

COOPERATIVE AGREEMENT
29878

THIS AGREEMENT, made and entered into by and between the CITY OF LONG BEACH, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY:

WITNESSETH

WHEREAS, Carson Street is depicted on the Highway Element of CITY'S General Plan and also depicted on COUNTY'S Highway Plan; and

WHEREAS, to assist in the traffic flow, CITY and COUNTY desire to modify and synchronize the traffic signals along Carson Street between Long Beach Boulevard and Bloomfield Avenue, including the installation of interconnect between traffic signals, which work is hereinafter referred to as PROJECT; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on March 8, 2005, entered into Memorandum of Understanding No. P0007050 (MOU) with the Los Angeles County Metropolitan Transportation Authority (MTA), a copy of which is attached hereto as Exhibit A; and

WHEREAS, under the MOU, the MTA will provide to COUNTY a grant (GRANT) of up to a maximum of One Million Seven Hundred Four Thousand and 00/100 Dollars (\$1,704,000) for PROJECT; and

WHEREAS, under the MOU, COUNTY agreed to contribute funds up to a maximum of Two Hundred Five Thousand and 00/100 Dollars (\$205,000) to finance a portion of COST OF PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, traffic signal time-space diagrams, and final signing and striping for PROJECT; and

WHEREAS, CITY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the basic traffic signal timing and coordination traffic signal timing for PROJECT; and

WHEREAS, CITY desires to contribute funds up to a maximum of Two Hundred Twenty One Thousand and 00/100 Dollars (\$221,000) to finance a portion of COST OF PROJECT; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Two Million One Hundred Thirty Thousand and 00/100 Dollars (\$2,130,000), with MTA grant funds estimated to be One Million Seven Hundred Four Thousand and 00/100 Dollars (\$1,704,000), COUNTY share being Two Hundred Five Thousand and 00/100 Dollars (\$205,000), and CITY'S share being Two Hundred Twenty One Thousand and 00/100 Dollars (\$221,000); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, coordination timing for traffic signals within PROJECT limits, utility engineering and relocation, traffic detour, and final signing and striping, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of preliminary engineering, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering and all other necessary work prior to advertising of PROJECT for construction bids; and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of construction contract, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor for PROJECT.

(2) CITY AGREES:

- a. To deliver to COUNTY, immediately upon receipt of an invoice from COUNTY, the sum of Two Hundred Twenty One Thousand and 00/100 Dollars (\$221,000.00) against CITY'S COST OF PROJECT.
- b. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- c. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY'S contractor meets the insurance requirements as required and approved by the CITY Risk Manager.
- d. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.
- e. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- f. To perform or cause to be performed the equipment and system testing and to develop and implement the basic traffic signal timing and coordination traffic signal timing for the PROJECT.
- g. Upon completion of PROJECT: 1) to accept full and complete ownership of, and responsibility for, the PROJECT; and 2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION, including the basic traffic signal timing and the traffic signal timing to support coordination timing and synchronization of traffic signals on Carson Street.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, traffic signal time-space diagrams, and final signing and striping for PROJECT.
- b. To contribute COUNTY'S share of COST OF PROJECT, currently estimated to be Two Hundred Five Thousand and 00/100 Dollars (\$205,000).
- c. To submit an invoice to CITY in the amount of Two Hundred Twenty One Thousand and 00/100 Dollars (\$221,000) upon adoption of this AGREEMENT by COUNTY, subject to paragraph (4) i., below.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To administer the design and construction of PROJECT in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-five Percent (25%) Discretionary funds and Memorandum of Understanding No. P0007050 between COUNTY and the MTA. COUNTY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and the MTA, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
- g. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
- h. To furnish to CITY, after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs including an itemization of actual unit costs and actual contract quantities; all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for COUNTY'S performance as specified in paragraph (3) a., above.
- i. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. To construct PROJECT in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C twenty-five percent (25%) Discretionary funds.
- b. That if CITY'S payment, as set forth in paragraph (2) a., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within ninety (90) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning ninety (90) calendar days after the date of the invoice at the rate of seven percent (7%) per annum or any portion thereof calculated from the last day of the month in which the services were performed as specified in Paragraph 12 of the June 18, 2004, General Services Agreement (Agreement No. 74942) entered into by the COUNTY and CITY.
- c. If COST OF PROJECT, based upon the final accounting, is less than CITY'S payments, as set forth in paragraph (1) b., above, COUNTY shall refund the difference to CITY within ninety (90) calendar days after the date of the final accounting and, if the refund is not made within that time, to pay interest thereon beginning ninety (90) calendar days after the date of the final accounting at the rate of ten percent (10%) per annum.
- d. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from the MTA pursuant to Memorandum of Understanding No. P0007050 between COUNTY and the MTA. If COUNTY fails to provide its' financial contribution, then COUNTY shall refund CITY'S payment within ninety (90) calendar days after notice from MTA to COUNTY that MTA funds are not available.
- e. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.

- f. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- g. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ms. Christine Andersen
Director of Public Works
City of Long Beach
333 West Ocean Boulevard
Long Beach, CA 90802-4664

COUNTY: Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- h. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LONG BEACH on NOVEMBER 1, 2006, and by the COUNTY OF LOS ANGELES on November 9, 2006.

COUNTY OF LOS ANGELES

By William A. Hiley
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Deputy

CITY OF LONG BEACH

By [Signature]
~~Mayer~~ City Manager

ATTEST:

APPROVED AS TO FORM
By [Signature] 10/19 2006
City Clerk
ROBERT E. SHANNON, City Attorney

By [Signature]
SENIOR DEPUTY CITY ATTORNEY
By _____
City Attorney

Exhibit

“A”

**CALL FOR PROJECTS
PROPOSITION C
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is dated for reference purposes only April 14, 2004, and is by and between the Los Angeles County Metropolitan Transportation Authority ("MTA") and the Los Angeles County Department of Public Works ("Grantee") for **CARSON STREET SIGNAL SYNCHRONIZATION PROJECT** - MTA Call for Projects ID# 7050 and FTIP # LAOB7050 (the "Project").

Whereas, the MTA and Grantee are parties to that certain Letter of Agreement LOA.P0007050 dated February 01, 2002 for the programming of \$1,704,000 in STIP/RIP funds for the Project (the "Existing LOA");

Whereas, due to the State of California Budget impact on Los Angeles County transportation funding and a State Transportation Improvement Program (STIP) amendment request to enable high priority projects to move forward, the MTA and Grantee desire to change the source of funds for the Project. The MTA Board at its February 27, 2004 meeting authorized the grant of \$1,427,000 in Proposition C funds to replace \$1,427,000 in STIP/RIP funds previously programmed to Grantee under the Existing LOA for the Project subject to the terms and conditions contained herein.

Whereas, the MTA and Grantee desire to change the existing funding for the Project from a total of \$1,704,000 in STIP/RIP funds to \$1,427,000 in Proposition C funds and \$277,000 in STIP/RIP funds.

Whereas, the MTA and Grantee intend to amend the Existing LOA to reduce the STIP/RIP funds to \$277,000.

Whereas, the MTA and Grantee desire to enter into this MOU to specify the terms and conditions of the grant of \$ 1,427,000 in Proposition C funds.

NOW, THEREFORE, the parties hereby agree as follows:

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

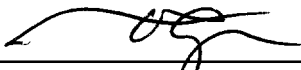
1. Part I - Specific Terms of the MOU
2. Part II - General Terms of the MOU
3. Attachment A - Programmed Budget
4. Attachment B - Financial Plan
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Quarterly Progress/Expenditure Report
8. Attachment E - Special Grant Conditions
9. 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 MOU and the Specific Terms of the MOU shall prevail over the General Terms of the MOU.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

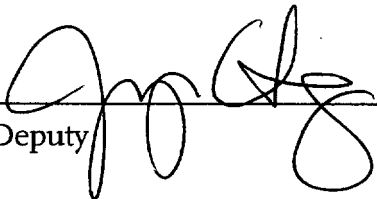
MTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By:  4-1-05
Roger Snoble Date
Chief Executive Officer

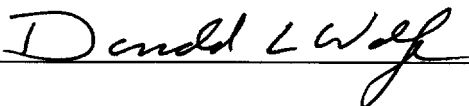
APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By:  2/7/05
Deputy Date

GRANTEE:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

By:  March 8, 2005
Don Wolfe Date
Acting Director of Public Works

PART I
SPECIFIC TERMS OF THE MOU

1. Title of the Project (the "Project"): **CARSON STREET SIGNAL SYNCHRONIZATION PROJECT.**
2. To the extent the Funds are available, the MTA shall make to Grantee a one-time grant of the funds in the amount of: \$1,427,000 (the "Funds") for the Project. MTA Board action March 14, 2002 of granted the Funds to Grantee for the Project over one (1) year, Fiscal Year (FY) 2004-2005.
3. This one time grant shall be paid on a reimbursement basis. The Grantee must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. Grantee Funding Commitment must be spent in the appropriate proportion to the Funds with each quarter's expenditures. The MTA will withhold 5% of the grant amount as retainage pending an audit of expenditures and completion of scope of work.
4. The Programmed Budget (the "Programmed Budget") documents the sources of funds programmed for the Project as approved by the MTA and is attached to this MOU as Attachment A. The Programmed Budget includes the total programmed budget for the Project, including funds programmed by the MTA and the Grantee Funding Commitment (local match). The Programmed Budget also includes the fiscal years in which all funds for the Project are programmed.
5. The Financial Plan (the "Financial Plan") documents the proposed cash flow for the Project and is attached to this MOU as Attachment B. The Financial Plan is the entire financial plan for the Project, and shows the total sources of funds programmed to the Project, including the Grantee Funding Commitment for this Project as well as the fiscal year and quarter the funds for the Project will be expended. To the extent Grantee updates the Financial Plan, such update shall be submitted to the MTA Project Manager and provided MTA concurs with such updated Financial Plan in writing, Attachment B shall be automatically replaced with the latest MTA approved Financial Plan.
6. Grantee shall complete the Project as described in the Scope of Work. The Scope of Work (the "Scope of Work") for the Project is attached to this MOU as Attachment C. The Scope of Work includes a description of the Project and a detailed description of the work to be completed including, Project milestones consistent with the lapsing policy. The Scope of Work also includes a set schedule, which must be adhered to. 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 MTA will have the option to terminate this MOU for default as described in Part II, Section 9. **No changes in the Project schedule will be allowed without written concurrence from the MTA.**

7. No changes to the (i) grant amount, (ii) Programmed Budget, (iii) the Scope of Work, or (iv) the lapse date of the Funds, shall be allowed without a written amendment to the original MOU, approved and signed by the MTA Chief Executive Officer or his/her designee and the Grantee. Modifications that do not materially affect the terms of this MOU, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by the Grantee and approved by the MTA in writing. Non-material changes are those changes, which do not affect the grant amount, Programmed Budget, Financial Plan, the Scope of Work or the lapse date of the Funds.

8. MTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: **NARASIMHA MURTHY (99-22-3)**

9. Grantee's Address:
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS\
900 Freemont Avenue
Alhambra, CA 91803-1331
Attention: **JANE WHITE**

10. Maintenance of Effort -- MOE

On September 26, 2002, the MTA Board decided 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 California Streets and Highways Code Section 2182.1. With regard to enforcing the MOE, the MTA will follow the State of California MOE requirement, including, without limitation, suspension and re-implementation.

PART II
GENERAL TERMS OF THE MOU

1. TERM:

1.1 The term of this MOU shall commence on the date this MOU is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the date the agreed upon Scope of Work has been completed and signed-off by the MTA Project Manager; (ii) and all MTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to the Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the MOU is executed shall be reimbursed in accordance with the terms and conditions of this MOU unless otherwise agreed to by the parties in writing.

1.2 Should MTA determine there are insufficient Funds available for the Project, MTA may terminate this MOU by giving written notice to Grantee at least thirty (30) days in advance of the effective date of such termination. If this MOU is terminated pursuant to this section, MTA will not reimburse Grantee any costs incurred after the termination date, except those necessary to return any facilities modified by the Project's construction to a safe state. The MTA's share of these costs will be consistent with the established funding percentages outlined in the MOU.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this MOU, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Sections 5.1 of this MOU, and other documents as required, shall satisfy MTA invoicing requirements.

Send invoice with supporting documentation to:

**Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296**

Re: MTA Project ID# 7050 and MOU.P0007050
MTA Project Manager: NARASIMHA MURTHY

3. USE OF FUNDS:

3.1 The 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 (Attachment D) and the most recently adopted MTA Proposition C Guidelines for the type of Proposition C funds granted by the MTA hereunder (the "Guidelines").

3.2 Attachment C shall constitute the agreed upon Scope of Work between MTA and the Grantee for the Project. The Funds, as granted under this MOU, can only be used towards the completion of the Scope of Work originally adopted by the MTA Board. Any Scope of Work changes must be approved in writing by the MTA.

3.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this MOU. Nor shall the Funds be used for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the MOU approved and signed by the MTA Chief Executive Officer or his designee.

3.4 The 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, the MTA requires that such activities be procured in accordance with the Grantee's contracting procedures and consistent with State law. The 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 the MTA through on-going Project monitoring and through any interim audits and the MTA final audit.

3.5 If Grantee desires to use the Funds to purchase/lease equipment (i.e., vehicles, computers, etc.) necessary to perform or provide the services disclosed in the Scope of Work, Grantee must obtain MTA's written consent prior to purchasing/leasing specific equipment. Equipment purchased/leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to the MTA as follows: the Grantee will be required to repay the Funds in proportion to the useful life remaining in accordance with the Guidelines and in an equal proportion of the grant to Grantee Funding Commitment ratio.

4. **DISBURSEMENT OF FUNDS:** Disbursements shall be based on a reimbursement basis in accordance with the Quarterly Progress/Expenditure Report. If the MTA makes disbursements by wire transfer at the written request of Grantee, a fee of twenty-five dollars per transfer will be deducted from each disbursement. The Grantee must provide the appropriate supporting documentation with its Quarterly Progress/Expenditure Report. Grantee Funding Commitment must be spent in the appropriate proportion to MTA Funds with each quarter's payment.

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

5.1 Grantee shall submit the Quarterly Progress/Expenditure Report 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 submit incomplete reports, MTA will not reimburse Grantee until the completed required reports are received, reviewed, approved and reconciled to the Financial Plan. The Quarterly

Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, 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.

5.2 MTA, and/or its designee, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits; interim audits; pre-award audits and performance audits. MTA will commence a final audit within six months of formal notification by the Grantee of completion of the scope of work; provided, however, the Project must be ready for final audit (meaning all costs and charges have been paid by the Grantee and invoiced to the MTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization). 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 the MTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions as defined by this MOU and the Guidelines. When applicable, MTA shall consider the Federal Acquisition Regulations (FAR) to determine whether costs incurred are allowable. The findings of the MTA audit are final. When MTA audit findings require Grantee to return monies to MTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to the Grantee.

5.3 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 the MTA 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 the MTA auditors or authorized representatives to the extent deemed necessary by the MTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by the MTA 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.

5.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 5.2 and 5.3 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to the MTA records which 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 the MTA auditors or authorized representatives related to the Project.

5.5 The MTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of the 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.

5.6 The MTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of the Grantee and its contractors, shall have access to all necessary records, including reproduction, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this MOU.

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

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 the MTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 **The obligation for MTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the MTA Board. If such Funds are not made available for the Project, this MOU shall be void and have no further force and effect, and MTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by the MTA.**

7.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, as identified in the Program Budget (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-MTA programmed funds necessary to complete the Project.

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

7.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this MOU subject to the terms and conditions contained herein and in the Guidelines. **Any Funds expended by Grantee prior to the execution of this MOU (prior to the MTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of the MTA. Grantee Funding Commitment funds expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.**

7.5 If the Grantee receives outside funding for the Project in addition to the Funds identified in the Programmed Budget at the time this grant was awarded, this MOU shall be amended to reflect such additional funding. If, at the time of final voucher, funding for the Project (including the Funds, the 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 MOU as specified in the Programmed Budget and both the Funds and the Grantee Funding Commitment required for the Project shall be reduced accordingly.

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

8.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this MOU within ninety (90) days of receiving formal transmittal of the MOU from MTA, 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 MTA and Grantee in Attachment C (Scope of Work) of this MOU. 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 the MTA 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 5.1 of this MOU; and
- (iv) expending the Funds granted under this MOU for allowable costs within 36 months from July 1 of the Fiscal Year in which the funds are programmed, unless otherwise stated in this MOU. All Funds programmed for FY 2004-05 are subject to lapse by June 30, 2007.

If the Grantee fails to meet any of the above conditions, the Project shall be considered lapsed and will be submitted to the MTA Board for deobligation. **Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.**

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 MOU, the Project will be reevaluated by the MTA as part of its annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the MTA Board. **If one year of Project funding is lapsed, subsequent year(s) funding will also be lapsed, effectively deobligating the entire Project.** In the event that all the Funds are reprogrammed, this MOU shall automatically terminate.

9. **DEFAULT:** A Default under this MOU 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; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by the MTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Programmed Budget without the MTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by Grantee, the MTA 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 the MTA, the MTA shall have the following remedies: (i) MTA may terminate this MOU; (ii) the MTA may make no further disbursements of Funds to the Grantee; and/or (iii) the MTA may recover from Grantee any Funds disbursed to Grantee prior to and after the Default that are disallowed by the MTA audit.

10.2 Effective upon receipt of written notice of termination from the MTA, Grantee shall not undertake any new work or obligation with respect to this MOU unless so directed by the MTA in writing. Any Funds expended after termination shall be the sole responsibility of the Grantee.

10.3 The remedies described herein are non-exclusive. The MTA 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. **MARKETING AND MEDIA:**

11.1 The Grantee shall coordinate with the MTA regarding all Project-related publicity (such as literature, advertisements, brochures, video, radio and public service announcements, construction site signs, press releases, and all other materials related to the Project) proposed to be used by the Grantee for advertising or public relations purposes prior to publication. The Grantee shall not allow MTA-related copy to be published in its advertisements and public relations programs without prior coordination with the MTA.

11.2 Grantee shall notify MTA Media Relations of all press events related to the Project in such a manner that allows MTA to participate in such events, at MTA's sole discretion.

11.3 Grantee agrees that all literature, advertisements, brochures, video, radio, and public service announcements, press releases, construction site or permanent signs, any software developed with the Funds and all other materials relating to the Project and/or distributed to the public will contain recognition of the MTA's contribution as well as the approved METRO logo. If applicable, Grantee agrees to display the METRO logo on its buses, shuttle buses, vans, and taxis utilized for services provided under the Project. The METRO logo is a trademark of the MTA that shall be reproduced and displayed in accordance with specific

graphic guidelines available from the MTA Design Studio. Grantee agrees to follow directions of the MTA Design Studio to comply with this Section of the MOU.

12. OTHER TERMS AND CONDITIONS:

12.1 This MOU, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU 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 MOU as though fully set forth herein.

12.2 If applicable, Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this MOU. Equipment acquired as part of the Project, including office equipment, transit vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

12.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this MOU, 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.

12.4 Neither the MTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason to anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents employees and subcontractors under this MOU. Grantee shall fully indemnify, defend and hold the MTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) misuse of the Funds by Grantee, or its officers, agents, employees or subcontractors; (ii) breach of the Grantee's obligations under this MOU; or (iii) any act or omission of the Grantee, or its officers, agents, employees or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this MOU.

12.5 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 MOU.

12.6 Grantee shall comply with and insure that work performed under this MOU 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 the MTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations and MTA requirements including any amendments thereto.

12.7 Grantee agrees that the applicable requirements of this MOU and the Guidelines shall be included in every contract entered into by Grantee or its contractors relating to work performed under this MOU and the MTA shall have the right to review and audit such contracts.

12.8 Grantee shall not assign this MOU, or any part thereof, without prior approval of the MTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

12.9 This MOU shall be governed by California law. If any provision of this MOU 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.

12.10 The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, MTA shall be entitled to a refund or credit, at MTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to MTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

12.12 Grantee will advise the MTA prior to any key Project staffing changes.

12.13 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

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

ATTACHMENT A-1
Gateway Cities Forum Carson Street TSSP
Call for Projects (CFP) 7050 -Memorandum of Understanding (MOU):MOU.P0007050
PROGRAMMED BUDGET - SOURCES OF FUNDS

(Call for Projects Funding and Local Match Only)

SOURCES OF FUNDS	Prior Allocation FY 2000-01	FY 2004-05	FY 2005-06	FY 2006-07	FY 2007-08	TOTAL BUDGET	% OF BUDGET
MTA Programmed Funds:							
Proposition C 25%		\$1,427,000				\$1,427,000	67.0%
STIP/RIP	\$277,000					\$277,000	13.0%
Grantee Funding Commitment (specify type)							
Local Dollars (LA County)	\$33,000	\$172,000				\$205,000	9.6%
Local Dollars (City of Long Beach)	\$36,000	\$185,000				\$221,000	10.4%
Local Match*							
TOTAL PROGRAMMED BUDGET	\$346,000	\$1,784,000				\$2,130,000	100.0%

* Current Call requires a 20% local monetary match for the Call for Projects process.

ATTACHMENT B-1
Gateway Cities Forum Carson Street TSSP
Call for Projects - Memorandum of Understanding (MOU):MOU P0007050
FINANCIAL PLAN

SOURCES OF FUNDS	PRIOR ALLOCATION	FY 2004 QTR2	FY 2006 QTR3	FY 2006 QTR4	FY 2007 QTR1	FY 2007 QTR2	FY 2007 QTR3	FY 2007 QTR4	TOTAL BUDGET
LOCAL									
Proposition C 25%		\$20,800	\$20,800	\$321,600	\$321,600	\$321,600	\$321,600	\$99,200	\$1,427,200
Local Match		\$5,200	\$5,200	\$80,400	\$80,400	\$80,400	\$80,400	\$24,800	\$356,800
Other (Specify Source)* City of LB & LA County Local	\$69,000								\$69,000
STATE									
STIP	\$277,000								\$277,000
Other (Specify Source)									
FEDERAL									
CMAQ									
RSTP									
FTA 5307 (Section 9)									
FTA Section 3									
Other (Specify Source)									
TOTAL BUDGET	\$346,000	\$26,000	\$26,000	\$402,000	\$402,000	\$402,000	\$402,000	\$124,000	\$2,130,000

ATTACHMENT C

SCOPE OF WORK

PROJECT SCOPE OF WORK AND COST ESTIMATE	
Project Name: Gateway Cities Forum - Carson Street Signal Synchronization	
Project Limits: Long Beach Boulevard to Bloomfield Avenue	
Approximate Number of Intersections: 28	Length of Route: 7.3 miles
Construction Cost	\$1,138,000
Contingency (25%)	\$285,000
Construction Engineering (15%)	\$171,000
Timing	\$113,000
Project Management (4%)	\$77,000
TOTAL	\$1,784,000

Scheduled Project Milestones:

Advertise construction contract	October 2005
Award construction contract	November 2005
Begin construction	April 2006
End construction	June 2007

Scope of Work:

This project involves synchronizing the traffic signals on Carson Street between Long Beach Boulevard and Bloomfield Avenue and implementing any safety-related upgrades. Synchronizing the signals and improving the operation and safety of the roadway will significantly reduce delay and accidents, thereby alleviating motorist frustration, reducing air pollution, and decreasing vehicle operational costs. This project also involves the installation of interconnect between traffic signals along a portion of Carson Street.

This project will improve traffic signal operation along this route by upgrading each traffic signal, providing additional vehicle detection to enable operation as a fully traffic actuated signal, and installing the appropriate components to enable each signal to be capable of time-based coordination. The traffic signals along this route will be retimed to improve the overall progression of traffic along and crossing this route. Additionally, this project will install any warranted and feasible roadway improvements along the route to improve overall progression which may include: installation of peak-period parking restrictions, modification of signing and striping, and/or minor roadway widening within existing right-of-way to provide for additional lanes. Lastly, this project will upgrade equipment necessary to ensure the operational safety of all traffic signals along the route which may include: upgrade of highway safety lights, cut back of median noses out of crosswalks, upgrade signal standards and mast arms to increase visibility of mast arm-mounted vehicle heads, and modify signal phasing.

Call for Projects – Gateway Cities Forum – Carson Street TSSP Memorandum of Understanding (MOU)
 MOU.P0007050

This project complements other synchronization projects in the area and is part of a long-range plan to synchronize and improve all major corridors in the area. These synchronization projects are the first step toward building a smarter system of roadways. Future elements will build upon this strategy through the installation of a traffic control system to provide centralized control, monitoring, and multi-jurisdictional response capabilities with all routes connected to a Traffic Management Center and local agencies' workstations for regional operation.

Due to unforeseen complications, field conditions, actual engineering costs, actual consultant contract amounts, construction bids, and a variety of other factors, it may become necessary to make adjustments to the scope of work and revise the estimated costs as the project progresses.

CARSON STREET		TRAFFIC SIGNAL MODIFICATION		
NO.	CROSS STREET	MINOR	MODERATE	MAJOR
1	LONG BEACH BL			X
2	ATLANTIC AV		X	
3	CALIFORNIA AV			X
4	ORANGE AV			X
5	CHERRY AV		X	
6	SHOPPING CTR		X	
7	PARAMOUNT BL			X
8	OBISPO AV		X	
9	WATSON PLAZA DR		X	
10	LAKEWOOD BL *			
11	NORSE WY		X	
12	LONG BCH CTY COLLEGE		X	
13	CLARK AV		X	
14	BELLFLOWER BL *			
15	WOODRUFF AV			X
16	PALO VERDE AV		X	
17	LOS COYOTES DIAG		X	
18	LIBERTY CTR		X	
19	NECTAR AV		X	
20	605 FWY SB		X	
21	605 FWY NB		X	
22	PIONEER BL		X	
23	VIOLETA AV		X	
24	JUAN AV		X	
25	SHOPPING CTR		X	
26	NORWALK BL	X		
27	CLARETTA AV			X
28	VERNE AV			X
29	SHOPPING CTR		X	
30	BLOOMFIELD AV		X	

* NO SIGNAL MODIFICATION NEEDED

MOU ATTACHMENT D
REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) 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 MTA at P.O. Box 512296, Los Angeles, CA 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. MTA 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 MTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the MTA Board.
- The Quarterly Progress/Expenditure Report is due to the MTA 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 (LOA Attachment C), is considered ineligible and will not be reimbursed by the MTA unless prior written authorization has been granted by the MTA Chief Executive Officer or his 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 MTA-funded or non-MTA-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 C). 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.
- MTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the LOA, unless written authorization has been granted by the MTA Chief Executive Officer or her designee.
- The LOA is considered executed when the MTA Chief Executive Officer or her designee signs the document.

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 MTA 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*.
- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

MTA MOU ATTACHMENT D1

QUARTERLY PROGRESS / EXPENSE REPORT

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO P.O. Box #512296, Los Angeles, CA 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 D) for further information.

FOR MTA USE ONLY	
Invoice #	
Invoice Date	
MOU#	
Quarterly Report #	

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.**

	MTA 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: _____

MOU #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2003-2004 2004-2005 2005-2006

2006-2007 2007-2008 2008-2009

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

Q3: Jan - Mar Q4: Apr - Jun

DATE SUBMITTED: _____

MTA MODAL CATEGORY:

Freeway RSTI Signal Synchronization

TDM Bikeway Pedestrian

Transit TEA

MTA Area Team Representative / Project Mgr.	Name:	
	Area Team:	
	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 MOU, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL MOU 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 MOU 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 MOU 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 MOU. **PER YOUR MOU AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO THE MTA FOR WRITTEN CONCURRENCE.**

MOU Milestones	Original MOU Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Total Project Duration (Months)				

2. PROJECT COMPLETION

% of Project Completed to Date	
--------------------------------	--

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

- On schedule per original MOU 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 MOU?

- 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 MOU Attachment C, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO MTA GRANT	\$ CHARGED TO LOCAL MATCH
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
	TOTAL				

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to MTA 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).

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

ATTACHMENT E

SIGNAL SYNCHRONIZATION AND BUS SPEED IMPROVEMENT PROGRAM SPECIAL GRANT CONDITIONS

- 1. Grantee shall provide the opportunity to MTA staff, other affected agencies and / or the Arterial ITS Working Group, 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. The Project scope of work and engineering design shall conform to the MTA's **Signal Synchronization and Bus Speed Improvement Program Guidelines** and the **MTA Before and After Study Guidelines for Signal Synchronization Projects**. The MTA shall at its discretion, condition the award of certain Tier 2-4 grants with the requirement to perform before and after study data collection. For the purposes of establishing consistency in evaluations, for projects so conditioned, Grantee shall collect before data immediately after the design is completed and just prior to actual project construction. Grantee shall collect after data prior to the release of retention or within 1 year of project completion upon receiving permission from MTA. All data shall be furnished to the MTA upon request.
- 3. Grantee shall commit and / or secure local resources through agreement with participating agencies, to maintain and operate the Project improvements. The Grantee 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). A copy of the fully executed agreement will be delivered to the MTA immediately upon execution. Failure to provide proper maintenance and operation of the Project improvements may jeopardize future MTA funding. Additionally, there shall be no major equipment or timing-plan changes on Call funded Traffic Forum projects within the first 2 years of project implementation / system operation unless there is an MTA or lead agency written approval of a written request.
- 4. All Tier 3 (Computerized Traffic Signal Control and Monitoring Systems) and Tier 4 (ITS Technology and Smart Corridor Projects) developments shall be designed for system compatibility with the arterial traffic control open system architecture. The system design shall be coordinated through MTA staff to allow communication with the Information Exchange Network (IEN). Grantee is also required to attend the MTA Arterial ITS Working Group in order to ensure technical project coordination.
- 5. Any changes made to Attachments A, B, and / or C of this MOU must receive written