

**MEASURE M COOPERATIVE AGREEMENT
METRO ACTIVE TRANSPORT (MAT) PROGRAM**

This Cooperative Agreement ("CA") is made and entered into effect as of August 19, 2021 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority (hereinafter, "LACMTA") and City of Redondo Beach, Los Angeles County Department of Public Works (LACDPW), and City of Lawndale (hereinafter, "PROJECT CO-SPONSORS") for the Redondo Beach Boulevard Active Transportation Project for Early Planning; Environmental/Planning; and Plans, Specifications and Estimates (PS&E) (up to 15%-level design), LACMTA Project ID# D1104, (hereinafter referred to as the "PROJECT"). This Project is eligible for funding under Line 47 of the Measure M Expenditure Plan.

RECITALS:

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017; and

WHEREAS, the LACMTA Board, at its January 28, 2021 meeting, programmed \$351,900, in Measure M Funds to LACMTA for Early Planning; Environmental/Planning; and PS&E (up to 15%-level design), subject to the terms and conditions contained in this CA; and

WHEREAS, the PROJECT CO-SPONSORS requested LACMTA to lead the implementation of the PROJECT; and

WHEREAS, LACMTA will enter into a contract to complete the PROJECT at the request of, and on behalf of, the PROJECT CO-SPONSORS; and

WHEREAS, this CA defines the specific terms, conditions, and responsibilities between LACMTA and PROJECT CO-SPONSORS for the implementation of the PROJECT; and

WHEREAS, the Funds are currently programmed as follows: \$351,900 in Measure M Funds in Fiscal Years (FY) FY 2021-22, and FY 2022-23. The total designated for Early Planning; Environmental/Planning; and PS&E (up to 15%-level design) of the Redondo Beach Boulevard Active Transportation Project is \$351,900.

NOW, THEREFORE, LACMTA and PROJECT CO-SPONSORS (hereinafter referred to as "PARTIES") hereby agree as follows:

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

1. Part I – Specific Terms of the CA
2. Part II – General Terms of the CA
3. Attachment A – Project Funding
4. Attachment B – Intentionally Omitted

5. Attachment C – Scope of Work
6. Attachment D – Bond Requirements
7. Attachment E – Complete Streets Policy Self Certification
8. 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 CA and any attachments and the Specific Terms of the CA shall prevail over the General Terms of the CA.

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

LACMTA:


LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Stephanie N. Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy 

Date: 9/14/2021

PROJECT CO-SPONSORS:

City of Redondo Beach

By: _____
William C. Brand
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Michael W. Webb
City Attorney

Date: _____

ATTEST:

Eleanor Manzano, City Clerk

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Los Angeles County Department of Public Works

By: _____

David MacGregor
Deputy Director

Date: _____

City of Lawndale

By: _____
Robert Pullen-Miles
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Burke, Williams & Sorensen, LLP
City Attorney

Date: _____

PART I
SPECIFIC TERMS OF THE CA

1. Title of the PROJECT: Redondo Beach Boulevard Active Transportation Project –Early Planning; Environmental/Planning; and Plans, Specifications and Estimates (PS&E) (up to 15%-level design). LACMTA Project ID# D1104.
2. Programmed Funds:
 - 2.1 Programmed Funds for this Project consist of Measure M Funds.
 - 2.2 To the extent the Measure M Funds are available; LACMTA shall program the Measure M funds in the amount of \$351,900 (the “Fund”) for the PROJECT. LACMTA Board of Directors’ action of January 28, 2021 programmed the Measure M Funds for the Project. The Funds are programmed over two years for Fiscal Years (FY) FY 2021-22 and FY 2022-23.
3. **Attachment A** the “Project Funding” documents all sources of funds programmed for the PROJECT as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the PROJECT CO-SPONSORS Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the PROJECT are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
4. **Attachment C** is the “Scope of Work”. LACMTA shall complete the PROJECT as described in the Scope of Work. This Scope of Work shall include a detailed description of the PROJECT and the work to be completed,. No later than December 31 of each year, LACMTA shall notify PROJECT CO-SPONSORS if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work.
5. If PROJECT CO-SPONSORS fails to demonstrate timely use of funds or perform its obligations set forth in Part II, Section 9, LACMTA will have the option to suspend or terminate the CA for default as described in Part II, Section 10 herein below.
6. No changes to this CA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original CA, approved and signed by both PARTIES.
7. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the “Bonds”) to provide at least a portion of its funding commitments under this Agreement to PROJECT CO-SPONSORS. PROJECT CO-SPONSORS shall ensure that the expenditure of the Funds disbursed to PROJECT CO-SPONSORS does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment D** to this Agreement. PROJECT CO-SPONSORS agrees to provide

LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, PROJECT CO-SPONSORS shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the PROJECT, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

8. PROJECT CO-SPONSORS shall comply with the Metro Complete Streets Policy, adopted October 2014. PROJECT CO-SPONSORS must have an adopted Complete Streets Policy, an adopted City/County Resolution supporting Complete Streets, or an adopted General Plan consistent with the California Complete Streets Act of 2008. This shall be demonstrated through completion of the Complete Streets Self-Certification form attached as **Attachment E**.
9. No changes to the (i) Programming amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this CA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and PROJECT CO-SPONSORS. Modifications that do not materially affect the terms of this CA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by PROJECT CO-SPONSORS and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

10. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Carolyn Mamaradlo
LACMTA Project Manager
Mail Stop: 99-22-6
Phone: (213) 922-5529
Email: MamaradloC@metro.net

11. PROJECT CO-SPONSORS' Address:

City of Redondo Beach
415 Diamond St, Redondo Beach, CA 90277
Brad Lindahl
Phone: (310) 318-0661
Email: Brad.Lindahl@redondo.org

Los Angeles County Department of Public Works (LACDPW)
900 S. Fremont Ave, Alhambra, CA 91803
Andrew Ross
Phone: (626) 300-4586
Email: AROSS@dpw.lacounty.gov

City of Lawndale
4722 Manhattan Beach Blvd, Lawndale, CA 90260
Julian Lee
Phone: (310) 973-3260
Email: jlee@lawndalecity.org

PART II
GENERAL TERMS OF THE CA

1. **TERM**

The term of this CA shall commence on the Effective Date of this CA and shall terminate upon the completion of the agreed upon Scope of Work, unless terminated earlier as provided herein.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure M Funds available for the PROJECT, LACMTA may suspend or terminate this CA by giving written notice to PROJECT CO-SPONSORS at least thirty (30) days in advance of the effective date of such suspension or termination. If PROJECT is suspended or terminated pursuant to this section, LACMTA will not program funds to the PROJECT.

3. **SCOPE OF AGREEMENT**

This CA specifies the roles and responsibilities of both of the PARTIES as they pertain the PROJECT addressed herein. LACMTA and PROJECT CO-SPONSORS agree that each will cooperate and coordinate with the other in all activities covered by this CA.

4. **RESPONSIBILITIES OF LACMTA**

LACMTA agrees to the following responsibilities for funding and implementation of the PROJECT:

- 4.1 LACMTA shall serve as the implementing agency for PROJECT, responsible for managing the scope, cost, schedule, and quality of the work activities and products of the PROJECT as stated herein.
- 4.2 LACMTA shall manage and implement the PROJECT pursuant to the approved Scope of Work in Attachment C.
- 4.3 LACMTA shall procure all necessary consultants and subconsultants for the PROJECT.
- 4.4 LACMTA shall review and approve final deliverables submitted by consultants and subconsultants.
- 4.5 LACMTA shall lead and facilitate regularly scheduled meetings, conference calls, workshops, and planning sessions.
- 4.6 LACMTA shall facilitate ongoing coordination with all parties involved in or impacted by the PROJECT.

- 4.7 LACMTA shall lead all communications, marketing and branding efforts for the PROJECT.
- 4.8 LACMTA shall assure adherence to the schedule of the PROJECT.
- 4.9 LACMTA shall develop a review process for deliverables that establishes a timeline and specifies the number of rounds of review to address any comments and finalize products.

5. RESPONSIBILITIES OF PROJECT CO-SPONSORS

PROJECT CO-SPONSORS agrees to the following responsibilities for implementation of the PROJECT:

- 5.1 PROJECT CO-SPONSORS shall each identify and commit a specific project liaison/coordinator responsible for coordinating among functional departments or groups within the jurisdiction and serves as a single point of contact for LACMTA.
- 5.2 Each PROJECT CO-SPONSORS liaison/coordinator shall participate as a member of the project team in regularly scheduled meetings, conference calls, workshops, and planning sessions as part of the team.
- 5.3 PROJECT CO-SPONSORS shall notify LACMTA in writing of any personnel changes.
- 5.4 PROJECT CO-SPONSORS shall hereby authorize LACMTA to be the lead for the PROJECT, to procure and manage all necessary consultants and subconsultants, and implement the PROJECT pursuant to the approved Scope of Work in Attachment C.
- 5.5 PROJECT CO-SPONSORS shall waive all fees associated with local agency permits that may be required of consultants, subconsultants, and/or service or equipment providers in the performance of the PROJECT.
- 5.6 PROJECT CO-SPONSORS shall provide all local information pertinent to the PROJECT in a timely manner to allow for efficient PROJECT delivery.
- 5.7 PROJECT CO-SPONSORS shall have 21 Working Days to review and provide comments on major milestone deliverables for the PROJECT such as planning documents, environmental documents, and construction documents and their associated incremental design development plan sets. If no comment on a deliverable is provided to LACMTA in that time period, LACMTA shall determine no comment on that given deliverable.
- 5.8 PROJECT CO-SPONSORS hereby agree that LACMTA shall have ultimate authority to make decisions regarding deliverables under the contract.

- 5.9 PROJECT CO-SPONSORS shall defer to LACMTA for all communications, marketing, and branding efforts for the PROJECT.
- 5.10 PROJECT CO-SPONSORS shall be responsible for other program requirements as specified in this agreement and in the MAT Program Cycle 1 solicitation including but not limited to development of the Public Participation Plan, certification of compliance with the LACMTA Complete Streets Policy, and performance evaluation.
- 5.11 PROJECT CO-SPONSORS hereby agree to provide PROJECT reports to the LACMTA Project Manager according to the schedule and process.

6. RESPONSIBILITIES OF ALL PARTIES

- 6.1 PARTIES shall attend meetings on major milestone deliverables and community engagement for the PROJECT and related, concurrent projects, as necessary.
- 6.2 PARTIES shall agree upon a set of standards and/or best practices for engineering, design and permit submittal format.
- 6.3 PARTIES shall discuss, draft, and execute an agreement addressing the ownership, operations and maintenance of the PROJECT. Such an agreement shall include but not be limited to such elements as recitals, responsibilities, indemnity, funding, invoicing, audit provisions and general conditions.
- 6.4 PARTIES shall work together to arrive at final deliverables for the PROJECT (project phase).
- 6.5 PARTIES agree to review all deliverables related to the PROJECT.
- 6.6 PARTIES agree to collaborate to develop and agree to a detailed schedule for the PROJECT that will delineate activity and deliverable timelines and review periods.
- 6.7 PARTIES agree to collaborate on complimentary activities (leverage) not funded through the MAT Program to the extent committed as part of the Letter of Interest or specified in the scope of work, if any.
- 6.8 PARTIES agree to collaborate on meetings and activities related to PROJECT that may result in other responsibilities in which PARTIES will take on by mutual agreement, such as community engagement and outreach.

7. PROGRAMMING OF FUNDS

This is a one-time only programming of the Measure M Funds subject to the terms and conditions agreed to herein. Programming does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

- 8.1 The obligation for LACMTA to program 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 as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the PROJECT, unless otherwise agreed to in writing by LACMTA.
- 8.2 PROJECT CO-SPONSORS shall fully fund and contribute the PROJECT CO-SPONSORS Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the PROJECT. If the Funds identified in Attachment A are insufficient to complete the PROJECT, PROJECT CO-SPONSORS agree to secure and provide such additional non-LACMTA programmed funds necessary to complete the PROJECT.
- 8.3 PROJECT CO-SPONSORS shall be eligible for the Funds up to the program amount specified in Part I, Section 2 of this CA subject to the terms and conditions contained herein.
- 8.4 If PROJECT CO-SPONSORS receive outside funding for the PROJECT in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this CA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the PROJECT (including the Funds, PROJECT CO-SPONSORS 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 CA as specified in the Project Funding and both the Funds and PROJECT CO-SPONSORS 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 within the subregion in accordance with the Ordinance, the Guidelines and the Metro Active Transport Program Administrative Procedures.

9. TIMELY USE OF FUNDS

9.1 PROJECT CO-SPONSORS must demonstrate timely use of funds by:

- (i) Executing this CA within **(60) days** of receiving formal transmittal of the CA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Meeting the PROJECT CO-SPONSORS responsibilities for the PROJECT pursuant to Section 5 and 6.

9.2 In the event that the timely use of funds is not demonstrated as described in Part II, Section 9.1 of this CA, the PROJECT will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Metro Active Transport Program Administrative Procedures. In the event that all the Funds are reprogrammed, this CA shall automatically terminate.

10. DEFAULT

A Default under this CA is defined as any one or more of the following: (i) PROJECT CO-SPONSORS fail to comply with the terms and conditions contained herein; and/or (ii) PROJECT CO-SPONSORS fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a default by either PARTY, the complainant PARTY shall provide written notice of such default and the defaulting PARTY shall provide a corrective action plan to the complainant PARTY with a 30-day period to cure the default. In the event that the defaulting PARTY fails to cure the default or commit to cure the default and commence the corrective action plan within such 30-day period and to the satisfaction of the other party, the complainant PARTY may terminate this CA.

11.2 Effective upon receipt of written notice of termination from the complainant PARTY, the defaulting PARTY shall not undertake any new work or obligation with respect to this Agreement unless so approved by the complainant PARTY in writing.

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

12. COMMUNICATIONS

- 12.1 PROJECT CO-SPONSORS 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 <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. PROJECT CO-SPONSORS shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.
- 12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.
- 12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.
- 12.4 PROJECT CO-SPONSORS shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.
- 12.5 The LACMTA Project Manager shall be responsible for monitoring PROJECT CO-SPONSORS' compliance with the terms and conditions of this Section. PROJECT CO-SPONSORS'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.

13. PROJECT COMPLETION

Notwithstanding paragraph 14.5 below, upon completion of the Project, PROJECT CO-SPONSORS shall be solely responsible for implementation of any future project phases, including Plans, Specifications and Estimates (PS&E), Construction, Operations, and Maintenance. LACMTA shall have no obligation to fund or implement future project phases. Upon completion of the Project, PROJECT CO-SPONSORS hereby agrees to indemnify and hold LACMTA harmless in perpetuity for any and all third party claims for damages, including any claims arising during future project phases (e.g. construction, operations, maintenance, and use of the facilities). Such claims include, but are not limited to, personal injury or property damage claims arising out of the acts or omissions of the PROJECT CO-SPONSORS,

its consultants, contractors, subcontractors, or anyone acting on PROJECT CO-SPONSORS's behalf.

14. OTHER TERMS AND CONDITIONS

- 14.1 This CA, along with its Attachments, constitutes the entire understanding between the PARTIES, with respect to the subject matter herein. The CA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the PARTIES who agreed to the original CA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.
- 14.2 PROJECT CO-SPONSORS is obligated to continue using the PROJECT dedicated to the public transportation purposes for which the PROJECT was initially approved. The PROJECT right-of-way, the PROJECT facilities constructed or reconstructed on the PROJECT site, and/or PROJECT property purchased, excluding construction easements and excess property, shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this CA. Equipment acquired as part of the PROJECT, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.
- 14.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the PARTIES to enforce or interpret this CA, 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.
- 14.4 Neither LACMTA nor its respective officers or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by PROJECT CO-SPONSORS or its respective officers or employees under or in connection with the CA. PROJECT CO-SPONSORS and its respective officers or employees shall fully indemnify, defend and hold LACMTA, its subsidiaries and its respective officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property (including property of either LACMTA or PROJECT CO-SPONSORS), any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach by PROJECT CO-SPONSORS, or its respective officers or employees' obligations under this CA; or (ii) the acts or omissions, by PROJECT CO-SPONSORS or those of their respective officers, agents, employees, contractors or sub-contractors in the

performance CA or the provision of the services, unless caused solely by the negligence or willful misconduct of LACMTA.

- 14.5 During the term of the Project, neither PROJECT CO-SPONSORS nor its respective officers or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by LACMTA or its respective officers or employees under or in connection with the CA. LACMTA and its respective officers or employees shall fully indemnify, defend and hold the PROJECT CO-SPONSORS, its subsidiaries and its respective officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property (including property of either LACMTA or PROJECT CO-SPONSORS), any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach by LACMTA, or its respective officers or employees' obligations under this CA; or (ii) the acts or omissions, by LACMTA or those of their respective officers, agents, employees, contractors or sub-contractors in the performance CA or the provision of the services, unless caused solely by the negligence or willful misconduct of PROJECT CO-SPONSORS.
- 14.6 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 CA.
- 14.7 PROJECT CO-SPONSORS shall not assign this CA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by PROJECT CO-SPONSORS without said prior consent by LACMTA shall be void and unenforceable.
- 14.8 This CA shall be governed by California law. If any provision of this CA 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.
- 14.9 The covenants and agreements of this CA shall inure to the benefit of, and shall be binding upon, each of the PARTIES and their respective successors and assigns.
- 14.10 PROJECT CO-SPONSORS will advise LACMTA prior to any key PROJECT staffing changes. Notice will be given to the PARTIES at the address specified

in Part I, unless otherwise notified in writing of change of address or contact person.

- 14.11 PROJECT CO-SPONSORS, in the performance of the work described in this CA, are not a contractor nor an agent or employee of LACMTA. PROJECT CO-SPONSORS attest 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. PROJECT CO-SPONSORS shall not represent themselves as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure M MAT - Active Transportation Corridors Program - Funding Agreement Projects - CA.9200000000MATD1104

Project Title: Redondo Beach Boulevard Active Transportation Project Project#: D1104

PROGRAMMED BUDGET - SOURCES OF FUNDS

| SOURCES OF FUNDS | Prior Years | FY 2020-21 | FY2021-22 | FY2022-23 | FY2023-24 | FY2024-25 | FY2025-26 | Total Budget | % of Budget |
|------------------------------|-------------|------------|-----------|------------|-----------|-----------|-----------|--------------|-------------|
| LACMTA PROGRAMMED FUNDING | | | | | | | | | |
| MEASURE M MAT FUNDS | | | \$ 33,000 | \$ 318,900 | | | | \$ 351,900 | |
| SUM PROG LACMTA FUNDS | \$ - | \$ - | \$ 33,000 | \$ 318,900 | | | | \$ 351,900 | 100% |
| OTHER NON LACMTA FUNDING: | | | | | | | | | |
| LOCAL: | | | | | | | | \$ - | 0% |
| STATE: | | | | | | | | \$ - | 0% |
| FEDERAL: | | | | | | | | \$ - | 0% |
| PRIVATE OR OTHER: | | | | | | | | \$ - | 0% |
| SUM NON-LACMTA FUNDS | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | 0 |
| TOTAL PROJECT FUNDS | \$ - | \$ - | \$ 33,000 | \$ 318,900 | \$ - | \$ - | \$ - | \$ 351,900 | 100% |

Use Actual \$\$\$

Metro Active Transport (MAT) Program Attachment C - Scope of Services

The **City of Redondo Beach, Los Angeles Department of Public Works (LACDPW), and City of Lawndale** have elected to designate the Los Angeles County Metropolitan Transportation Authority (LA Metro) to act as the implementing agency to carry out the initial phases including **Environmental/Planning, ROW, and PS&E (15%-level design)** of the following MAT-awarded project: **Redondo Beach Boulevard**, as detailed in **COOPERATIVE AGREEMENT #920000000MATD1104**. The following Scope of Services establishes the work to be contracted and managed by LA Metro, in coordination with **City of Redondo Beach, LACDPW, and City of Lawndale** pursuant to the agreement. As such, LA Metro will seek a qualified active transportation planning and design firm to assist in the following tasks: **existing conditions and planning analysis, conceptual design, community engagement, environmental review/documentation, and right-of-way permitting**.

Project Background

Measure M establishes the Metro Active Transport, Transit and First/Last Mile (MAT) Program, which over the course of 40 years, is anticipated to fund more than \$857 million (in 2015 dollars) in active transportation infrastructure projects throughout the region. This is a competitive discretionary program available to municipalities in Los Angeles County and will fund projects to improve and grow the active transportation network and expand the reach of transit. The solicitation for MAT Cycle 1 was issued in February 2020, and project selection was approved by the LA Metro Board in January 2021.

Project Summary

The Cities of Redondo Beach and Lawndale along with LACDPW propose to install improved and new bike and pedestrian facilities along Redondo Beach Blvd/Ripley Ave from Flagler Ln on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the ATSP and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.

Project Schedule

| Milestone | Start | Completion |
|---|---------------------------------|-------------------------|
| Start of Work | Upon task order execution (TOE) | |
| Project Kickoff & Project Management Plan | Within 2 weeks of TOE | |
| Existing Conditions Analysis | Within 2 weeks of TOE | Within 9 months of TOE |
| Purpose & Need | Within 2 weeks of TOE | Within 9 months of TOE |
| Design Concepts | Within 3 months of TOE | Within 9 months of TOE |
| Proposed Project | Within 3 months of TOE | Within 9 months of TOE |
| Conceptual Engineering | Within 12 months of TOE | Within 24 months of TOE |
| Environmental Review and Documentation | Within 9 months of TOE | Within 21 months of TOE |

TASK 1: PROJECT MANAGEMENT

The Contractor shall provide management, and any necessary staff as needed, to plan, organize, direct, supervise, control and coordinate the administrative aspects of the project, including contract and subcontract administration, accounting/invoicing, office services, and personnel administration. The Contractor shall develop a Project Management Plan that shall provide the basis by which the project status will be measured and shall include methods to identify potential cost overruns and maintain project budget. Additionally, the Contractor is responsible for overseeing quality assurance/control to ensure efficient review/comment processes and facilitate meaningful input from the project team.

TASK 2: PLANNING ANALYSIS

The Contractor is to conduct planning analysis in coordination with the Metro team, project sponsor, and any project partners per the following steps. Robust community engagement shall inform each step of the planning analysis, requiring the Contractor to coordinate with and reference the community engagement process recommendations. Responsibilities shall include the following:

- Analyze existing conditions
- Evaluate alternative parallel/perpendicular facilities and Metro C Line connections
- Establish project purpose & need
- Develop design concepts
- Recommend proposed project

TASK 3: CONCEPTUAL ENGINEERING (15%-LEVEL DESIGN)

The Contractor shall consider the existing conditions and design challenges assessed in Task 2 to develop Conceptual Engineering. The Conceptual Engineering & Design package shall be designed to the latest applicable Federal, State, and Local codes and standards. Responsibilities shall include the following:

- Identify design challenges
- Develop conceptual engineering
- Determine easement/right-of-way requirements
- Develop capital cost estimates

TASK 4: ENVIRONMENTAL REVIEW AND DOCUMENTATION

Contractor shall complete environmental review, studies, and documentation to support the Project Sponsor in environmentally clearing the project. Prepare the Category Exclusion/Category Exemption, Statutory Exemption (per SB 288 and expiring on January 1, 2023), or higher level of environmental document if required. Provide support to complete the environmental phase with CEQA approvals.

TASK 5: COMMUNITY ENGAGEMENT

Contractor is to assist Project Team with development and implementation of a Public Participation Plan (PPP) that entails an inclusive and extensive outreach process. Responsibilities shall include the following:

- Develop outreach materials and exhibits
- Promote project with culturally and linguistically appropriate communications
- Perform meeting administration
- Conduct community events such as street audits and design workshops

ATTACHMENT D BOND REQUIREMENTS

The provisions of this Attachment D apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

PROJECT CO-SPONSORS acknowledge that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. PROJECT CO-SPONSORS further acknowledge their understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by PROJECT CO-SPONSORS to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. PROJECT CO-SPONSORS will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA's approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

PROJECT CO-SPONSORS will each designate one or more persons that will be responsible for compliance with the obligations described in this Attachment D and notify LACMTA of such designations.

ATTACHMENT E
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Cooperative Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. Name of Project Sponsor (City/County): City of Redondo Beach
2. Contact Name: Brad Lindahl
3. Contact Phone: 310-318-0661
4. Contact Email: Brad.Lindahl@redondo.org
5. Project Description:
The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
6. Identify participating agencies roles and responsibilities.
City of Redondo Beach – Sponsor Agency
City of Lawndale – Co-sponsor Agency
County of Los Angeles Department of Public Works – Co-sponsor Agency
7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.
See attachment

By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Signature:



Agency Representative



Date

RESOLUTION NO. 1310-095

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF REDONDO BEACH, CALIFORNIA ADOPTING
ADMINISTRATIVE POLICY NO. 12.02, LIVING STREETS
GUIDELINES AND POLICY FOR THE CITY OF REDONDO
BEACH**

WHEREAS, the City of Redondo Beach ("City") desires to improve access and connectivity, and to integrate the streets for all users and transportation modes; and

WHEREAS, Assembly Bill 1358 ("AB 1358"), the California Complete Streets Act of 2008, requires cities to include Complete Streets language into their policies as part of their general plans; and

WHEREAS, Complete Streets language provides that all public roads in California shall be designed and operated to accommodate all roadway users, including bicyclists, pedestrians, transit riders, motorists, and pedestrians of all ages and abilities; and

WHEREAS, on October 18, 2011, the City Council adopted the Healthways/ Blue Zones Vitality City: Beach Cities Livability Plan (the "Plan"); and

WHEREAS, the Plan recommends adopting Complete Streets language into the City planning documents to comply with AB 1358; and

WHEREAS, the Living Streets Guidelines and Policy will incorporate Complete Streets language into the City planning documents and assist the City in complying with AB 1358 by establishing guiding principles and practices for transportation related projects.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDONDO
BEACH, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. That the City of Redondo Beach adopts Administrative Policy No. 12.02, Living Streets Guidelines and Policy, as described in Attachment "A", to incorporate Complete Streets language into the City planning documents and establish guiding principles and practices for transportation related projects.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

PASSED, APPROVED AND ADOPTED this 8th day of October, 2013.



Steve Aspel, Mayor

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF REDONDO BEACH)

I, Eleanor Manzano, City Clerk of the City of Redondo Beach, California, do hereby certify that the foregoing Resolution No. CC-1310-095 was duly passed, approved and adopted by the City Council of the City of Redondo Beach, California, at a regular meeting of said City Council held on the 1st day of October, 2013, by the following roll call vote:

AYES: GINSBURG, AUST, SAMMARCO, KILROY

NOES: NONE

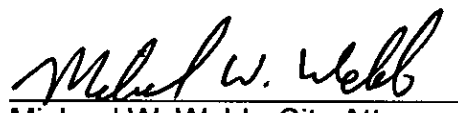
ABSENT: BRAND

ABSTAIN: NONE



Eleanor Manzano, City Clerk

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

ATTACHMENT E
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

The Los Angeles County Metropolitan Transportation Authority requires that by the execution of this Cooperative Agreement, applicants shall have an adopted local Complete Streets policy, an adopted City Council Resolution in support of Complete Streets, or an adopted General Plan consistent with the state's Complete Streets Act of 2008 in order to be eligible for the next cycle of Metro capital grant funding programs. This Los Angeles County Complete Streets policy self-certification form should be completed and executed for all Measure M Metro Active Transport (MAT) funded projects.

1. Name of Project Co-Sponsor (City/County): Los Angeles County Department of Public Works (LACDPW)
2. Contact Name: Andrew Ross
3. Contact Phone: 626-300-4586
4. Contact Email: AROSS@dpw.lacounty.gov
5. Project Description:
The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
6. Identify participating agencies roles and responsibilities.
City of Redondo Beach – Sponsor Agency
City of Lawndale – Co-sponsor Agency
County of Los Angeles Department of Public Works – Co-sponsor Agency
7. Insert adopted local Complete Streets policy, adopted City Council Resolution in support of Complete Streets, or adopted General Plan consistent with the state's Complete Streets Act of 2008.
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By signing and self-certifying this form, the agency commits to the Metro Complete Streets Policy and confirms the adoption of a local Complete Streets policy, a City Council Resolution in support of Complete Streets, or a General Plan consistent with the state's Complete Streets Act of 2008.

Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Signature:

Agency Representative

Date

IV. Goals and Policies

| Goal M 1: Street designs that incorporate the needs of all users. | |
|--|--|
| Topic | Policy |
| Complete Streets | Policy M 1.1: Provide for the accommodation of all users, including pedestrians, motorists, bicyclists, equestrians, users of public transit, seniors, children, and persons with disabilities when requiring or planning for new, or retrofitting existing, transportation corridors/networks whenever appropriate and feasible. |
| | Policy M 1.2: Ensure that streets are safe for sensitive users, such as seniors and children. |
| | Policy M 1.3: Utilize industry standard rating systems to assess sustainability and effectiveness of street systems for all users. |
| Goal M 2: Interconnected and safe bicycle- and pedestrian-friendly streets, sidewalks, paths and trails that promote active transportation and transit use. | |
| Topic | Policy |
| Active Transportation Design | Policy M 2.1: Provide transportation corridors/networks that accommodate pedestrians, equestrians and bicyclists, and reduce motor vehicle accidents through a context-sensitive process that addresses the unique characteristics of urban, suburban, and rural communities whenever appropriate and feasible. |
| | <p>Policy M 2.2: Accommodate pedestrians and bicyclists, and reduce motor vehicle accidents by implementing the following street designs, whenever appropriate and feasible:</p> <ul style="list-style-type: none"> • Lane width reductions to 10 or 11 feet in low speed environments with a low volume of heavy vehicles. • Wider lanes may still be required for lanes adjacent to the curb, and where buses and trucks are expected. • Low-speed designs. • Access management practices developed through a community-driven process. • Back in angle parking at locations that have available roadway width and bike lanes, where appropriate. |

ATTACHMENT E
COMPLETE STREETS SELF CERTIFICATION FORM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

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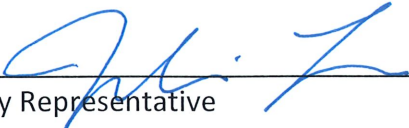
1. Name of Project Co-Sponsor (City/County): City of Lawndale
2. Contact Name: Julian Lee
3. Contact Phone: (310) 973-3260
4. Contact Email: jlee@lawndalecity.org
5. Project Description:
The Cities of Redondo Beach and Lawndale along with the Los Angeles County Public Works propose to install improved and new Bike and Pedestrian Facilities along Redondo Beach Boulevard/Ripley Avenue from Flagler Lane on the west to the Dominguez Channel Greenway on the east. The total length of this segment is 3.3 miles. The improvements will include a series of access, safety, and infrastructure enhancements for walking and biking. This project will provide a cohesive network that will encourage active transportation modes and allow users to connect to transit facilities, educational facilities, parks, retail stores, job centers and residential neighborhoods. The project supports the goals of the Active Transportation Strategic Plan and will enhance safety by implementing pedestrian improvements by removing barriers to access and correct unsafe conditions by reconstructing curb ramps and sidewalks to meet ADA requirements.
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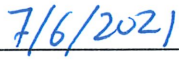
Subregion ID: South Bay

Project#: D1104
CA# 9200000000MATD1104

Signature:



Agency Representative



Date