

AMENDMENT No. 1 TO FUNDING AGREEMENT  
BETWEEN CITY OF LONG BEACH AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

**34454**

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of March 30, 2020, by and between City of Long Beach ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000MR315.61, dated July 17, 2016, (the "Existing FA"), which Existing FA provides for the Lakewood Boulevard & Spring Street Intersection Improvement Project (the "Project"); and,

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

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

D. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

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

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

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

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

"City of Long Beach  
Public Works Department  
411 West Ocean Boulevard  
Long Beach, CA 90802  
Colin Averill, Project Manager  
(562) 570-6679  
[Colin.Averill@longbeach.gov](mailto:Colin.Averill@longbeach.gov)"

4. Part II, Paragraph 6 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. 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 Reports 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. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 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 six months of receipt of 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 covered by the FA 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 the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 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"). Such 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.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 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.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records 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.

6.7 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 FA.

6.8 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.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds 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 FA, including the access to records provisions of Part II, Section 6."

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

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

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31<sup>st</sup> of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in the FA; milestones include, but are not limited to the following:
  - a. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and
- (iii) submitting the Quarterly Progress/Expenditure Report; and
- (iv) funds programmed for FY2015-16 are subject to lapse on June 30, 2021.

9.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. If the Project does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

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

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

9.5 If the GRANTEE fails to meet any of the conditions in paragraph 9.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement."

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

"12. **COMMUNICATIONS:**

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

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

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

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

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

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

7. Attachment C – Scope of Work, attached to the Existing FA is hereby amended by deleting the Milestones and replacing it with the following Revised Project Schedule.

FA Milestones	Original FA Schedule in Scope of Work		Revised Project Schedule	
	Start Date	End Date	Start Date	End Date
Design	August 2016	July 2017	August 2016	July 2017
Construction Bid & Award	July 2017	March 2018	May 2019	December 2020
Construction	March 2018	August 2018	December 2020	April 2021
<b>Total Project Duration (Months)</b>	24 months		56 months	

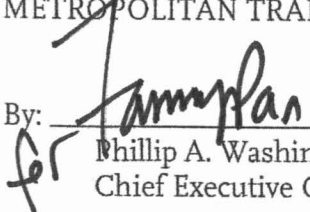
8. The parties have agreed that the Monthly Progress Report is no longer required and therefore, Attachment D-1 and all references thereto are hereby deleted.

9. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.



IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

By:   
Phillip A. Washington  
Chief Executive Officer

Date: 9/8/2020

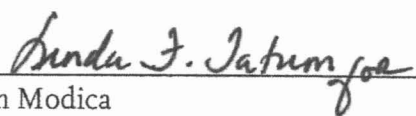
APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By:   
Deputy

Date: 6/30/2020

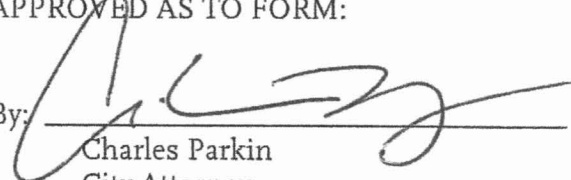
CITY OF LONG BEACH

By:   
Tom Modica  
Acting City Manager

Date: 8-31-2020

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

APPROVED AS TO FORM:

By:   
Charles Parkin  
City Attorney

Date: 8/25/2020



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

Measure R Program - Funding Agreement Projects - FA# 9200000000MR315.61  
 Project Title: Lakewood Boulevard and Spring Street Intersection Improvements Project#: MR315.61  
 PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2017-18 Qtr 1	FY 2017-18 Qtr 2	FY 2017-18 Qtr 3	FY 2017-18 Qtr 4	FY 2018-19 Qtr 1	FY 2018-19 Qtr 2	FY 2018-19 Qtr 3	FY 2018-19 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE R FUNDS:</b>									
PAED									\$0
PS&E	\$11,388	\$33,570	\$10,409	\$7,041					\$62,408
RW Support									\$0
Const. Support					\$528	\$4,846	\$2,925	\$1,544	\$9,843
RW									\$0
Construction									\$0
<b>Total MEASURE R</b>	<b>\$11,388</b>	<b>\$33,570</b>	<b>\$10,409</b>	<b>\$7,041</b>	<b>\$528</b>	<b>\$4,846</b>	<b>\$2,925</b>	<b>\$1,544</b>	<b>\$72,251</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$11,388</b>	<b>\$33,570</b>	<b>\$10,409</b>	<b>\$7,041</b>	<b>\$528</b>	<b>\$4,846</b>	<b>\$2,925</b>	<b>\$1,544</b>	<b>\$72,251</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PROJECT FUNDING FY18-19 and FY19-20</b>	<b>\$11,388</b>	<b>\$33,570</b>	<b>\$10,409</b>	<b>\$7,041</b>	<b>\$528</b>	<b>\$4,846</b>	<b>\$2,925</b>	<b>\$1,544</b>	<b>\$72,251</b>
SOURCES OF FUNDS	FY 2019-20 Qtr 1	FY 2019-20 Qtr 2	FY 2019-20 Qtr 3	FY 2019-20 Qtr 4	FY 2020-21 Qtr 1	FY 2020-21 Qtr 2	FY 2020-21 Qtr 3	FY 2020-21 Qtr 4	TOTAL BUDGET
<b>LACMTA PROGRAMMED FUNDS:</b>									
<b>MEASURE R FUNDS:</b>									
PAED									\$0
PS&E									\$0
RW Support									\$0
Const. Support	\$526	\$947	\$1,000	\$1,000	\$1,000	\$4,000	\$20,000	\$3,500	\$31,972
RW									\$0
Construction						\$6,000	\$163,638	\$180,139	\$349,777
<b>Total MEASURE R</b>	<b>\$526</b>	<b>\$947</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$10,000</b>	<b>\$183,638</b>	<b>\$183,639</b>	<b>\$381,749</b>
<b>SUM PROG LACMTA FUNDS:</b>	<b>\$526</b>	<b>\$947</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$10,000</b>	<b>\$183,638</b>	<b>\$183,639</b>	<b>\$381,749</b>
<b>SUM NON-LACMTA FUNDS :</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>PROJECT FUNDING FY20-21 and FY21-22</b>	<b>\$526</b>	<b>\$947</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>\$10,000</b>	<b>\$183,638</b>	<b>\$183,639</b>	<b>\$381,749</b>
<b>SUMMARY OF ALL FUNDS</b>									
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$33,570	\$10,409	\$7,041	\$0	\$0	\$0	\$0	\$51,020
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$526	\$947	\$1,000	\$1,000	\$1,528	\$8,846	\$22,925	\$5,044	\$41,815
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$6,000	\$163,638	\$180,139	\$349,777
<b>TOTAL MILESTONES</b>	<b>\$526</b>	<b>\$34,516</b>	<b>\$11,409</b>	<b>\$8,041</b>	<b>\$1,528</b>	<b>\$14,846</b>	<b>\$186,563</b>	<b>\$185,183</b>	<b>\$442,612</b>
<b>SUM PROG LACMTA FUNDS</b>	<b>\$11,914</b>	<b>\$34,516</b>	<b>\$11,409</b>	<b>\$8,041</b>	<b>\$1,528</b>	<b>\$14,846</b>	<b>\$186,563</b>	<b>\$185,183</b>	<b>\$454,000</b>
<b>SUM NON-LACMTA FUNDS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL PROJECT FUNDING</b>	<b>\$11,914</b>	<b>\$34,516</b>	<b>\$11,409</b>	<b>\$8,041</b>	<b>\$1,528</b>	<b>\$14,846</b>	<b>\$186,563</b>	<b>\$185,183</b>	<b>\$454,000</b>