



Metro

Los Angeles County
Metropolitan Transportation Authority

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Los Angeles, CA 90012-2952

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May 14, 2020

Brad Lindahl
Capital Project Program Manager
CITY OF REDONDO BEACH
415 Diamond Street
Redondo Beach, CA 90277

RE: F3502 - Redondo Bch Bicycle Transp. Imp. Plan - Amendment #3

Dear Lindahl:

Enclosed is a fully executed amended funding agreement for the above referenced project. The agreement, between Metro and the City of Redondo, provides CMAQ funds for the project.

With this agreement, the County can incur costs and submit to Metro reimbursement requests of CMAQ funds for eligible expenses described in the scope of work. Please keep us apprised of the project's progress via Quarterly Progress Reports, which are due on February 28, May 31, August 31, and November 30 of each year.

Should you have any questions, please contact me at (213) 922-2558.

Sincerely,

Michael Richmai
Senior Manager

AMENDMENT NO. 3
LETTER OF AGREEMENT
BETWEEN
CITY OF REDONDO BEACH
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 3 to Letter of Agreement (this "Amendment"), is dated as of February 1, 2019, by and between City of Redondo Beach ("Project Sponsor"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

- A. Project Sponsor and LACMTA entered into that certain Letter of Agreement No. LOA.P00F3502, dated December 27, 2012, which was amended on February 12, 2016 and November 1, 2018 (as amended, the "Existing LOA"), which Existing LOA provides for the Redondo Beach Bicycle Transportation Plan Implementation, ("the Project"); and
- B. Whereas, LACMTA Board on July 25, 2019, desires to extend the lapsing date of Funds programmed for Fiscal Year (FY) 2015-16 to June 30, 2020; and
- C. Project Sponsor and LACMTA desire to amend the Existing LOA 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 6.1(ii) of the Existing LOA is hereby amended by deleting it in its entirety and replacing it with the following: "Funds programmed for Programmed Year FY 2015-16 are subject to lapse on June 30, 2020. Project Sponsor shall allocate or obligate these Funds by the lapsing date."

2. Part II, Paragraph 8 of Existing LOA is hereby amended by deleting it in its entirety and replacing it with the following:

"8 COMMUNICATIONS:

8.1 Project Sponsor shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. Project Sponsor 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.

8.2 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.

8.3 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.

8.4 Project Sponsor 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.

8.5 The LACMTA Project Manager shall be responsible for monitoring Project Sponsor's compliance with the terms and conditions of this Section. Project Sponsor'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. Part I, paragraph 13, of the Existing LOA is hereby amended by replacing with the following: "13. LACMTA understands Project Sponsor is unable to complete the Project as originally scheduled and needs additional time to complete the Project beyond the current lapse date. LACMTA is willing to allow Project Sponsor 1 year (12 months) to demonstrate that it has taken affirmative steps toward completing the Project within a reasonable timeframe. Therefore, Project Sponsor shall complete the following activities by the June 30, 2020 lapse date: Obtain environmental clearance. If Project Sponsor fails to complete the New Milestone by the applicable lapse date, LACMTA may determine that there is not sufficient progress being made and then LACMTA may consider the Project Lapsed and submit to the LACMTA Board for deobligations.

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



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

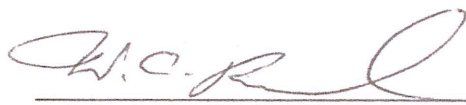
By:  Date: 5/12/2020
for Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

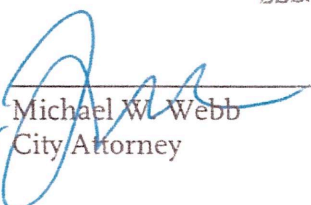
By:  Date: 3/6/2020
Deputy

CITY OF REDONDO BEACH

By:  Date: _____
Bill Brand
Mayor

ATTEST:

APPROVED AS TO FORM: 
ELEANOR MANZANO, CITY CLERK

By:  Date: 4/8/20
for Michael W. Webb
City Attorney