

R-31

August 2, 2022

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Increase appropriations in the Capital Projects Fund Group in the Public Works Department by \$2,716,524, offset by Proposition C funds from the Los Angeles County Metropolitan Transportation Authority; and,

Increase appropriations in the Capital Projects Fund Group in the Public Works Department by \$2,716,524, offset by transfer of the Los Angeles County Metropolitan Transportation Authority Proposition C funds from the Capital Grant Fund. (District 1)

DISCUSSION

City Council approval is requested to increase appropriations for the 1st Street Pedestrian Gallery Project (Project).

The Los Angeles County Metropolitan Transportation Authority (Metro) awarded the City of Long Beach (City) funding for the Project as part of Metro's 2015 Call for Projects. The grant agreement was executed on April 1, 2022 under the authority of Resolution No. RES-07-0097, which was approved by the City Council on July 10, 2007. This approval also formalized the terms and conditions of the administration of State and Federal projects and the Master Agreement specified each agency's role regarding the funding. The proposed Project seeks to improve the pedestrian experience for the public, including transit riders, visitors, and local commuters. Funding is also proposed to adaptively reuse the Blue Line Rail Car #100 (Blue Line Car) for future activation.

The Project proposes to enhance the public realm through the re-envisioning of the 1st Street Corridor located at 1st Street between Pacific Avenue and Elm Avenue. The Public Works Department was granted \$2,716,524 of Proposition C funds for pedestrian improvements including new street and pedestrian level lighting to increase visibility, safety and provide visual interest, as well as informational and wayfinding signage, directional markers, historic relief maps, sidewalk art, colorful pavers, scramble crosswalks, landscaping, and additional seating and trash receptacles (Attachment A).

The proposed Project will also include the installation of the Blue Line Car between Long Beach Blvd and Elm Ave. The Blue Line Car was donated by Metro and accepted by the Long Beach City Council on April 20, 2021. Funding for the installation of the Blue Line Car and associated improvements will be obtained through additional funding from the 4th Supervisorial District Proposition C funds that will become available after the of the environmental review pursuant

HONORABLE MAYOR AND CITY COUNCIL

August 2, 2022

Page 2

to the California Environmental Quality Act (CEQA).

The Public Works Department has performed preliminary field investigations, utility locations, and surveys to support the future architectural and engineering designs. In the coming months, City staff will conduct public outreach to inform the 1st Street improvements and begin environmental review and detailed design.

This matter was reviewed by Assistant City Attorney Deputy City Attorney Vanessa S. Ibarra on July 13, 2022, and by Budget Management Officer Nader Kaamouh July 18, 2022.

SUSTAINABILITY

Improvements resulting from this Project will encourage non-motorized forms of transportation such as walking and will also encourage use of public transport. Landscaping will be California native, low maintenance plantings to save water.

TIMING CONSIDERATIONS

City Council action is requested on, August 2, 2022, to continue the planning and design phase of the Project and complete CEQA processes.

FISCAL IMPACT

The preliminary estimated cost for the Project is \$6,525,000 which includes environmental review, design, construction, construction management, inspection, labor compliance, and project oversight. The current funding sources includes \$185,459 in Gas Tax, \$325,000 in Measure M Local Return, and \$100,000 in Transportation Development Act (TDA) funds, which are appropriated in the Capital Projects Fund Group in the Public Works Department. Additional appropriation of \$2,716,524 of Proposition C from Metro is being requested within this recommendation.

In addition, the City anticipates receiving approximately \$1,500,000 from the 4th Supervisorial District Proposition C funds, \$100,000 from Los Angeles County Development Authority (LACDA) Catalytic Development funds, and \$300,000 from LACDA Renovate Façade Improvement Program funds. Staff will return to the City Council for these appropriations when they become available. The Proposition C from Metro match requirement is \$905,507 and will be partially funded with current project appropriation and with the forthcoming 4th Supervisorial District Proposition C funds to be received at the completion of the CEQA. A funding gap of approximately \$1.3 million is identified for the Project. Staff is finalizing the funding plan for the Project and will return to the City Council for approval at a later date.

An appropriation increases in the amount of \$5,433,048 is requested in the Capital Projects Fund Group in the Public Works Department. Of this amount \$2,716,524 will be offset with Proposition C reimbursement revenues to be received from Metro. The remaining \$2,716,524 is a technical appropriation to allow for the transfer of Proposition C funds from the Capital Grant Fund, a fund within the Capital Projects Fund Group.

HONORABLE MAYOR AND CITY COUNCIL

August 2, 2022

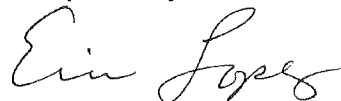
Page 3

The recommendation has no staffing impact beyond the normal budgeted scope of duties and is consistent with existing City Council priorities. There is no local job impact associated with this recommendation.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



ERIC LOPEZ
DIRECTOR OF PUBLIC WORKS

ATTACHMENT A – 1st Street Pedestrian Grant Funding Agreement

APPROVED:



THOMAS B. MODICA
CITY MANAGER

36254CALL FOR PROJECTS
PROPOSITION C
FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into effective as of October 19, 2021 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Long Beach ("GRANTEE") for 1st Street Pedestrian Gallery - LACMTA Call for Projects ID# F9628 and FTIP# LAF9628 (the "Project").

WHEREAS, as part of the 2015 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2015, authorized a grant to GRANTEE, subject to the terms and conditions contained in this Agreement.

WHEREAS, the LACMTA Board of Directors on July 25, 2019, approved changes to the scope of work.

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:

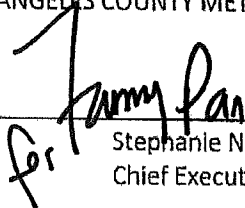
1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Project Funding
4. Attachment B - Scope of Work
5. Attachment C - Reporting and Expenditure Guidelines
6. Attachment C-1 - Quarterly Progress/Expenditure Report
7. Attachment D - Federal Transportation Improvement Program (FTIP) Sheet
8. Attachment E-1 - Sustainable Design Elements Requirements
9. Attachment E-2 - Special Grant Conditions
10. Attachment F - Project Readiness Certification
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: 4/29/2022
for Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

Dawyn R. Harrison
Acting County Counsel

By:  Date: 4/28/2022
Deputy

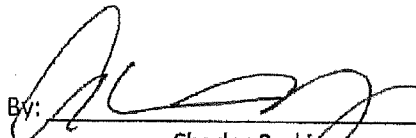
GRANTEE:

CITY OF LONG BEACH

By:  Date: April 1, 2022
Tom Modica
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM :

By:  Date: March 29, 2022
Charles Parkin
City Attorney

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): 1st Street Pedestrian Gallery. LACMTA Call for Projects ID# F9628 FTIP # LAF9628.
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 \$2,716,524 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 24, 2015, granted the Funds to GRANTEE for the Project. The Funds are programmed over two years, Fiscal Years (FY) 2018-19 and FY 2019-20.
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.

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.

6. The "Sustainable Design Elements Requirements Special Grant Conditions" is attached as Attachment E-1. GRANTEE shall comply with the Special Grant Conditions as set forth in Attachment E-1.
7. The "Special Grant Conditions" as imposed by the LACMTA is attached as Attachment E-2. GRANTEE shall comply with the Special Grant Conditions as set forth in Attachment E-2.
8. An executed "Project Readiness Certification" is attached as Attachment E, which is evidence that GRANTEE can appropriately fund and staff the Project so that the Project can be completed in a timely manner.
9. 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.
10. 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: Jacqueline Su; Mail Stop 99-22-6
Email: suj@metro.net
Phone: (213) 922-2847

GRANTEE's Address:

City of Long Beach
411 W. Ocean Blvd.
Long Beach, CA 90802
Amelia Bodek
Email: amelia.bodek@longbeach.gov

Phone: (562) 570-5578

11. 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# F9628 and FA# 9200000000F9628.

Jacqueline Su; Mail Stop 99-22-6

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. Attachment E the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

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://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf.

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.

4.8 Commencing with the Effective Date, Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment B - Scope of Work. Funds for subsequent Project milestones will not be available until GRANTEE provides evidence that the current Project milestone has been completed, or is clearly on track to be completed on the approved schedule stated in Attachment B, as determined by LACMTA.

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 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 Agreement; milestones include, but are not limited to the following:
 - a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and

- b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
 - c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
 - (iv) expending the Funds granted under this Agreement for allowable costs by June 30, 2022 (lapse date), within 36 months from July 1 of the FY 2019-20, final Fiscal Year in which funds are programmed.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the Agreement. If the Project does not meet the milestone due dates as agreed upon in the Agreement, 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 Agreement (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the Agreement, 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 Agreement, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

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

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

8.5 If GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation.

Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.

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 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.

*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 Recipient Communications Guidelines.

*11.3 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.

*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'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.

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.

CFP# F9628
 FTIP# LAF9628

ATTACHMENT A - PROJECT FUNDING

FA# 920000000F9628

PROJECT TITLE: 1ST STREET PEDESTRIAN GALLERY
GRANTEE/ PROJECT SPONSOR: CITY OF LONG BEACH
 (\$ In Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	PRIOR YEARS	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:								
SELECT:								
Proposition C 3%							\$ -	
Proposition C 10%							\$ -	
Proposition C 25%				\$ 1,343,765	\$ 1,372,759		\$ 2,716,524	75.0%
Proposition C 40%							\$ -	
							\$ -	
LACMTA SUBTOTAL							\$ 2,716,524	75.0%
GRANTEE/SPONSOR MATCH:								
<i>(Grantee Funding Commitment (specify type))</i>								
<i>(Write specific type of funding match)</i>								
SELECT:								
City General Fund							\$ -	
County Measure M							\$ -	
State Gas Tax - CIP Projects							\$ -	
Transportation Development Act							\$ -	
County FW Prop C				\$ 447,921	457,586		\$ 905,507	25.0%
GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL							\$ 905,507	25.0%
TOTAL PROGRAMMED FUNDING	\$ -	\$ -	\$ -	\$ 1,791,686	\$ 1,830,345	\$ -	\$ 3,822,031	100.0%

ATTACHMENT B
SCOPE OF WORK

Project ID: F9628

Project Title: 1st Street Pedestrian Gallery

Project Limits:

The project boundary is the approximately 0.35 Miles section of 1st Street in downtown Long Beach between Pacific Ave. and Elm Ave. Pedestrian and streetscape improvements with added amenities will be implemented in the existing public right-of-way. The entire scope area falls under the City of Long Beach jurisdiction.

Project Description:

Implement shared street concept on 1st Street to improve the East-West connectivity between the renovated Civic Center and the East Village. The project location is adjacent to Metro's Blue Line 1st Street Station and includes the Long Beach Transit Gallery which serves approximately 25,000 riders daily. With improved pedestrian connectivity the project would encourage more pedestrians to walk the surrounding neighborhood and increase non-motorized accessibility towards transit, thus increasing ridership.

Pedestrian Gallery

The pedestrian gallery will increase multi-modal connectivity and promote a transit corridor/network between a newly renovated Civic Center with City Hall, Port Building and Library, the existing Long Beach Transit Gallery, two A Line stations, Terrace Theater, East Village Arts District, the Promenade and Pine Ave. Unique inclusions to the corridor and walking area include installation of improved street and pedestrian level lighting, informational and wayfinding signage, pavers that may feature colorful directional markers, historic relief maps, sidewalk art, or other neighborhood specific elements. Creation of the gallery will not only facilitate connectivity between various locations and activity centers, but will also create a unique identity of its own and be a downtown space for pedestrian activity and events.

Monument, Signage and Wayfinding

The project scope will include wayfinding and pedestrian level signage with the installation of interpretive, placemaking and monument signage along the transit corridor. The City's approved wayfinding and signage design program will define the styling, location and messaging. The signage would inform and direct patrons to the various transit routes, parking, facilities, amenities, regional points of interest and identifiers.

Vehicular/Transit Access

Vehicular access will be preserved with a single lane in either direction, retaining the existing bus route and pad locations and rail station access. The existing parking structure access points will be maintained. Realignment of 1st Street between Long Beach Blvd. and Elm will impact current angled parking to allow for additional pedestrian area. Bicycle route access will be maintained.

Pedestrian Crosswalks

Two new high visibility scramble crosswalks will be added on 1st Street at Pacific Ave. and at Elm Ave.

These crosswalks will provide bookends for the 1,800-foot wide pedestrian gallery and will significantly reduce crossing distances at both intersections. Additional intersection artwork will be included at Pine Ave., Promenade, and Long Beach Blvd.

Landscape and Planting

The project includes replacement and addition of rockscape, tree and plant species per the existing Downtown Long Beach Master Plan in both tree wells and mobile planters. These improvements will provide pedestrians with shade and an additional buffer from vehicles, as well as add a pleasing community aesthetic to the pedestrian corridor. Ultimately, the various landscaping improvements and plantings will be specifically designed to create a sustainable and maintenance friendly green space within the downtown area.

Street Furniture

The project scope includes additional streetscape improvements adding to the existing bench seating and trash receptacles with visually pleasing, environmentally-friendly low-profile design.

Event Space

The pedestrian gallery will allow for flexible street event space, street closures, farmers markets, vendors and kiosks. Protection from adjacent traffic will be provided by removable bollards.

Illumination

The project will unify and build a comprehensive lighting plan using the existing street, pedestrian and landscape lighting with the inclusion of festoon string lighting as feasible. The addition of the lighting schemes will provide accent, character, and visual cues, helping to attract pedestrians to the area and adjacent transit, dining, business and civic activity centers.

Project Funding:

PROJECT ITEM	Grant Funds (LACMTA)	LOCAL AGENCY	TOTAL
Planning, Design, Engineering		\$610,268	\$610,268
Project Management			
Construction	\$2,716,524	\$295,239	\$3,011,763
TOTAL BUDGET COST	\$2,716,524	\$905,507	\$3,622,031

Estimated Project Costs:

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Environmental Documentation	1	EA	5,000.00	5,000.00
2	Public Outreach	1	EA	20,000.00	20,000.00
3	Project Marketing	1	EA	6,000.00	6,000.00
4	Conceptual Design	1	EA	70,000.00	70,000.00
5	Planning	1	EA	12,000.00	12,000.00
6	Design Team - Preliminary Design	1	EA	39,000.00	39,000.00

6.1	Design Team - Design Development	1	EA	48,000.00	48,000.00
6.2	Design Team - Construction Documentation	1	EA	85,500.00	85,500.00
6.3	Design Team - Bid Support	1	EA	9,000.00	9,000.00
6.5	Design Team - Construction Support	1	EA	32,000.00	32,000.00
7	Project Management	1	EA	76,000.00	76,000.00
8	Construction Management	1	EA	76,000.00	76,000.00
9	Construction				
9.1	Survey	1	EA	60,000.00	60,000.00
9.2	Mobilization (Fencing and Traffic Control)	1	EA	175,000.00	175,000.00
9.3	Traffic Control/Erosion Control (parking access, fencing, sidewalk detour)	1	EA	100,000.00	100,000.00
9.4	Site Demo	1	EA	160,000.00	160,000.00
9.5	Utility Relocation	1	EA	300,000.00	300,000.00
9.6	Site Drainage	1	EA	20,000.00	20,000.00
9.7	Asphalt Paving/Grind/Overlay	16350	EA	6.00	98,100.00
9.8	Concrete Curb and Gutter	1200	LF	40.00	48,000.00
9.9	Driveways - Parking Structure/Alleys	4	EA	8,000.00	32,000.00
9.10	Corner Bulb Outs	455	LF	40.00	18,200.00
9.11	Pavement Extension (LBB x Elm)	8100	SF	20.00	162,000.00
9.12	Curb Ramps	12	EA	7,500.00	90,000.00
9.13	Crosswalk Artwork	4	EA	16,000.00	64,000.00
9.14	Street Coating/Artwork	16350	SF	8.00	130,800.00
9.15	Mural/Artwork at Alamo	1	EA	10,000.00	10,000.00
9.16	Shade Structure at Alamo	1	EA	10,000.00	10,000.00
9.17	Decorative Sidewalk Pavement	1	EA	185,000.00	185,000.00
9.18	Bus Pull Out	960	SF	20.00	19,200.00
9.19	New Street Lights	2	EA	12,000.00	24,000.00
9.20	Street Light Relocation	4	EA	7,500.00	30,000.00
9.21	New Pedestrian Lights	17	EA	8,000.00	136,000.00
9.22	Palm Tree Uplights	19	EA	2,000.00	38,000.00
9.23	Festoon Lighting	600	LF	36.00	21,600.00
9.24	Electrical Conduit, Wiring, Distribution	1	lot	75,000.00	75,000.00
9.25	Seat Walls	1	EA	30,000.00	30,000.00
9.26	Precast Concrete Pots	54	EA	3,500.00	189,000.00
9.27	Raised Planter Edge Protection	375	LF	250.00	93,750.00
9.28	Decorative Metal Tree Grate	17	EA	1,000.00	17,000.00
9.29	Removable Bollards	6	EA	5,000.00	30,000.00
9.30	Wayfinding & Signage	1	EA	75,000.00	75,000.00
9.31	30' Date Palms	6	EA	10,000.00	60,000.00
9.32	36" box Trees	10	EA	4,500.00	45,000.00
9.33	Existing Planter Landscaping	1400	SF	10.00	14,000.00
9.34	Landscape Shrub/Groundcover Irrigation	1400	SF	5.00	7,000.00
	Construction Total				2,567,650.00

FTIP#: LAF9628

CFP#F9628

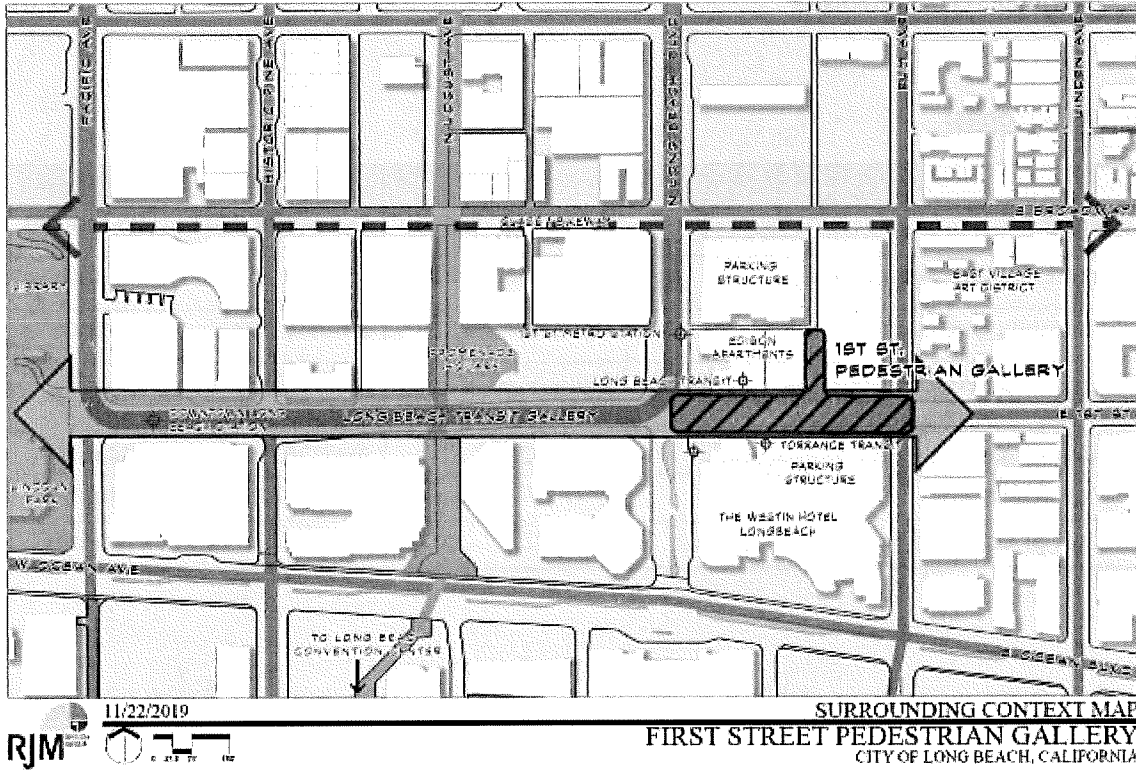
Funding Agreement No. 92000000F9628

10	Construction Contingency	1	EA	256,765.00	256,765.00
11	Inspection Services	1	EA	154,059.00	154,059.00
12	PLA/Labor Compliance	1	EA	102,706.00	102,706.00
13	City Project Overhead	1	EA	62,351.00	62,351.00
PROJECT TOTAL BUDGET					3,622,031.00

Schedule / Milestones:

Milestones	Begin	End	Duration
• Execute FA	August 2018	December 2021	2.5 Months
• Preliminary Conceptual Design	December 2021	January 2022	1 Month
• Community Outreach	December 2021	January 2022	1 Month
• Design/Engineering/Estimates	January 2022	March 2022	3 Months
• Planning/Permitting	January 2022	March 2022	3 Months
• Advertise Bid & Award Construction	March 2022	April 2022	1 Month
• Construction	May 2022	June 2022	2 Months
• Report of Completion/ Project Close out	July 2022	Dec 2022	6 Months

Project Map:



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#	9200000000F9628
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: 1st Street Pedestrian Gallery

FA #: 9200000000F9628

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2018-2019 2019-2020 2020-2021
 2021-2022 2022-2023 2023-2024

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 2023 Federal Transportation Improvement Program (\$000)

TIP ID LAF9628	Implementing Agency Long Beach, City of
Project Description: Implement shared street concepts on 1st Street to improve the East/West connectivity between the Transit Gallery and the East Village: Construct first ped gallery (30 ft long) to improve east-west ped connections b/w different areas within East Village including benches, plants, movable planters, and gateway arch etc. Will provide room for event space, farmers markets, and vendors.	SCAG RTP Project #: 101008 Study: N/A Is Model: NO Model #: PM: Michelle Mowery - (562) 570-6618 Email: michelle.mowery@longbeach.gov LS: N LS GROUP#: Conformity Category: EXEMPT - 93.126
System : Local Hwy Route : Postmile: Distance: Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date 12/30/2022	
Lane # Extd: Lane # Prop: Imprv Desc:	Air Basin: SCAB Envir Doc: FINAL ENVIRONMENTAL IMPACT REPORT - 02/15/2019
Toll Rate: 0.00 Toll Colc Loc: Toll Method: Hov acs eg loc:	Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: Gateway Cities COG
Program Code: NCN46 - PLANTING/LANDSCAPING Stop Loc:	CTIPS ID: EA #: PPNO:

	PHASE	PRIOR	22/23	23/24	24/25	25/26	26/27	27/28	BEYOND	PROG	TOTAL
CITY - City Funds	PE	\$448									\$448
	RW	\$0									\$0
	CON	\$458									\$458
	SUBTOTAL	\$906									\$906
PC25 - Los Angeles County Proposition "C25"	PE	\$0									\$0
	RW	\$0									\$0
	CON	\$2,717									\$2,717
	SUBTOTAL	\$2,717									\$2,717
	TOTAL	\$3,623									\$3,623
	TOTAL PE:	\$448	TOTAL RW:	\$0	TOTAL CON:	\$3,175	TOTAL PROGRAMMED:	\$3,623			

- General Comment:
- Modeling Comment:
- TCM Comment:
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised Adoption 23-00 - In Progress	Change reason: MINOR CHANGE	Total Project Cost \$3,623
--	------------------------------------	-----------------------------------

ATTACHMENT E-1
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:
Paul Backstrom
BackstromP@metro.net
(213) 922-2183

ATTACHMENT E-2
SPECIAL GRANT CONDITIONS

The 2015 COUNTYWIDE CALL FOR PROJECTS Board Report No. 23 dated September 16, 2015 included various projects specific condition imposed by the LACMTA.

- Bicycle and Pedestrian Counts – GRANTEE must collect before- and after- bicycle and pedestrian counts (when applicable and as directed by the Metro Project Manager) on a mid-week day and weekend, excluding winter months. The “after” counts should not be taken until six (6) months after the completion of the project. GRANTEE shall submit bicycle and pedestrian count data and upload the data to the SCAG Active Transportation Database (<https://atdb.scag.ca.gov/Pages/Home.aspx>). The methodology for conducting counts is described in “conducting Bicycle and Pedestrian Counts”, a manual jointly produced by the Southern California Association of Governments (SCAG) and Metro. The manual is available at http://www.metro.net/projects/call_projects/.
- GRANTEE is required to coordinate and seek input with Metro Planning and Operations and other municipal operators for any potential effect to transit service as necessary.
- Complete Streets – GRANTEE must comply with the California Complete Streets Act of 2008 prior to the first programming year. To comply, GRANTEE must either modify their adopted General Plan Circulation Element to identify how they will provide for the mobility needs of all users of the roadway or adopt a City Council resolution indicating their support of Complete Streets. Proof of compliance must be submitted to the Metro Project Manager prior to execution of the funding agreement and will be an attachment to the agreement.

**FA Attachment F
PROJECT READINESS CERTIFICATION**

As part of the 2015 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE or Project Sponsor City of Long Beach for the 1st Street Pedestrian Gallery (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE or Project Sponsor City of Long Beach must assure LACMTA that GRANTEE has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as City Manager for the City of Long Beach, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

THOMAS B. MODICA
CITY MANAGER

London J. Jahum
Signature

April 11, 2022
Date

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

- 1) GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption
9/4/2018

APPROVED AS TO FORM

April 6, 2022
CHARLES PARKIN, City Attorney

By [Signature]
**ERIN WEESNER-MCKINLEY
DEPUTY CITY ATTORNEY**

- 2) GRANTEE hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount	Local Match Amount	Total Project Cost
\$ 2,716,524	\$ 905,507	\$ 3,622,031

3) GRANTEE hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility
Eric Lopez	Public Work Director	5%
Marilyn Surakus	Project Management Bureau Manager	5%
Amelia Bodek	Project Manager	80%
Mark Whitaker	Project Analyst	10%

4) GRANTEE hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2022

5) GRANTEE has submitted all of the foregoing to the Governing Authority of GRANTEE for approval in the date set forth below.

Date of Governing Authority Approval
9/4/2018

(Submit Governing Authority Clerk stamped agenda/minutes)

CITY OF
LONG

FISCAL YEAR

2019

ADOPTED BUDGET

CAPITAL IMPROVEMENT PROGRAM BUDGET

