AMENDMENT No. 4 TO FUNDING AGREEMENT BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 4 to Funding Agreement (this "Amendment"), is dated as of January 2, 2024, by and between the City of Redondo Beach ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 92000000F5301, dated December 30, 2016, which was amended on August 15, 2019, October 1, 2021, and February 1, 2023 (as amended, the "Existing FA"), which Existing FA provides for the Grant Avenue Signal Improvements (the "Project"); and

B. Whereas, LACMTA Board on September 28, 2023, desires to extend the lapsing date of the Project to February 29, 2024; and

C. 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 II, Paragraph 8.1 (iv) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "expending the Funds granted under this FA for allowable costs by the lapsing date. All funds programmed for FY 2016-17 are subject to lapse on February 29, 2024."

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

FA Milestones	Revised Schedule in Amendment 3		Revised Project Schedule		
	Start Date	End Date	Start Date	End Date	
Operational Plan	July 2017	September 2017	July 2017	September 2017	
Environmental Documentation	October 2017	December 2017	October 2017	December 2017	
Design Engineering	July 2019	February 2021	July 2019	February 2021	
Plans, Specifications, and Estimates	March 2021	October 2022	March 2021	October 2022	
Advertise for Construction	October 2022	November 2022	October 2022	November 2022	
Construction	December 2022	February 2023	June 2023	February 2024	
Project Completion	February 2023	February 2023	February 2024	February 2024	
Total Project Duration (Months)	67		7	9	

3. 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.

CFP#F5301 AMENDMENT NO. 4 Funding Agreement No. 920000000F5301

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By Stephanie N. Wiggins Chief Executive Officer

Date: 8 5 Jourf

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By: Deputy

Date: _____6/7/2024

CITY OF REDONDO BEACH

By:

James A. Light City Mayor

APPROVED AS TO FORM: DocuSigned by: Michael W. Webb City Attorney

By: Eleanor Manzano City Clerk Date: ______

Date: _____7/11/2024 | 2:29 PM PDT

7/11/2024 | 5:55 PM PDT Date:

Rev.: 03.08.2023

FA Local Amendment Lapsing Date Extension

AMENDMENT No. 3 TO FUNDING AGREEMENT BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to Funding Agreement (this "Amendment"), is dated as of February 1, 2023, by and between City of Redondo Beach ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 92000000F5301, dated December 30, 2016, which was amended on August 15, 2019 and October 1, 2021 (as amended, the "Existing FA"), which Existing FA provides for the Grant Avenue Signal Improvements (the "Project"); and

B. Whereas, LACMTA Board on August 25, 2022, desires to extend the lapsing date of the Project to February 28, 2023; and

C. 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 II, Paragraph 8.1 (iv) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "expending the Funds granted under this FA for allowable costs by the lapsing date. All funds programmed for FY 2016-17 are subject to lapse on February 28, 2023."

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

FA Milestones	Revised Schedule in Amendment 2		Revised Project Schedule		
	Start Date	End Date	Start Date	End Date	
Operational Plan	July 2017	September 2017	July 2017	September 2017	
Environmental Documentation	October 2017	December 2017	October 2017	December 2017	
Design Engineering	July 2019	August 2019	July 2019	February 2021	
Plans, Specifications, and Estimates	August 2019	February 2021	March 2021	October 2022	
Advertise for Construction	September 2021	October 2021	October 2022	November 2022	
Construction	October 2021	January 2022	December 2022	February 2023	
Project Completion	January 2022	February 2022	February 2023	February 2023	
Total Project Duration (Months)	55		(57	

3. 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.

CFP#F5301 AMENDMENT NO. 3 Funding Agreement No. 920000000F5301

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Stephanie N. Wiggins Chief Executive Officer

Date: 5

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By: Deputy

Date: 3/11/2023

CITY OF REDONDO BEACH

William C. Brand City Mayor

APPROVED AS TO FORM:

By: ______Bocusigned by: Michael W. Webb

Michael Webb City Attorney

APPROVED AS TO FORM: DocuSigned by: Clustor Mangano

By: Eleanor Manzano City Clerk

5/8/2023 | 9:18 AM PDT Date:

5/2/2023 | 10:09 AM PDT Date:

Rev: 11.3.2022

FA Local Amendment Lapsing Date Extension

AMENDMENT No. 2 TO FUNDING AGREEMENT BETWEEN CITY OF REDONDO BEACH AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to Funding Agreement (this "Amendment"), is dated as of October 1, 2021, by and between City of Redondo Beach("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 92000000F5301, dated December 30, 2016, which was amended on August 15, 2019 (as amended, the "Existing FA"), which Existing FA provides for the Grant Avenue Signal Improvements (the "Project"); and

B. Whereas, LACMTA Board on July 22, 2021, desires to extend the lapsing date of the Project to February 28, 2022; and

C. 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 II, Paragraph 8.1 (iv) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"8.1 (iv) funds programmed for FY 2016-17 are subject to lapse on February 28, 2022."

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

FA Milestones	Amendment #1 Schedule in Scope of Work		Revised Project Schedule		
	Start Date	End Date	Start Date	End Date	
Operational Plan	June 2019	June 2019	July 2017	September 2017	
Environmental Documentation	July 2019	July 2019	October 2017	December 2017	
Design Engineering	July 2019	February 2020	July 2019	August 2019	
Plans, Specifications, an Estimates	March 2020	April 2020	August 2019	February 2021	
Advertise for Construction	May 2020	July 2020	September 2021	October 2021	
Construction	August 2020	December 2020	October 2021	January 2022	
Project Completion	January 2021	February 2021	January 2022	February 2022	
Total Project Duration (Months)	20			55	

3. 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.

FTIP# LAF5301 PPNO N/A CFP# F5301 AMENDMENT NO. 2 Funding Agreement No. 920000000F5301

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

N. Wiggins hief Executive Officer

Date: 2182022

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA County Counsel

By: _ Deputy

CITY OF REDONDO BEACH

Bv:

William C. Brand Mayor

APPROVED AS TO FORM:

. hell By:

Michael W. Webb City Attorney

ATTEST:

ELEANOR MA FRK

Rev: 08.01.2021

Date: 12/12/2021

2-3-2022 Date:

Date: 2/2/2022

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

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of August 15, 2019, by and between City of Redondo Beach ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 92000000F5301, dated December 30, 2016, (the "Existing FA"), which Existing FA provides for the Grant Avenue Signal Improvements (the "Project"); and

B. Whereas, LACMTA Board on July 25, 2019, desires to extend the lapsing date of the Project to February 28, 2021; and

C. 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 II, Paragraph 8.1 (iv), 8.2, 8.3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

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

- 8.1 GRANTEE must demonstrate timely use of the Funds by:
 - (iv) Funds programmed for FY 2016-17 are subject to lapse on February 28, 2021.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. Even though Grantee is within its last 20-month lapse date extension, if the Project still does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, 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.

8.3 Intentionally omitted

2. Part II, Paragraph 11 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

"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 online at <u>http://metro.net/partners-civic</u>. 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."

3. Attachment B – Scope of Work, attached to the Existing FA is hereby amended by deleting the Project Schedule 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	
Operational Plan	July 2017	September 2017	June 2019	June 2019	
Environmental Documentation	October 2017	December 2017	July 2019	July 2019	
Design Engineering	January 2018 March 2018		July 2019	February 2020	
Plans, Specifications, and Estimates	April 2018	June 2018	March 2020	April 2020	
Advertise for Construction	July 2018	September 2018	May 2020	July 2020	
Construction	October 2018	March 2019	August 2020	December 2020	
Project Completion	April 2019	June 2019	January 2021	February 2021	
Total Project Duration (Months)	23		2	20	



FTIP#: LAF5301 PPNO: N/A

4. 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.



FTIP#: LAF5301 PPNO: N/A CFP# F5301 AMENDMENT NO. 1 Funding Agreement No. 920000000F5301

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

B١ hillip A. Washington Chief Executive Officer

Date: _ 2 12/2020

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

Bv

Date: 10/11/19

CITY OF REDONDO BEACH

By:

Date: 2130000

William C. Brand City Mayor

ATTEST:

ELEANOR MANZANO,

APPROVED AS TO FORM:

v. Ull By:

Michael Webb City Attorney

1/29/20 Date:

CALL FOR PROJECTS PROPOSITION C FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into effective as of December 30, 2016 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Redondo Beach ("GRANTEE") for Grant Avenue Signal Improvements - LACMTA Call for Projects ID# F5301 and FTIP# LAF5301 (the "Project").

WHEREAS, as part of the 2011 Call for Projects, the LACMTA Board of Directors, at its meeting on September 22, 2011, authorized a grant to GRANTEE, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

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

- 1. Part I Specific Terms of the Agreement
- 2. Part II General Terms of the Agreement
- 3. Attachment A Project Funding
- 4. Attachment B Scope of Work
- 5. <u>Attachment C</u> Reporting and Expenditure Guidelines
- 6. Attachment C-1 Quarterly Progress/Expenditure Report
- 7. Attachment D Federal Transportation Improvement Program (FTIP) Sheet
- 8. Attachment E-1 ITS Architecture Consistency Self-Certification Form
- 9. <u>Attachment E-2</u> Signal Synchronization and Bus Speed Improvement Program 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.

Funding Agreement

Prop C Funds

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:

Phillip A. Washington Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

uno By: Deputy

Date: _______

GRANTEE:

CITY OF REDONDO BEACH

By:

William C. Brand City Mayor

Date: 523 17

Date: _

APPROVED AS TO FORM:

By: _

Michael Webb City Attorney

ATTEST:

ELEANOR MANZANO, CITY

Rev: 11.22.2016

Funding Agreement Prop C Funds 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: ____

Phillip A. Washington Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

Deputy

_____ Date: <u>4/11/17</u>

Date: _____

GRANTEE:

CITY OF REDONDO BEACH

 $C \circ \mathcal{O}$ By:

William C. Brand City Mayor Date: 5/23/17

Date: _____

APPROVED AS TO FORM:

By: .

Michael Webb-City Attorney

ATTEST:



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: _____

Phillip A. Washington Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

Deputy

Date: 4/11/17

GRANTEE:

CITY OF REDONDO BEACH

A.C. P By:

William C. Brand City Mayor

Date: 5/23/17

Date: _____

City Mayor

APPROVED AS TO FORM:

Bv:

Michael Webb City Attorney

ATTEST:

MANZANO

Rev: 11.22.2016

Funding Agreement Prop C Funds

PART I

SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): Grant Avenue Signal Improvements. LACMTA Call for Projects ID# F5301, FTIP # LAF5301.

2. To the extent the Funds are available, LACMTA shall make to GRANTEE a one-time grant of the Proposition C 25% funds in the amount of \$1,221,586 (the "Funds") for the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 22, 2011, granted the Funds to GRANTEE for the Project. The Funds are programmed over one year, Fiscal Years (FY) 2016-17.

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 <u>Attachment B</u>. 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 (<u>Attachment C</u>). The form of the Quarterly Progress/Expenditure Report is attached as <u>Attachment C-1</u>. 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 6. 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.

Rev: 11.22.2016

Funding Agreement Prop C Funds



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

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

9. An executed "Project Readiness Certification" is attached as <u>Attachment F</u>, which is evidence that GRANTEE can appropriately fund and staff the Project so that the Project can be completed in a timely manner.

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

11. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012 Attention: Shrota Sharma; Mail Stop 99-22-9 Email: <u>SharmaS@metro.net</u>

GRANTEE's Address: City of Redondo Beach 415 Diamond Street, Door E Redondo Beach, CA 90277 Jin Kim Email: Jin.Kim@metro.net

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



PART II GENERAL TERMS OF THE AGREEMENT

1. <u>TERM:</u>

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 (<u>Attachment C</u>) 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. <u>INVOICE BY GRANTEE:</u> 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: <u>ACCOUNTSPAYABLE@METRO.NET (preferable)</u> or <u>mail to:</u> Los Angeles County Metropolitan Transportation Authority Accounts Payable P. O. Box 512296 Los Angeles, CA 90051-0296 <u>All invoice material must contain the following information:</u> Re: LACMTA Project ID# F5301 and FA# 92000000F5301 LACMTA Project Manager: Shrota Sharma; Mail Stop 99-22-9

3. USE OF FUNDS:

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

Rev: 11.22.2016



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 (<u>Attachment B</u>).

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

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

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

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

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

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



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

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

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

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

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

4. **DISBURSEMENT OF FUNDS:**

4.1 GRANTEE shall submit the Quarterly Progress/Expenditure Report (<u>Attachment C-1</u>) 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 <u>Attachment B</u> - 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 <u>Attachment B</u>, as determined by LACMTA.

5. <u>AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:</u>

*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

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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 (<u>Attachment C</u>) 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. <u>ONE TIME GRANT</u>: 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 (<u>Attachment A</u>), towards the cost of the Project. If the Funds identified in <u>Attachment A</u> are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

Project.

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

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.

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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. <u>TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:</u>

- 8.1 GRANTEE must demonstrate timely use of the Funds by:
 - 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, 2019 (lapse date), within 36 months from July 1 of the FY 2016-17, 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

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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 (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. <u>DEFAULT</u>: 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. **<u>REMEDIES</u>**:

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



10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. COMMUNICATIONS:

*11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

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

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

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

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

12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions

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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.

Funding Agreement Prop C Funds



12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

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

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



ATTACHMENT A - PROJECT FUNDING

PROJECT TITLE: Grant Avenue Signal Improvements GRANTEE/ PROJECT SPONSOR: City of Redondo Beach

(\$ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

			the second s		the second s		-		
PROGRAMMED FUNDS	PRIOR YEARS	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19		TOTAL UDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING: SELECT:									
Proposition C 5%									
Proposition C 10%	-								
Proposition C 25%				\$ 1,221,586			\$	1,221,586	79.6%
Proposition C 40%									
	LACMTA SUBT	TOTAL					\$	1,221,586	79.6%
GRANTEE/SPONSOR MATCH:									
Grantee Funding Commitment (specify type) (Write specific type of funding match)									
SELECT:							_		
City General Fund							_		
Prop A or C Local Return									
STPL									
Other: Measure R Local Return				\$ 313,070			\$	313,070	20.4%
	GRANTEE / PRO	OJECT SPONS	OR MATCH S	UBTOTAL			\$	313,070	20.4%
TOTAL PROGRAMMED FUNDING	\$ -	\$ -	\$-	\$ 1,534,656	\$-	\$-	\$	1,534,656	100.0%

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FA Prop C Attachment A Project Funds



ATTACHMENT B

SCOPE OF WORK

PROJECT BACKGROUND

The Project will provide increased multi-modal mobility along Grant Avenue through signal improvements including synchronization, vehicle and bicycle detection, and integration into the planned Redondo Beach Traffic Management Center (TMC). The signal improvements along the Grant Avenue would significantly decrease average vehicle delay. Additionally, the signal upgrades would facilitate bike travel and improve safety by adding bicycle detection at all six locations.

PROJECT DESCRIPTION

The Project will improve six (6) signals along Grant Avenue between Inglewood Avenue and Aviation Boulevard. The signal improvements include (1) the replacement of signal hardware, cabinets, and service meters to support the addition of video detection with bicycle detection at all locations; (2) adding wireless capabilities for TMC integration; and (3) adaptive signal coordination.

The following intersections will be improved as part of this project:

- 1. Grant Avenue/Flager Lane
- 2. Grant Avenue/Green Lane
- 3. Grant Avenue/Rindge Lane
- 4. Grant Avenue/Mackay Lane
- 5. Grant Avenue/Slauson Lane
- 6. Grant Avenue/Felton Lane

Project Sponsor is required, upon completion of the project, to demonstrate congestion reduction and transit travel time reduction benefits. In addition, project sponsor will required to credit to Metro, as cost savings in proportion to the Metro share of the total cost of this grant, any element of work scope for this project that can utilize previously-installed signal infrastructure (interconnect, signal equipment, etc.).



PROJECT SCHEDULE

MILESTONES	START DATE	END DATE	
Operational Plan	July 2017	September 2017	
Environmental Documentation	October 2017	December 2017	
Design Engineering	January 2018	March 2018	
Plans, Specifications, and Estimates	April 2018	June 2018	
Advertise for Construction	July 2018	September 2018	
Construction	October 2018	March 2019	
Project Completion	April 2019	June 2019	

PROJECT COST

ITEMS	
Design Engineering	\$100,000
Construction	\$1,199,656
Construction Engineering	\$180,000
Project Administration	\$55,000
TOTAL PROJECT COST	\$1,534,656

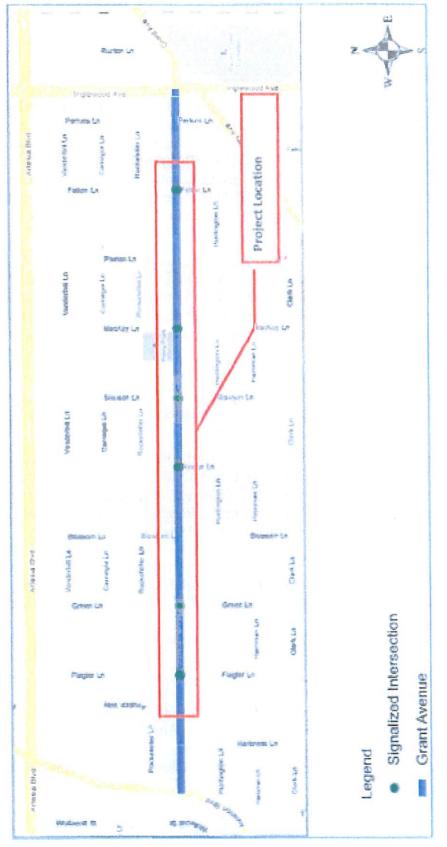
*Funds are requested for design and construction costs.

PROJECT COST SHARE

ITEMS	COST		
Metro	\$1,221,586		
City of Redondo Beach	\$313,070		
TOTAL PROJECT COST	\$1,534,656		



PROJECT LOCATION







FA ATTACHMENT C REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (<u>Attachment C-1</u>) 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 <u>ACCOUNTSPAYABLE@METRO.NET</u> 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 <u>not</u> 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:

Quarter	Report Due Date
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.



FA Local Attachment C Admin Guidelines

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 LACMTAfunded 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 <u>written authorization</u> 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.

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FA Local Attachment C Admin Guidelines

LACMTA FA ATTACHMENT C-1 QUARTERLY PROGRESS / EXPENSE REPORT

	Grantee To Complete	
Invoice #	R. 171	. 1.5.1
Invoice Date		
FA#	92000000F	
Quarterly R	eport #	

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 <u>November 30</u>, <u>February 28</u>, <u>May 31</u> and <u>August 31</u>. Please note that letters or other forms of documentation may <u>not</u> 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				

SE(TION 2: GENERAL II		
		NFORMATION	
PRO	DJECT TITLE:		
FA	#:	1	
QU	ARTERLY REPORT S	UBMITTED FOR:	:
	Fiscal Year :	2014-2015	2015-2016 2016-2017
		2017-2018	2018-2019 2019-2020
	Quarter :	Q1: Jul - Sep	Q2: Oct - Dec
		Q3: Jan - Mar	Q4: Apr - Jun
DA	TE SUBMITTED:) 	
1 40	CMTA MODAL CATEO	CORV.	
			Pedestrian Signal Synchronization
			Bicycle Goods Movement
		Transit	
		Name:	
	LACMTA Project Manager	Phone Number:	
		E-mail:	
		Contact Name:	
		Job Title:	
	Project Sponsor Contact / Project	Department:	
		City / Agency:	
	Manager	Mailing Address:	s:
		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		edule in Scope of ork	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			10.		
Construction		N ²			
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

Between 12-24 months behind original schedule

Less than 12 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



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		2			
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

Attachment D Federal Transportation Improvement Program (FTIP) Sheet

Los Angeles Metropolitan Transportation Authority

2017 Federal Transportation Improvement Program (\$000)

TIP ID LAF5301	Impleme	nting Age	ency Re	dondo B	Beach, City o	st .				
Project Description: Grant Avenue Signal Improvements. This p Grant Av between Inglewood Av and Aviation BI. The project w synchronization, bike detection, signal replacement, video dete integration into the Redondo Beach Traffic Management Cente	vill upgrade si ction, adaptiv	ix existing tra	affic signals	. The proj	ect involves	on	Study:N PM: Jin Email: j LS: N	RTP Project I/A Is Mode Kim (Gene in kim@redo LS GROU nity Categor	el: YES Mod) - (310) 318 ondo.org P#:	
System :Local Hwy Route : Postmile:	Distance:	Phase:	No Project	Activity				Comple	tion Date 06	/30/2020
Lane # Extd: N/ALane # Prop: N/Amprv Desc: signal synch				A	ir Basin: SCAB	Envir D	oc: DRAFT C	ATEGORIC	ALLY EXEN	IPT - 01/31/2016
Toll Rate: Toll Colc Loc: Toll Method:	Hov ac	s eg loc:		E	Jza: Los Angeles Beach-Santa Ana CTIPS ID:		Sub-Area: EA #:	Sub-R	egion: PPNO:	
Program Code: ITS02 - SIGNAL SYNCHRONIZATION Stop Lo	00				TIFS ID.		LA #.		FFNO.	
	PHASE	PRIOR	16/17	17/18	18/19	19/20	20/21	21/22	BEYOND	PROG TOTAL
CITY - City Funds	PE				\$12					\$12
	RW									
	CON				\$301					\$301
	SUBTOTA	L		A PANAL	\$313		1.000			\$313
PC25 - Los Angeles County Proposition "C25"	PE				\$48					\$48
	RW									
	CON				\$1,174					\$1,174
	SUBTOTA	L			\$1,222					\$1,222
	TOTAL		The second		\$1,535					\$1,535
General Comment: 1 Updated for 2017 FTIP Adoption 2. Project Manag Mdeling Comment: No significant changes made TCM Comment: No significant changes made Narrative: Project cost stays the same Changed Project Completion Date: from "6/30/2019" to "6/30/2020"	TOTAL PE			TOTAL R	w: su		TOTAL CON:	\$1.475		
Revise Funds Between Fiscal Years CITY. — Delete funds in 16/17 in ENG for \$12, CON for \$301 > Add funds in 18/19 in ENG for \$12, CON for \$301 PC25. — Delete funds in 16/17 in ENG for \$48, CON for \$1,174 > Add funds in 18/19 in ENG for \$48, CON for \$1,174										
Total project cost remains the same at \$1,535		COMPANY OF THE OWNER								
Last Revised Adoption 17-00 - SCAG PENDING			Chang	e reason:	Carry Over, So	CHEDU	LE DELAY	Tot	al Cost	\$1,535



Metro

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

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

- 1. Name of Sponsoring Agency: City of Redondo Beach
- 2. Contact Name: William C. Brand
- 3. Contact Phone: 310.318.2260
- 4. Contact Email: Bill.brand@redondo.org
- 5. Project Description:

The Grant Avenue Signal Improvements Project will improve six (6) signals along Grant Avenue between Inglewood Avenue and Aviation Boulevard. The signal improvements Include 1) the replacement of signal hardware, cabinets, and service meters to support the addition of video detection with bicycle detection at all locations; 2) adding wireless capabilities for TMC integration; and 3) adaptive signal coordination. The following intersections will be improved as part of this project:

- 1) Grant Avenue/Flager Lane
- 2) Grant Avenue/Green Lane
- 3) Grant Avenue/Rindge Lane
- 4) Grant Avenue/Mackay Lane
- 5) Grant Avenue/Slauson Lane
- 6) Grant Avenue/Felton Lane
- 6. Identify the ITS elements being implemented and the relevant National Architecture User Service(s), see Attachment A. See last page of this document.
 - 1.6 Traffic Control and;
 - 1.8 Travel Demand Management
- 7. Outline of the concept of operations for the project.

In order to carry out the signal improvements, the comprehensive replacement of existing signal equipment is required. This includes poles, mast arms, cabinets, vehicle heads, and wiring. The existing traffic signal hardware along Grant Avenue was installed is now outdated and as such is not designed to accommodate the improvements. Additionally, the current mast arm placement was intended to accommodate two lanes of travel in each direction and was prior to the roadway diet implementation along Grant Avenue. At this time, the mast arm vehicle head are incorrectly placed within the bike lane, not the travel lane as per Caltrans standards. Further, due to the insufficient mast arms, visibility of the signals are limited by the trees which line Grant Avenue. The intersection collision potential could be reduced for all modes if the signal heads were more visible, while the vehicle head replacements would facilitate the flow of traffic through better visibility of the signal phases.



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

The existing signal poles at the project intersections are Marblelite, and cannot structurally hold a longer mast arm due to the age of the poles. Also, due to the short length of the mast arms, camera placement would not be optimal to adequately detect both bicycles and vehicles. The conduit at each intersection is either 1-1/2" or 2", is full, and cannot accommodate the additional conductors necessary to install video detection cameras. Each intersection will also need to be re-wired to accommodate video detection and the wireless modems, and the existing cabinets and panels, which are not capable of housing a modem controller, would be updated.

 Identify participating agencies roles and responsibilities. The City of Redondo Beach is the sole participating agency for the Project.

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

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

Signature: Agency Representative

12/2/16

Date





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

ATTACHMENT A

Elements of National ITS Architecture User Services (Version 6.1)

1. Travel and Traffic Management

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

2. Public Transportation Management

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

3. Electronic Payment

3.1 Electronic Payment Services

4. Commercial Vehicle Operations

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

5. Emergency Management

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

6. Advanced Vehicle Safety Systems

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

7. Information Management 7.1 Archived Data

8. Maintenance and Construction Management 8.1 Maintenance and Construction Operations



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

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

- **TIER 1 Conventional Traffic Engineering** such as coordinated traffic signal timing and functional intersection improvements
- **TIER 2** Transit Preferential Treatment and Priority Systems such as traffic signal priority and bottleneck intersection improvements
- TIER 3 Computerized Traffic Control and Monitoring Systems such as central traffic control, adaptive traffic control, advanced transportation management, enhanced detection, and arterial performance measurement systems
- TIER 4Intelligent Transportation Systems (ITS) such as multi-agency system
integration, advanced traveler information systems, changeable message signs,
and CCTV distribution networks
- 1. Grantee is required to attend the LACMTA Arterial ITS Committee Meetings quarterly. Grantee shall provide the opportunity to LACMTA staff, other affected agencies and/or the Arterial ITS Committee, to review, comment and participate on all aspects of the Project implementation to achieve multi-jurisdictional consensus, including, but not limited to, scope of work, consultant selection, PS&E, system design, bid documents and Project deliverables.
- 2. Grantee shall conform the Project scope of work and engineering design to the LACMTA's Signal Synchronization and Bus Speed Improvement Program Guidelines.
- 3. Grantee shall cooperate with the regional Traffic Forum, a collection of agencies that make up a specific sub-region, and shall not advertise the Project for bid to begin construction before all affected agencies and/or regional Traffic Forum members have fully executed an agreement regarding the maintenance and operation of traffic signal synchronization system(s) along multi-jurisdictional corridor(s). Grantee shall deliver a copy of the fully executed agreement to LACMTA within seven (7) days from the date of full execution.
- 4. Grantee shall commit and/or secure non-LACMTA funds to maintain and operate the Project improvements. Grantee's failure to provide proper maintenance and operation of the Project improvements may jeopardize future LACMTA funding. Additionally, Grantee's Project shall not make major equipment or timing-plan changes on other Metro Call for Projects funded projects, including but not limited the regional Traffic Forum projects, within the first two years of Grantee's Project implementation/system operation without LACMTA or lead agency prior written approval. The obligations set forth in this section shall survive the expiration or termination of this Agreement.



- 5. For all Tier 3 and Tier 4 project developments, Grantee shall design for system compatibility with the arterial traffic control open system architecture. Grantee shall coordinate the system design through LACMTA staff to allow communication with the Information Exchange Network (IEN).
- 6. Grantee shall make available all data from the Project, including, without limitation, improvements and inventory data, to LACMTA upon request.

Grantee shall:

- a. provide real-time traffic data from the Project, if available, to the County (IEN)
- b. allow for archiving through the Regional Integration of ITS (RIITS) Network or any regional ITS software for regional corridor performance evaluation and monitoring purpose
- c. populate ITS FIRST inventory tool with data upon completion of project

The obligations set forth in this section shall survive the expiration or termination of this Agreement.

7. It is understood that the LACMTA/Grantee participation ratio established for this Project will apply to the total Project cost and not to the individual Project elements as defined and estimated in <u>Attachment B.</u>





tel: 310 318-0661

fax: 310 374-4828

Public Works Department Engineering Services Division 415 Diamond Street Redondo Beach, California 90277 www.redondo.org

FA Attachment F PROJECT READINESS CERTIFICATION

As part of the 2011 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE for the Grant Avenue Signal Improvements (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE 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 Engineer for the City of Redondo 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.

Signature

 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	
June 28, 2016	

 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
\$ 1,221,586	\$ 313,070	\$ 1,534,656



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

Staff Name	Job Title	% Project Responsibility
Jin Kim	Associate Civil Engineer	75%
Javier Urista	Assistant Civil Engineer	25%

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

Project Lapse Date: June 30, 2019

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

June 28, 2016

(Submit Governing Authority Clerk stamped agenda/minutes)





Administrative Report

Council Action Date: June 28, 2016

To: MAYOR AND CITY COUNCIL

From: JOE HOEFGEN, CITY MANAGER

Subject: CONTINUED PUBLIC HEARING TO CONSIDER FISCAL YEAR 2016-2017 CITY MANAGER'S PROPOSED BUDGET, FISCAL YEAR 2016-2021 CITY MANAGER'S PROPOSED FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND BUDGET RESPONSE REPORTS

RECOMMENDATION

- a. Reconvene the Public Hearing and take testimony; and
- b. Close the Public Hearing; and
- c. Adopt by title only Resolution No. CC-1606-064, a resolution of the City Council of the City of Redondo Beach, California, adopting an annual budget for Fiscal Year 2016-2017 with
 - Recommended Decision Packages Numbers 1 through 45 and 47 through 48; and
 - 2. Other City Council budget modifications and Budget Response Report recommendations as appropriate.

EXECUTIVE SUMMARY

In accordance with the City Charter, on May 16, 2016, the Mayor and City Council received the Proposed Budget for FY 2016-17, the Proposed Five Year Capital Improvement Program (CIP) for FY 2016-21, and 31 Budget Response Reports for FY 2016-17. June 7th and June 21st were the dates for the Public Hearings on these documents and Budget Response Reports 32 – 43 and 44 – 52, respectively.

The City Charter requires that the annual budget be adopted by June 30, 2016. A resolution for City Council adoption of the FY 2016-17 Operating and Capital Improvement Program is attached for City Council consideration.

BACKGROUND

At the City Council Meeting of January 5, 2016, the City Council approved the 2016 Budget Calendar setting specific dates for the preparation and administration of the



Resolution Approving FY 2016-17 Budgets Page 2

City's Operating and Capital Budgets. A copy of the Budget Calendar is attached to this report.

Tonight's meeting is a follow up to (1) the May 17, 2016 presentation on the Proposed Budgets and (2) the June 7, 2016 and June 21, 2016 Public Hearings related to the Proposed Budgets. A copy of the Administrative Report from the June 7, 2016 City Council meeting is included for additional background information. Copies of the Proposed Budget documents are available online at <u>www.redondo.org</u>, including on the OpenGov financial transparency data portal, with hard copies available at the Main Library, the North Branch Library and at the Police Department.

The Proposed FY 2016-17 Budget is balanced in accordance with the City Council's adopted Financial Principles. If all Decision Packages, excluding Decision Package #46 for the parking meter permit and Riviera Village employee permit fee increases which were not approved at the June 21, 2016 fee Public Hearing, are adopted as modifications to the core budget, the General Fund's unallocated balance (annual revenues over expenditures) would be \$427,647.

On Tuesday night, staff will be available to assist in tabulating budget modifications as the City Council works toward adoption of the FY 2016-17 Operating and Capital Improvement Budgets.

COORDINATION

All City Departments participated in the preparation of the Proposed FY 2016-17 Budget, the FY 2016-21 Proposed Five-Year CIP, and the Budget Response Reports. Direct feedback was received from the Budget and Finance and Public Works Commissions. The Planning Commission has reviewed the Five-Year CIP for General Plan conformity.

FISCAL IMPACT

The Proposed FY 2016-17 Budget including CIP funding totals \$113.5 million. The City Council's adoption of the FY 2016-17 budget will create the financial plan for all City operations.

Submitted by Joe Hoefgen, City Manager

ATTACHMENTS

A) Budget Calendar

B) Copy of Administrative Report from June 7, 2016 City Council Meeting



Administrative Report

Resolution Approving FY 2016-17 Budgets Page 3

C) Resolution – Budget Adoption D) PowerPoint Presentation



CONTRACTOR STREETING TO AN A STREETING TO A STREETING T

A. CALL TO ORDER

A Regular Meeting of the Redondo Beach City Council was called to order by Mayor Aspel at 6:00 p.m. in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

B. ROLL CALL

Councilmembers Present:

Councilmembers Absent: Officials Present:

 Ginsburg, Brand, Horvath, Emdee, Sammarco (arrived at 6:02 p.m.), Mayor Aspel None.
Michael W. Webb, City Attorney Cheryl Park, Assistant City Attorney Joe Hoefgen, City Manager Eleanor Manzano, City Clerk Diane Cleary, Minutes Secretary

C. SALUTE TO THE FLAG AND INVOCATION At the request of Mayor Aspel, the audience and Councilmembers rose to salute the flag followed by a moment of silence.

- D. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS
- D.1 MAYOR'S COMMENDATION TO CAPTAIN TIM DORNBERG FOR HIS 24 YEARS OF SERVICE
- E. APPROVAL OF ORDER OF AGENDA

It was the consensus of the Council to approve the Order of Agenda as presented.

- F. AGENCY RECESS NONE
- G. BLUE FOLDER ITEMS- ADDITIONAL BACK UP MATERIALS

BLUE FOLDER ITEMS

Motion by Councilmember Horvath, seconded by Councilmember Brand, to receive and file additional materials for Agenda Item L1. Motion carried unanimously.

- H. CONSENT CALENDAR
- H.1 APPROVAL OF AFFIDAVIT OF POSTING FOR THE CITY COUNCIL ADJOURNED REGULAR AND REGULAR MEETING OF JUNE 28, 2016.
- H.2 APPROVAL OF MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA.



Mayor Aspel called for public comment. There being no one wishing to comment, Mayor Aspel closed the public comment period.

Motion by Councilmember Brand, seconded by Councilmember Horvath to approve the Consent Calendar items as presented. Motion carried unanimously.

I. EXCLUDED CONSENT CALENDAR ITEMS – NONE

J. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

Mayor Aspel called for public comment.

Martin Holmes, Redondo Beach, Rescue Our Waterfront, stated they had a booth at the Riviera Village Festival, a presence at the Harbor Commission meeting, submitted their initiative today, and requested an extension to the 10-11-day review period for the final EIR to 60 days.

Nils Nehrenheim, Rescue Our Waterfront, stated they have submitted their initiative to the City and should start obtaining signatures over the next few weeks entitled the Redondo Beach King Harbor CARE Act. He said they have become the Harbor Commission of the Community, and stated the initiative is the end result and will preserve the Seaside Lagoon. He said the people of Redondo Beach do not want four buildings on top of Seaside Lagoon along with a private road and paved over. He also supported having a proper boat launch ramp with two or three lanes with appropriate parking. He said the harbor is public property for the City and should be preserved, and opposed the Seaside Lagoon being taken over by a private developer.

Greg Dede, Hollywood Riviera, noted input from citizens and the King Harbor Yacht Club at the Harbor Commission meeting regarding the location of the boat launch ramp which was ignored by staff. He did not support the boat launch in Mole B on a channel that's the busiest in the harbor, noting the initial draft EIR called for Mole C to be used. He also expressed concern with the south pier garage being ignored and falling into disrepair and ignoring the Walker restoration report.

Motion by Councilmember Ginsburg, seconded by Councilmember Sammarco, to receive and file an article from the AAA July/August issue on Roads to Ruin submitted by Mr. Dede. Motion carried unanimously.

Erica Snow Robinson supported the Waterfront project but not ROW being the Harbor Commission.

There being no one else wishing to comment, Mayor Aspel closed the public comment period.

K. EX PARTE COMMUNICATIONS

Councilmember Ginsburg disclosed emails, text messages and discussions with staff on Item L1.

Councilmember Brand disclosed discussions with staff, telephone calls, emails and conversations with residents for Item L1.

Councilmember Horvath disclosed discussions with residents and staff for Item L1.

Councilmember Sammarco disclosed discussions with residents and staff for Item L1.

Councilmember Emdee disclosed discussions with residents and staff for Item L1.

Mayor Aspel disclosed discussions since last week with the Little League, AYSO and citizens regarding the garden Item L1.

L. PUBLIC HEARINGS

L.1 CONTINUED PUBLIC HEARING FROM JUNE 21, 2016 CITY COUNCIL MEETING TO CONSIDER FISCAL YEAR 2016-2017 CITY MANAGER'S PROPOSED BUDGET, FISCAL YEAR 2016-2021 CITY MANAGER'S PROPOSED FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM, AND BUDGET RESPONSE REPORTS

ADOPT BY TITLE ONLY RESOLUTION NO. CC- 1606-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, ADOPTING AN ANNUAL BUDGET FOR FISCAL YEAR 2016-2017

RECOMMENDATION:

- a. Reconvene the Public Hearing and take testimony; and
- b. Close the Public Hearing; and
- c. Adopt by title only Resolution No. CC-1606-064 with:
 - Recommended Decision Packages Numbers 1 through 45 and 47 through 48; and
 - 2. Other City Council budget modifications and Budget Response Report recommendations as appropriate.

CONTACT:

JOE HOEFGEN, CITY MANAGER

Motion by Councilmember Horvath, seconded by Councilmember Brand, to reconvene the Public Hearing at 6:19 p.m. and to receive and file all documents. Motion carried unanimously.

City Manager Joe Hoefgen gave a report and discussed the following:

- Review/Adoption of Proposed Budget June 28, 2016
 - Fourth opportunity for City Council review of the Proposed Budgets prior to adoption
 - Proposed budget includes 47 remaining Decision Packages
 - Packet included 52 Budget Response Reports
 - Budget action tonight following Public Hearings on fees which occurred on June 21, 2016
- A Proposed Balanced Budget FY 2016-17
 - \$84 Million Core General Fund Budget
 - o \$47 Million CIP Budget
 - \$6.9 Million General Fund Reserve
 - 436 Full Time Employees
 - 47 remaining Decision Packages
 - \$428 excess fund balance if Decision Packages 1-45 and 47-48 approved
- Excess General Fund Balance
 - o \$428K if Decision Packages #1-45 and 47-48 approved
 - Other reserves

Capital Projects Manager Brad Lindahl gave a report and discussed the following:

- Budget CIP Highlights
 - Beryl Street Improvements
 - Marine Avenue Resurfacing
 - o Residential Resurfacing
 - o Ensenada Parkette
 - Esplanade Resurfacing



- o Anderson Park Improvements
- PCH Torrance Right Turn Lane
- Riviera Village Work
- o RB Transit Center

City Manager Hoefgen reviewed the following:

- Decision Packages 1-45 and 47-48
- BRR 1 Approve budget corrections
- BRR 48 Provide direction Demonstration Garden
- BRR 39 Review Commission Meeting Schedule
- BRR 49 Approve No. Redondo Bikeway Irrigation Scope
- BRR 45 Provide direction Transient Occupancy Tax
- BRR 46 Provide direction Street Landscaping and Lighting
- BRR 51 Investigate Credit Card Fee Recovery Parking
- Additional potential allocation from PERS Reserve
- Subsidy for King Harbor Holiday Boat Parade up to \$2,000 a year
- Recommendation

Mayor Aspel believed the majority of Commissions should go back to monthly, noting citizens are volunteering. He also supported looking into the TOT which provides increased funding. He did not believe it is worth going through a ballot measure for the citizens on the tax on lighting and landscaping due to many owners being out of town. He also recommended the extra \$1,000 for the Boat Parade, and pointed out that the right turn at CVS is still being negotiated with Caltrans.

Councilmember Brand thanked staff for their work and the Budget Response Reports. He noted an increase of almost \$400K in revenue but \$2.1 million in one-time expenditures.

In response to Councilmember Brand, City Attorney Webb referred to the one-time expenditure of \$175K for an assistant prosecutor and explained that Council at midyear authorized a one-time extension for a quality of life team. He said this program stared mid-March which has been very successful in terms of addressing a number of longstanding issues. He did not believe revenue will be seen but as the economy turns around, Council will be in a better position to evaluate if this could be a permanent position.

In response to Councilmember Brand, Chief of Police Kauffman referred to the Over Hire Program and stated the focus for the upcoming fiscal year is to look at the non-sworn positions in the Police Department which have been understaffed and have caused significant issues, such as the operation of the City Jail, Records Bureau and Communication Bureau. He also explained that some of the positions are very technical and take a lot of training and Over Hire allows hiring and training now to allow time to deal with personnel issues and bringing up staffing.

In response to Councilmember Brand, IT Director Chris Benson stated the \$544K expenditure is part of the 16/17 Equipment Replacement Program which includes a large phone system upgrade. He stated capital expenditures are shifting to services and subscriptions migrating to a cloud, which does not necessarily save money but it's the nature of technology and the way things are going into the future. He also said the IT Departments won't need to be as large, reducing infrastructures, moving expertise off to somebody else.

Councilmember Brand stated he spoke to the business owners in the Riviera Vi lage who are not in favor of extending the enforcement hours.

In response to Councilmember Brand, City Attorney Webb stated the extension of enforcement hours can be undone but the vote would have to be changed by Council and the baseline budget would have to be adjusted.



Councilmember Brand supported the free parking in the evenings and enforcing evening parking will hurt businesses.

In response to Councilmember Brand, City Manager Hoefgen stated the ending balance of \$415K would remain unappropriated if Council doesn't take action and would go into an excess fund balance available for other purposes.

Councilmember Brand suggested Council reconsider the hours of enforcement to stop at 6 p.m. and pull it out of the ending fund balance of \$415K.

In response to Councilmember Brand, City Clerk Manzano explained the serv ce regarding the filing of the 460 and 700 which is in the Election Section. She also said she will be bringing back an ordinance for efiling of the March election.

In response to Councilmember Brand, City Clerk Manzano stated there was both a resolution and ordinance for the hours of enforcement for parking fees to come back for adoption on July 5.

In response to Councilmember Brand, Chief of Police Kauffman explained the ICI which is a communication network that will put Redondo Beach on the same frequencies as everybody else and the goal is to link everybody together. He said when migrating to this system, the Redondo Beach Dispatch Center will become another one of the hubs that is on the same dispatch system. He said this should be completed within the next two years. He also explained there is \$2.8 million in the Communication Fund.

Councilmember Sammarco left the dais at 6:53 p.m. and returned at 6:57 p.m.

Mayor Aspel called for public comment.

Brad Sweatt, President of Fire Fighters Association and representing labor groups, noted concerns with budgetary prioritization and the City not putting enough emphasis on some of today's issues. He encouraged planning ahead and to emphasize taking care of the City employees, noting they are leaving and seeking out better opportunities. He also said it is difficult to replace experienced employees and encouraged looking at today's issues and employees of today.

Adam Almeida, Redondo Beach, VP Redondo Sunset, noted concerns about budgets and where to spend money, and said they spend a lot of time and effort doing fundraisers and not relying on the City for their projects. He said they also take care of maintenance issues but said they need help from the City, noting the lights need to be replaced.

Krista Hayes, AYSO Region 24, Treasurer, said they have spent hundreds of thousands of dollars doing ongoing maintenance of fields, which are used by the community at large. She reviewed their fundraisers and spending, and stated they are all volunteers. She said the lights need to be replaced and asked City Council for help.

Bob Hayes, Co-Chairman, Alta Vista Joint Athletic Field Committee, reviewed the needs of the fields and stated replacing grass with Bermuda which will create cost and water savings for the City.

Todd Burler, Redondo Beach, thanked Council and staff, reviewed his involvement with youth sports and said all are parent volunteers in the organizations and do a lot of work and fundraising. He reviewed their needs to include lights, maintenance, and the need for larger flat areas of grass.

Mike Riley, Regional Commission AYSO 2007 to 2009, thanked Council and asked for help with lights and turf.

Samantha, stated she specializes in drought tolerant landscaping and supported gardening. She proposed a budget of \$58K to spend on a 5,000 square foot vacant lot. She said she lives across the street and would engage in it every day. She said she has approximately 500 people involved who would like to see the garden happen, and noted she has started a petition with hundreds of signatures coming together. She supported the City getting involved and said they would like to be an example for other beach communities and other cities in LA County. She proposed getting completely funded by the City to see this happen and said she is meeting with organizations regarding funding and grants. She referred to grants for preserving open spaces by the LA County and suggested the City allot the funds first, let the County complete the project and then get reimbursed by the County.

Karen Kaiser requested the increase in waivers for the Boat Parade, noting they give a lot of money to charity each year involving the community.

Mark Hanson thanked Council on behalf of the children of the Sea Scouts and King Harbor Yacht Youth Foundation that benefit from the event.

Brian Robinson, 315 S. Maria, stated he lives behind the proposed lot for the community garden, and expressed concern regarding parking for buses, a distribution or food bank for the homeless, the height of the fence, loitering, and the future of the garden. He requested obtaining the 20 feet behind the fence.

Erica Snow Robinson, 315 S. Maria, supported something being done to the lot and a buffer of 20 feet behind them. She also expressed concern with impacts from buses, the sustainability of a community garden, homeless issues, preserving their quality of life in the neighborhood, and noted their sewer lines runs through the property with no cleanout for over 100 feet. She suggested reaching a compromise.

Martin Holmes, Redondo Beach, stated the comprehensive plan for the Waterfront area is extremely important and should be adequately funded. He reminded Counci that the City's financial consultant indicated a bond could be obtained worth approximately \$60 million which would allow enough funding to make some major waterfront infrastructure improvements rather than CenterCal, noting the size of the project could be reduced. He also said that Walker Restoration presented to Council a very serious analysis that suggested that the parking garages in the waterfront are in desperate need of repair. He believed it is up to the City to maintain its own property, and the City should consider some funding for some basic maintenance for safety standards.

Jim Montgomery, Redondo Beach, supported the Community Garden, and asked Council to provide direction to staff to provide some funding and staff time to look into the garden further. He said a garden in his yard really changed their neighborhood which benefits the landscaping, children and residents.

Jacob Rodriguez, Redondo Beach, supported the Community Garden to reclaim spaces for alternative use. He noted that community street life is low with a challenge to work within the community, and he believed a community garden would be helpful to have open area interaction with people which builds a value.

Hector Tologrom, Redondo Sunset and AYSO, noted they have to put in a lot of volunteer work doing repairs and maintenance, and stated they are looking for additional funding to help out for additional fields and lighting.



Serin Sogidavin, Region 34 Board, Redondo Sunset, supported a Community Garden and field maintenance. He said parks bring communities together, and stated he has been part of the volunteer efforts to maintain the fields, and requested some help.

Nils Nehrenheim, Redondo Beach, noted over 81,000 people a year use the Seaside Lagoon between Memorial Day and Labor Day and he did not support paving over it. He also supported a self-sustaining park and noted \$750K was put away for a parkette fund. He also said people are passionate about the parks which are public property and not for private prof.ts.

There being no one else wishing to comment, Mayor Aspel closed the public comment period.

Councilmember Ginsburg stated the BID Board was in support of additional enforcement hours as well as having a limit on how long to park in a parking space. He supported attending a Riviera Village BID meeting to see what they have to say about parking and enforcement. He also believed the Commissions should meet monthly, noting they are a volunteer position. He also supported a Community Garden but suggested going through a public outreach first along with staff involvement as well. He also supported the \$1,000 additional fee waiver for the Boat Parade and also improvement to the fields and lights for youth sports.

Motion by Commissioner Ginsburg, seconded by Commissioner Emdee, to close the Public Hearing at 7:47 p.m. Motion carried unanimously.

Motion by Councilmember Brand to accept all Decision Packages; increase the Commission schedules to monthly; approve the North Redondo Bikeway Irrigation Scope; direct staff to come back with a report on increasing the TOT; no lighting and landscaping changes; no credit card recovery fee; increase waivers for the Boat Parade; add a Community Garden to the CIP and set aside an initial \$60K along with a land valuation. Motion failed with no second.

In response to Commissioner Horvath regarding the Ensenada Parkette project and how much will be needed regarding the exploration of the engineering and design, Public Works Director Ted Semaan stated the designs are being finalized and stated there is no differentiation in the cost at this point.

In response to Commissioner Horvath regarding any funds in the CIP not part of the county grant funds of \$300K that may be left over for the Ensenada Parkette project, City Manager Hoefgen explained it would be the decision of Council to repurpose any leftover funds.

Councilmember Sammarco left the dais at 7:55 p.m. and returned at 7:57 p.m.

Mayor Aspel requested money be allocated into an account for the Julia Field upgrade and lights in Dominguez Park.

Community Services Director John La Rock reviewed the history of the lights and large field on Dominguez, and stated Julia is currently using temporary lights. He said the backstop costs were presented in May and Council direction was to not allocate any funding for the correction of any of the amenities.

Capital Projects Manager Brad Lindahl informed there is a potential \$100K of unrestricted capital improvement funding for landscaping Herondo Right-of-Way and Grant/Inglewood Avenue.

Substitute Motion by Councilmember Horvath, seconded by Councilmember Endee to: Adopt by title only Resolution No. CC-1606-064

- Approve all items in the 2016-2021 CIP
- Approve Decision Packages 1-45 and 47-48
- BRR 1 Approve Budget Corrections



- BRR 39 Recommend to leave Commission schedule as is and to revisil discussion on Commissions as part of the next Strategic Planning Session
- BRR 45 Recommend to revisit goals/discussion as part of the next Strategic Planning Session
- BRR 46 Recommend to revisit goals/discussion as part of next Strategic Planning Session
- BRR 48 Recommend a referral to staff for further exploration/discussion of a cost neutral, self-sustaining Private Public Partnership Demonstration Garden or Community Garden through a vetting process by staff, commissions and community to determine best and appropriate use and potential zoning modifications of vacant parcel including discussions with adjacent neighbor interested in securing a portion of the site
- BRR 49 Approve and direct staff to revise the project description of the North Redondo Beach Bikeway Irrigation Improvements Project, Job No. 30640
- Transfer \$700k from the PERS fund to the General Fund for any potential additional wage and benefit increases
- That the remaining funds of \$427,647 after all Decision Packages are adopted will be allocated and set aside for employee wage and benefit increases
- Waive fees for the King Harbor Yacht Club Boat Parade up to \$2,000
- Re-appropriate \$100K towards special park needs from Inactive CIP Project #30650

Amended Motion by Councilmember Brand to set aside \$60K for a Community Garden and direct staff to do a land valuation, sewer line and property line assessment. Councilmember Horvath did not accept the amendment.

Substitute Motion carried with the following Roll Call Vote:

AYES:	Ginsburg, Horvath, Sammarco, Emdee
NOES:	Brand
ABSENT:	None

M. ITEMS CONTINUED FROM PREVIOUS AGENDAS - NONE

N. ITEMS FOR DISCUSSION PRIOR TO ACTION

O. CITY MANAGER ITEMS

City Manager Hoefgen presented the following items:

- Status of Park
- 5th Annual Fireworks Program and Event at Seaside Lagoon on July 4th
- Thanked staff for work on the budget

P. MAYOR AND COUNCIL ITEMS

Q. MAYOR AND COUNCIL REFERRALS TO STAFF

Councilmember Emdee supported \$250K for reallocation, wished everyone a nice 4th of July, and invited everyone to come down to the beach, noting fireworks are illegal in Redondo Beach.

Councilmember Horvath announced his Community Meeting on Saturday, July 16, 2016 at the Beach Cities Health District with his guest being Joe Galliani with South Bay Energy and Power. He also requested that staff come back on August 2 regarding having a presentation on the results of the feasibility report.

Councilmember Brand wished everyone a happy July 4th but suggested using caution, requested staff come back with information regarding Council taking action on reducing Mixed-Use Zoning, and to have an update on the Quimby fees.



Motion by Councilmember Brand, seconded by Councilmember Sammarco, to direct staff to bring back information on adjusting the Quimby Fees. Motion failed, with Councilmembers Emdee, Horvath and Ginsburg voting no.

Councilmember Ginsburg announced his resignation effective June 30, 2016.

City Attorney Webb advised that Council must appoint someone to fill the vacancy within 30 days from the vacancy date on Thursday and if not, the Mayor will be obligated to fill it within 15 days. He advised there will be four Councilmembers with possible tie votes, and to not speak to anyone about this issue.

Councilmember Brand stated he will be absent for the July 5th City Council meeting.

ANNOUNCEMENT OF CLOSED SESSION ACTIONS - NONE

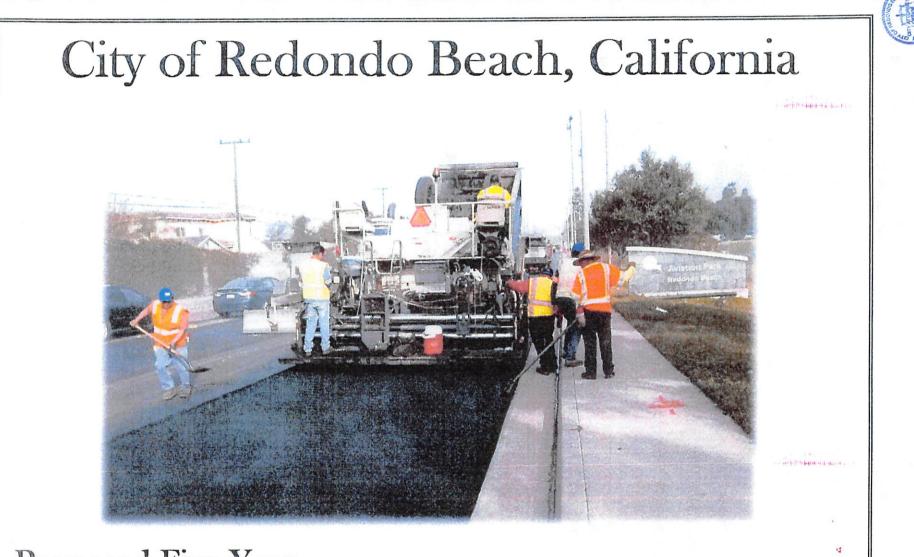
T. ADJOURNMENT at 8:39 p.m.

There being no further business to come before the City Council, Motion by Councilmember Emdee, seconded by Councilmember Horvath, to adjourn the meeting at 8:39 p.m. to an adjourned meeting to be held at 4:30 p.m. (Closed Session) and regular meeting to be held at 6:00 p.m. on Tuesday, July 5, 2016 in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California. Motion carried unanimously.

Respectfully submitted,

Eleanor Manzano, Cité elerk





More To Sea"

Proposed Five-Year Capital Improvement Program 2016-2021

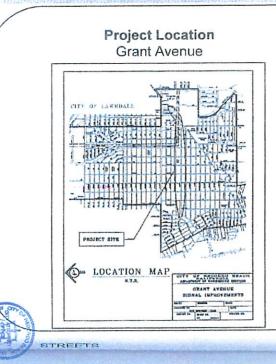
CITY OF REDONDO BEACH CAPITAL IMPROVEMENT PROJECT INFORMATION

PROJECT TITLE: Grant Avenue Signal Improvements

DEPARTMENT: Public Works

PROJECT MANAGER: TBD

ESTIMATED SCHEDULE: Construction is scheduled for FY17-18.



PROJECT DESCRIPTION:

22

The project will upgrade the six traffic signals from Flagler Lane to Felton Lane. The project involves synchronization, bike detection, signal replacement, video detection, adaptive signal coordination and wireless connection and integration into the Redondo Beach Traffic Management Center.

JUSTIFICATION:

The project will improve the mobility and safety of the driving public by maintaining a better flow of traffic. It supports the City's Strategic Plan goals to maintain a high level of public safety with public engagement and assess, prioritize, and plan for reconstruction of major City facilities and infrastructure.

Funding Sources	Est. C/O	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Measure R			\$ 313,070			
Metro Grant			\$ 1,221,586			
TOTAL	\$-	\$-	\$ 1,534,656	\$-	\$-	\$-

Project Costs	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Design		\$ 60,000			
Construction		\$ 1,474,656			
TOTAL	\$-	\$ 1,534,656	\$-	\$-	\$-

NOTES:	FUND:	215-Measure R/230-Grants
	PROJECT NO .:	New
	PROJECT TYPE:	Construction
	CATEGORY:	Streets
	INITIAL YEAR OF FUNDING:	FY17-18

GRANT AVENUE SIGNAL IMPROVEMENTS



Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Los Angeles, CA 90012-2952

213.922.2000 Tel metro.net

April 11, 2017

Jin Kim City of Redondo Beach 415 Diamond Street, Door E Redondo Beach, CA 90277

Subject: Funding Agreement CFP ID #F5301 – Grant Avenue Signal Improvements Project

Dear Mr. Kim:

Attached you will find 3 signature pages to the original Funding Agreement between Los Angeles County Metropolitan Transportation Authority and the City of Redondo Beach for Grant Avenue Signal Improvements (Call for Projects ID# F5301).

Please request City Council approval for the Project Readiness Criteria prior to receiving signature approval. The Project Readiness Criteria requires the City of Redondo Beach to demonstrate that the project is included in the adopted Capital Improvement Program and asks for County Council action on the commitment to local match, staffing plan and work program. Please submit this in the form of a City Clerk stamped agenda or minutes.

The funding agreement has been reviewed and approved by our County Counsel. Upon completion of your review, approvals, and signatures from the City Mayor and City Attorney, please return the original funding agreement with all three signature pages back to me for CEO authorization at:

> Los Angeles County Metropolitan Transportation Authority One Gateway Plaza Mail Stop: 99-22-9 Los Angeles, CA 90012 Attention: Shrota Sharma

Sincerely,

Shrota Sharma Los Angeles County Metropolitan Transportation Authority

Attachment



Los Angeles County Metropolitan Transportation Authority

One Gateway Plaza 213.922.2000 Tel Los Angeles, CA 90012-2952 metro.net

March 15, 2017

lin Kim City of Redondo Beach 415 Diamond Street, Door E Redondo Beach, CA 90277

Subject: Funding Agreement CFP ID #F5301-Grant Ave Signal Improvements Project

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Sincerely,

Sharme

Shrota Sharma Los Angeles County Metropolitan Transportation Authority

Attachment