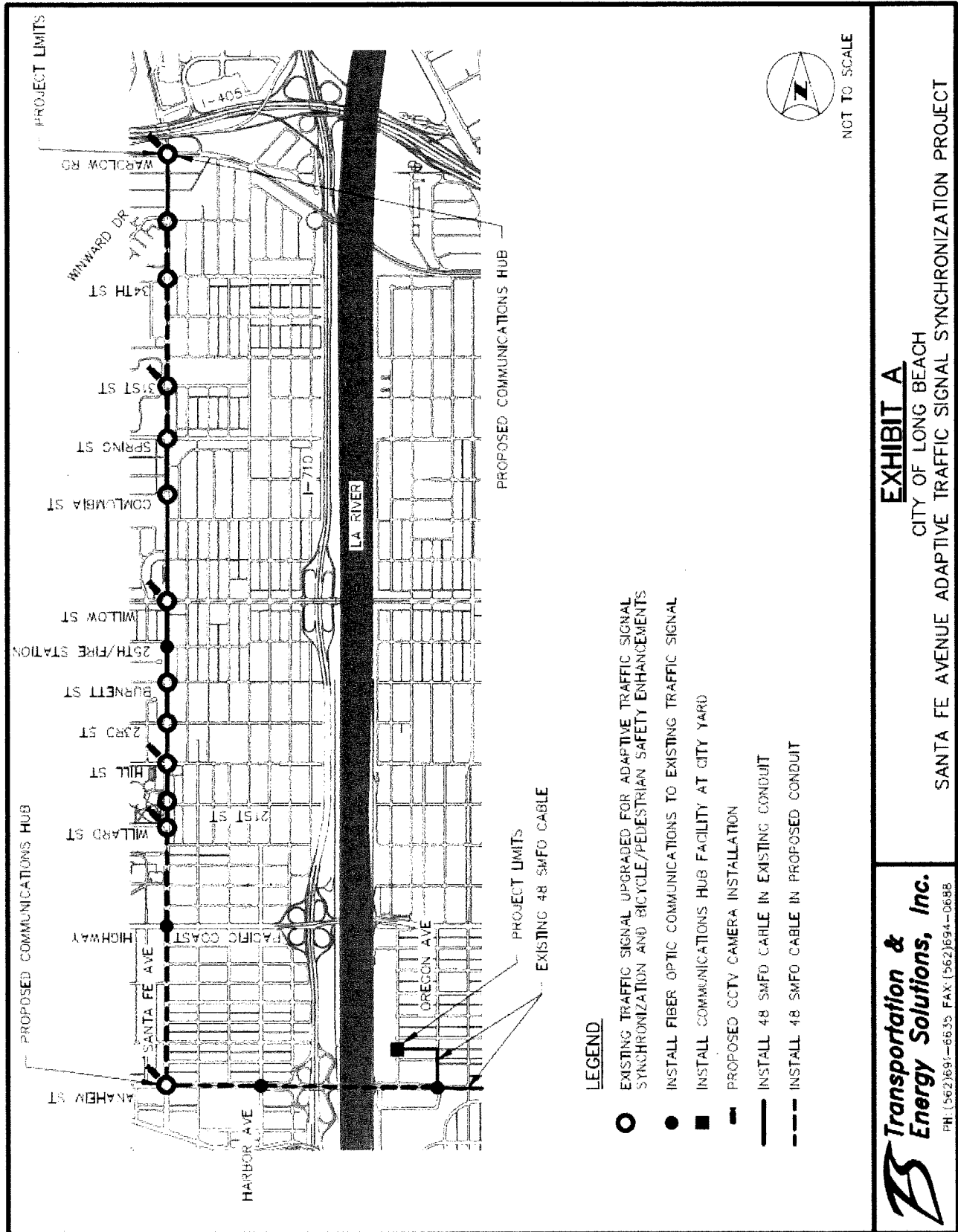
The communications proposed along the corridor includes installation of fiber optic cable and the associated communication devices. This will assure all signals along the corridor are connected to each other and to the TMC. Completing state-of-the art fiber optic communication will allow all devices and software along the corridor to work together harmoniously. The communications system will also help to expedite emergency repairs by notifying City staff in the event a traffic signal component fails.

To help accommodate bicycles and pedestrians along this corridor, the project will install a Class III bike route along the entire length of Santa Fe Avenue between Pacific Coast Highway and Wardlow Road. This will include installing shared lane pavement markings and associated MUTCD signs. Pedestrian push buttons and LED countdown pedestrian heads shall be furnished at all pedestrian crossing locations (up to 82).

Grantee will be required to fund Class III bicycle route elements with local match funds. Grantee will also be required to coordinate and seek input with Metro Planning and Operations and other service providers on any impacts to transit service as necessary.

PROPOSED MILESTONES	
Draft Environmental Document	3/30/2016
Final Environmental Document	5/1/2016
Design Engineering	6/5/2016
Completion of Plans, Specifications, and Estimates	3/30/2017
Ready to Advertise	5/15/2017
Project Completion	10/15/2018

COST ESTIMATE	
Environmental	\$4,000
Design Engineering	\$242,000
Construction	\$2,744,328
Construction Management	\$160,000
Project Management	\$50,000
Total	\$3,200,328



Transportation & Energy Solutions, Inc.
PH: (562)694-6635 FAX: (562)694-0688

EXHIBIT A
CITY OF LONG BEACH
SANTA FE AVENUE ADAPTIVE TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

FA ATTACHMENT C REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment C-1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEES 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 the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- 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:

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

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

EXPENDITURE GUIDELINES

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

DEFINITIONS

- **Local Participation:** Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- **Allowable Cost:** To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- **Excessive Cost:** Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”,

please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- **Ineligible Expenditures:** Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.

LACMTA FA ATTACHMENT C-1

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000F
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may **not** be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

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

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2014-2015 2015-2016 2016-2017

2017-2018 2018-2019 2019-2020

Quarter : Q1: Jul - Sep Q2: Oct - Dec

Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

RSTI Pedestrian Signal Synchronization

TDM Bicycle Goods Movement

Transit

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

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

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

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

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

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

2. PROJECT COMPLETION

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

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

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

- Yes
 No
 Not Applicable

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

- Yes
 No
 Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

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

5. ACTION ITEMS TO RESOLVE DELAY

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

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

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

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
TOTAL				

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to
 Accounts Payable at 213-922-6107.

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

Signature

Date

Name

Title

**Los Angeles Metropolitan Transportation Authority
2017 Federal Transportation Improvement Program (\$000)**

TIP ID **LAF7314** Implementing Agency **Long Beach, City of**

Project Description: SANTA FE AVENUE SYNCHRONIZATION ENHANCEMENT PROJECT : (1) Upgrades traffic signals along the Santa Fe Av corridor and replaces obsolete equipments . (2) Replaces existing signal controllers with advanced traffic controllers to connect with the Adaptive Traffic Control System (ATCS). (3) Installs CCTVs and Class III bike route along Santa Fe Av. (4) Furnishes pedestrian push buttons and LED countdown pedestrian heads.

SCAG RTP Project #: 1ITS04
Study:N/A Is Model: NO Model #:
PM: Kevin Riley - (562) 570-6764
Email: kevin.riley@longbeach.gov
LS: N LS GROUP#:
Conformity Category: EXEMPT - 93.128

System :Local Hwy Route : Postmile: Distance: Phase: No Project Activity Completion Date 09/30/2019

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 09/30/2015

Toll Rate: Toll Colc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region:
CTIPS ID: EA #: PPNO:

Program Code: ITS14 - VAR TRAFIC OP SYS ELE (ITS05 TO ITS13) Stop Loc:

	PHASE	PRIOR	16/17	17/18	18/19	19/20	20/21	21/22	BEYOND	PROG TOTAL
	PE									
	RW									
	CON									
	SUBTOTAL									
CITY - City Funds	PE	\$106	\$0	\$0						\$106
	RW	\$0	\$0	\$0						\$0
	CON	\$35	\$127	\$1,011						\$1,173
	SUBTOTAL	\$141	\$127	\$1,011						\$1,279
PC25 - Los Angeles County Proposition "C25"	PE	\$160	\$0	\$0						\$160
	RW	\$0	\$0	\$0						\$0
	CON	\$52	\$191	\$1,517						\$1,760
	SUBTOTAL	\$212	\$191	\$1,517						\$1,920
	TOTAL	\$353	\$318	\$2,528						\$3,199
	TOTAL PE: \$266									
		TOTAL RW: \$0								
			TOTAL CON: \$2,933							

- General Comment: Carry over to 2017-FTIP
- Mdelling Comment: N/A
- TCM Comment: N/A
- Narrative: Project cost stays the same
- No change in project funding
- Total project cost remains the same at \$3,199

Last Revised Adoption 17-00 - Submitted Change reason: Carry Over, Carry over from 15-0 Total Cost **\$3,199**



Metro

**ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM**

This form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA Countywide Planning and Development (CP & D) for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Name of Sponsoring Agency: City of Long Beach
2. Contact Name: Kevin Riley
3. Contact Phone: 562-570-6764
4. Contact Email: Kevin.Riley@longbeach.gov

5. Project Description:

The Santa Fe Synchronization Enhancement Project spans between Wardlow Road and Anaheim Street. This project will modernize 13 traffic signals, install fiber optics communications, new controllers, deploy traffic signals along Santa Fe Avenue onto the Adaptive Traffic Control System (ATCS), and CCTV cameras.

6. Identify the ITS elements being implemented and the relevant National Architecture User Service(s), see Attachment A. See last page of this document.

1.6 Traffic Control

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

The communication aspects of this project will allow for remote access to the ITS components along the facility to monitor traffic signal operations, to make timing changes on demand as needed, and to notify road users of any necessary current or future events that will affect traffic operations.

8. Identify participating agencies roles and responsibilities.

The City of Long Beach is the sole participating agency.




Metro

**ATTACHMENT E-1
LOS ANGELES COUNTY REGIONAL ITS
ARCHITECTURE CONSISTENCY
SELF-CERTIFICATION FORM**

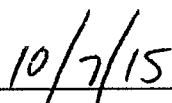
By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by FHWA or FTA during project design and implementation phases:

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

Signature:



Agency Representative



Date

Please return this Project Self Certification Form to:

LACMTA, Department of CP&D,
Attention: Ms. Martha Welborne, Chief Planning Officer, Countywide Planning and Development (CP&D),
Los Angeles County Metropolitan Transportation Authority (LACMTA), One Gateway Plaza, MS 99-25-1,
Los Angeles, CA 90012-2952



Los Angeles Countywide Metro Policy and Procedures Intelligent Transportation Systems (ITS)

RTP&D04

POLICY STATEMENT

Federal regulations (23 CFR Parts 655 and 940 Intelligent Transportation System (ITS) Architecture and Standards; Final Rule) now require ITS projects funded with the Highway Trust Fund to conform to the National ITS Architecture and Standards; be guided by a regional architecture with geographic boundaries defined by stakeholder needs; and use systems engineering analysis on a scale commensurate with the project scope. It is Metro's Policy to abide by the Federal ITS regulations and requirements for those agencies seeking federal funding programmed by Metro for projects subject to this rule. For consistency and to maximize benefits, Los Angeles Countywide ITS Policy and Procedures is also applied to projects with state and local funding sources programmed and administered by the Metro.

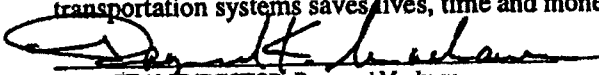
PURPOSE

The purpose of this policy is to monitor funding compliance with the Federal Transit Administration (FTA) National ITS Policy and Federal Highway Administration (FHWA) ITS Final Rule.

APPLICATION


This policy applies to all ITS projects funded from the Highway Trust Fund. This includes funding through the Mass Transit Account and any other funds distributed by the FTA and the FHWA. In addition it applies to all ITS project funds programmed and administered by Metro through the Call For Projects, and Propositions A and C Local Return revenues if they were being used to match state and federal funds.

ITS involves the use of advanced computer, electronic and communications technologies to increase the safety and effectiveness of the surface transportation system. Metro encourages the use of ITS technologies to enhance the productivity of the existing infrastructure and vehicles that carry passengers, goods and services in Los Angeles County (i.e. highways, streets, bridges, mass transit vehicles and tracks). Some examples of transportation systems supported by ITS technologies include: advanced traffic signals; automated bus and maintenance vehicle location systems; electronic fare systems; electronic roadside and transit information signs; automated vehicle control systems and traveler information systems. Adding such technologies to our transportation systems saves lives, time and money.


AREA TEAM DIRECTOR: Raymond Maekawa


DEP. EXECUTIVE OFFICER, TDI: Carol Inge


CHIEF PLANNING OFFICER, CP & D: James L. de la Loza


ADOPTED BY CEO: Roger Snoble

Metro ITS Policy-Final 02-01-05 Effective Date: 02/01/05



Metro

Los Angeles Countywide Policy and Procedures *Intelligent Transportation Systems (ITS)* RTP&D04

1.0 PROCEDURES

1.1 ITS Project Definition

An ITS project is defined as “any project that in whole or in part funds the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS User Services as defined in the National ITS Architecture.” See attachment A; last page of this document, for ITS User Services version 5.0. This definition applies equally to both projects that are internal and external to LACMTA.

1.2 ITS Project Planning and Development

During project planning and development, all external agency project sponsors and LACMTA internal departments must certify that the project ITS elements are consistent with the Los Angeles County Regional ITS Architecture by filling out the “Consistency Self-Certification Form” (Attachment E-1), pages 1-2 of this document. Failure to meet the requirements of this policy may result in delaying the programming and allocation of federal, state and local funds.

1.3 Los Angeles County Regional ITS Architecture

The purpose of the Los Angeles County Regional ITS Architecture is to maximize the benefits of all of the investments in ITS technology by promoting their integration and following the system engineering process. Integration gives access to data for multiple partners at little or no additional investment. The Regional ITS Architecture for Los Angeles County can be found at (www.riits.net). It describes the process and the roles and responsibilities for maintaining the Regional Architecture after it is adopted.

The Los Angeles Regional ITS Architecture is used as the base framework for SCAG’s high level Regional ITS Architecture. This architecture covers the six counties that constitute the SCAG Region, and is also consistent with the California Statewide ITS Architecture and System Plan. Both the SCAG and Statewide ITS architectures are under development. They will ensure both regional and statewide coordination and consistency at all levels and integration within the same communication framework.



Metro

Los Angeles Countywide

Policy and Procedures

Intelligent Transportation Systems (ITS)

RTP&D04

The Los Angeles County Regional ITS Architecture provides a framework for ensuring institutional agreement and technical integration of ITS projects or groups of projects. Current or future ITS project sponsors receiving funding programmed and administered by LACMTA should acquaint themselves with the Los Angeles Regional ITS Architecture and participate in its future development. The Los Angeles County Regional ITS Architecture and Plan must also be maintained and be consistent with the region's transportation plans and improvements programs.

To support the need for consistency with the Los Angeles Regional ITS Architecture, the LACMTA Countywide Planning and Development Department (CP & D) is responsible for:

- Making consistency information available to external agencies and LACMTA internal departments;
- Reviewing and adding consistency requirements to external agencies and LACMTA Call for Projects requirements;
- Reviewing and adding consistency requirements to Prop A and Prop C funding guidelines;
- Reviewing and adding consistency requirements to Short Range Transit Plan (S RTP) countywide guidelines;
- Coordinating with transportation, transit agencies, emergency service providers and LACMTA internal Departments to define their ITS projects, their concept of operations and providing assistance to meet the consistency requirements; and developing necessary integration interfaces to the Los Angeles County Regional ITS Architecture;
- Providing support and guidance to transportation, transit agencies and emergency service providers using the Regional ITS Architecture guide book and tools for interface development;
- Participating and ensuring inter-agency system operation and management agreements are executed as appropriate and described in the Los Angeles Regional ITS Architecture;
- Administering the function and expansion of Los Angeles County Regional ITS Architecture; organizing ITS coordination committees and working groups that address technical and institutional issues that are associated with the operation, upgrade and maintenance of the Los Angeles Regional ITS Architecture; and
- Maintaining and updating the Los Angeles Regional ITS Architecture Plan for incorporation into the Southern California Associated Government (SCAG)



Metro

Los Angeles Countywide

Policy and Procedures

Intelligent Transportation Systems (ITS)

RTP&D04

Regional ITS Plan, Regional Transportation Plan (RTP), and LACMTA's Long Range Transportation Plan (LRTP) and Short Range Transportation Plan (SRTP).



Metro

Los Angeles Countywide

Policy and Procedures

Intelligent Transportation Systems (ITS)

RTP&D04

1.4 ITS Project Compliance

1.4.1 To ensure compliance with the ITS Policy, all ITS project sponsor agencies including LACMTA internal departments are required to complete the Los Angeles County Regional ITS Architecture Consistency Certification Form (Attachment E-1) and to self certify that their project's ITS elements in whole or in part are consistent with the Los Angeles County Regional ITS Architecture through the following:

- Identification of ITS systems elements;
- An outline concept of operations for the project;
- Identification of participating agency roles and responsibilities;
- A commitment to perform a Lifecycle analysis for all ITS system elements;
- A commitment to maintain and operate the system after the project completion;
- A commitment to the use of systems engineering either directly by the agency and or their vendors;
- A commitment to document the systems engineering steps followed at project completion; and
- A commitment that the project will address the use of standards in the context of the Los Angeles County Regional ITS Architecture and participate in the configuration management process.

As an additional aid to understanding the system engineering process, a major reference resource is the Caltrans Local Assistance Home Page: www.dot.ca.gov. The Local Programs Procedures manual update LPP 04-04 deals specifically with ITS projects and includes detailed guidelines for compliance with the regulations including discussion of the process and application of systems engineering to ITS projects. FTA is currently developing detailed transit specific guidelines for compliance with the system engineering requirements. These guidelines will be made available on the Regional ITS Architecture website (www.riits.net) when they are completed.



Metro

Los Angeles Countywide
Policy and Procedures
Intelligent Transportation Systems (ITS)
RTP&D04

REVISION HISTORY

Version No.	Date Submitted	Comments

ATTACHMENTS

- A Elements of National ITS Architecture User Services (Version 5.0)
- E-1 Los Angeles County Regional ITS Architecture Consistency Self-Certification Form



Metro

Los Angeles Countywide
Policy and Procedures
Intelligent Transportation Systems (ITS)
RTP&D04

ATTACHMENT A

Elements of National ITS Architecture User Services (Version 5.0)

- 1. *Travel and Traffic Management***
 - 1.1 Pre-Trip Travel Information
 - 1.2 En-Route Driver Information
 - 1.3 Route Guidance
 - 1.4 Ride Matching & Reservation
 - 1.5 Traveler Services Information
 - 1.6 Traffic Control
 - 1.7 Incident Management
 - 1.8 Travel Demand Management
 - 1.9 Emissions Testing and Mitigation
 - 1.10 Highway Rail Intersection

- 2. *Public Transportation Management***
 - 2.1 Public Transportation Management
 - 2.2 En-Route Transit Information
 - 2.3 Personalized Public Transit
 - 2.4 Public Travel Security

- 3. *Electronic Payment***
 - 3.1 Electronic Payment Services

- 4. *Commercial Vehicle Operations***
 - 4.1 Commercial Vehicle Electronic Clearance
 - 4.2 Automated Roadside Safety Inspection
 - 4.3 On-Board Safety and Security Monitoring
 - 4.4 Commercial Vehicle Administrative Processes
 - 4.5 Hazardous Material Security and Incident Response
 - 4.6 Freight Mobility

- 5. *Emergency Management***
 - 5.1 Emergency Notification and Personal Security
 - 5.2 Emergency Vehicle Management
 - 5.3 Disaster Response and Evacuation

- 6. *Advanced Vehicle Safety Systems***
 - 6.1 Longitudinal Collision Avoidance
 - 6.2 Lateral Collision Avoidance
 - 6.3 Intersection Collision Avoidance
 - 6.4 Vision Enhancement for crash Avoidance
 - 6.5 Safety readiness
 - 6.6 Pre-Crash Restraint Deployment
 - 6.7 Automated Vehicle Operation

- 7. *Information Management***
 - 7.1 Archived Data Function



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- 8. Maintenance and Construction Management**
8.1 Maintenance and Construction Operations

ATTACHMENT E-2
SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT PROGRAM
SPECIAL GRANT CONDITIONS

Signal Synchronization and Bus Speed Improvement projects cover a wide variety of traffic engineering measures that can be categorized into four tiers:

- TIER 1** **Conventional Traffic Engineering** – such as coordinated traffic signal timing and functional intersection improvements
- TIER 2** **Transit Preferential Treatment and Priority Systems** – such as traffic signal priority and bottleneck intersection improvements
- TIER 3** **Computerized Traffic Control and Monitoring Systems** – such as central traffic control, adaptive traffic control, advanced transportation management, enhanced detection, and arterial performance measurement systems
- TIER 4** **Intelligent Transportation Systems (ITS)** – such as multi-agency system integration, advanced traveler information systems, changeable message signs, and CCTV distribution networks

1. Grantee is required to attend the LACMTA Arterial ITS Configuration Management Committee. Grantee shall provide the opportunity to LACMTA staff, other affected agencies and/or the Arterial Intelligent Transportation System (ITS) Configuration Management Committee, to review, comment and participate on all aspects of the Project implementation to achieve multi-jurisdictional consensus, including, but not limited to, scope of work, consultant selection, PS&E, system design, bid documents and Project deliverables.
2. Grantee shall conform the Project scope of work and engineering design to the LACMTA's Signal Synchronization and Bus Speed Improvement Program Guidelines and the LACMTA Before and After Study Guidelines for Signal Synchronization Projects. Upon LACMTA request, for Tier 2-4 ITS project grants, Grantee will perform before and after study data collection in accordance with the LACMTA Before and After Study Guidelines for Signal Synchronization Projects.
3. Grantee shall cooperate with the regional Traffic Forum, a collection of agencies that make up a specific sub-region, and shall not advertise the Project for bid to begin construction before all affected agencies and/or regional Traffic Forum members have fully executed an agreement regarding the maintenance and operation of traffic signal synchronization system(s) along multi-jurisdictional corridor(s). Grantee shall deliver a copy of the fully executed agreement to LACMTA within seven (7) days from the date of full execution.
4. Grantee shall commit and/or secure non-LACMTA funds to maintain and operate the Project improvements. Grantee's failure to provide proper maintenance and operation of the Project improvements may jeopardize future LACMTA funding. Additionally, Grantee's Project shall not make major equipment or timing-plan changes on other Metro Call for Projects funded projects, including but not limited the regional Traffic

Forum projects, within the first two years of Grantee's Project implementation/system operation without LACMTA or lead agency prior written approval. The obligations set forth in this section shall survive the expiration or termination of this Agreement.

5. For all Tier 3 and Tier 4 project developments, Grantee shall design for system compatibility with the arterial traffic control open system architecture. Grantee shall coordinate the system design through LACMTA staff to allow communication with the Information Exchange Network (IEN).
6. Grantee shall make available all data from the Project, including, without limitation, improvements and inventory data, to LACMTA upon request. Grantee shall be required to provide real-time traffic data from the Project, if available, to the County (IEN) and allow for archiving through the Regional Integration of ITS (RIITS) Network or any regional ITS software for regional corridor performance evaluation and monitoring purpose. The obligations set forth in this section shall survive the expiration or termination of this Agreement.
7. It is understood that the LACMTA/Grantee participation ratio established for this Project will apply to the total Project cost and not to the individual Project elements as defined and estimated in Attachment B.

**ATTACHMENT E-3
SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS
SPECIAL GRANT CONDITIONS**

1. Grantee shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:
 - a. Grantee shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Grantee shall be responsible for contacting the LACMTA Sustainability Policy Manager.
 - b. Grantee shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:
 1. A list of the sustainable design elements which will be included in the Project.
 2. A summary description of mitigation measures committed through project environmental review.
 3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Grantee desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Grantee intends to use.
 4. A description of how Grantee will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

The "Alternative Metrics" is defined as any alternative metrics that exceeds business-as-usual performance in the following areas: energy and water use; waste reduction; stormwater management; and reduction of urban heat island effects, as applicable to the Scope of Work. Grantee may cite performance metrics from standardized sources including but not limited to LEED, LEED-ND, Envision, and Sites Initiative.

2. Prior to initiation of the construction phase of the Project, Grantee must be found in compliance with the Plan. Grantee's compliance with the Plan can be determined in one of two ways: the LACMTA Sustainability Policy Manager shall determine and certify Grantee's compliance with the Plan or the Grantee must provide written self-certification of compliance to the LACMTA Sustainability Policy Manager with these conditions found in Section 1(b).

3. Grantee shall report on the implementation of the Plan. As part of the Project closeout, Grantee shall certify that the Plan has been completed, with approval from the LACMTA Sustainability Policy Manager.

4. LACMTA's Sustainability Policy Manager Contact Information:

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