

**FUNDING AGREEMENT BETWEEN THE GATEWAY CITIES COUNCIL OF
GOVERNMENTS AND THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

This Funding Agreement (the "Agreement") is entered into with an effective date of October 10, 2016 ("Effective Date"), and is by and between the Gateway Cities Council of Governments ("AGENCY") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), hereinafter referred to collectively as the "Parties." The general purpose of this Agreement is to define the roles, responsibilities, and protocols of the AGENCY and eligible subrecipients to the AGENCY, identified in Attachment A ("Participating Agencies"), in LACMTA's environmental clearance of the West Santa Ana Branch Transit Corridor ("Project"), which generally includes facilitation and coordination between LACMTA, AGENCY, and the Participating Agencies, hereinafter referred to as the "Collaborative Effort."

RECITALS

WHEREAS, LACMTA is the transportation planning and programming agency for Los Angeles County responsible for the County's Long Range Transportation Plan, Short Range Transportation Plan and Transportation Improvement Program, and the construction and operation of bus and rail services; and

WHEREAS, the AGENCY is a California Joint Powers Authority that represents the 27 cities of Southeast Los Angeles County, the Port of Long Beach and certain unincorporated areas of Los Angeles County adjacent to or surrounded by these cities. In its role, the AGENCY provides leadership and supports various initiatives for its member cities/agencies, including implementing clean air strategies, addressing housing needs, reducing traffic congestion, conducting short and long range transportation studies, preserving and enhancing open space, and strengthening the economy; and

WHEREAS, the West Santa Ana Branch Transit Corridor is a funding priority in the voter-approved Measure R and Measure M expenditure plans; and

WHEREAS, LACMTA is working on the Project for the purpose of identifying a future light rail transit alignment and associated stations within a defined study area; and

WHEREAS, the LACTMA Board of Directors approved Motion 32.1 at its February 25, 2016 meeting, authorizing funding to facilitate Transit-Oriented Communities (TOC, a broader Transit-Oriented Development concept) for the Project and directing that LACMTA work with the City of Los Angeles, County of Los Angeles, AGENCY, and the Eco-Rapid Transit Joint Powers Authority ("Eco-Rapid") to pursue TOC predevelopment and planning activities for the Project; and

WHEREAS, this is one of several existing or pending agreements associated with carrying out Board Motion 32.1 and relating to the Collaborative Effort, with potentially more agreements to follow; and

WHEREAS, the purposes, approaches and scopes of work for these agreements are and will be coordinated to ensure that the intent of Board Motion 32.1 is effectively implemented; and

WHEREAS, articulating clear roles and responsibilities is a vital tenet of ensuring a collaborative and coordinated effort to effectively implement Board Motion 32.1 such that the communities accrue multiple benefits from this substantial public infrastructure investment and opportunity; and

WHEREAS, all the agreements associated with implementing Board Motion 32.1 must demonstrate a progression toward completing the forward planning and design of the West Santa Ana Branch Light Rail Transit line and ancillary project features, and its environmental clearance, along with supporting or resulting in TOC-supportive local plans, regulations, financial tools and programmatic California Environmental Quality Act clearance to enable private and public sector Transit-Oriented Development (TOD) in the corridor; and

WHEREAS, this Agreement includes a Collaborative Effort framework for implementing the aforementioned LACMTA Board of Directors February 25, 2016 direction and the referenced related actions, a process for coordination involving LACMTA, the AGENCY, and Participating Agencies, and a communication protocol to be carried out by the AGENCY and Participating Agencies for the Project by setting forth the roles, responsibilities and protocols, as identified in Attachment A; and

WHEREAS, the LACMTA Board of Directors at its September 22, 2016 meeting approving the entering of this Agreement with the AGENCY for third party administration to work with the Participating Agencies on the Project, in the amount not-to-exceed \$700,000 in Measure R 35% funds, which scope of work for this Collaborative Effort is identified in Attachment A; and

WHEREAS, a Letter of No Prejudice (LONP) for the Collaborative Effort was issued on October 10, 2016, allowing the AGENCY and the Participating Agencies to spend funds in an amount up to \$50,000 in total for the early participation of the AGENCY, Eco-Rapid Transit Joint Powers Authority JPA and the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate and Vernon, to review Project deliverables and provide technical comments and feedback on the Project, pending execution of this agreement.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

I. TERM OF AGREEMENT

The term of the Agreement shall be for a period from the Effective Date of this Agreement through September 30, 2020. LACMTA shall have the right to extend the term as necessary. This is a one-time funding grant subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

The obligation for LACMTA to grant AGENCY the Funds relating to the Collaborative Effort in supporting the Project is subject to sufficient Funds being made available for the Project and the Collaborative Effort by the LACMTA Board of Directors. If such Funds are not made available for the Project and/or Collaborative Effort, LACMTA shall have no obligation to provide the Funds for the Collaborative Effort, unless otherwise agreed to in writing by LACMTA.

II. COLLABORATIVE EFFORT ADMINISTRATION AND SCOPE OF WORK

A AGENCY and the Participating Agencies shall perform the work per the tasks and deliverables, roles, responsibilities and protocols detailed in Attachment A – Collaborative Effort Framework and Scope of Work.

B. Management/Administration of the scope of work in Attachment A is capped at a maximum of 15% of the total Agreement cost.

C. AGENCY shall submit Quarterly Progress Invoice Reports, in the form attached to the Agreement as Attachment B with detailed supporting documentation within sixty (60) days after the close of each quarter. The last Quarterly Progress Invoice Report shall be due no later than November 30, 2020 to be eligible for reimbursement under this Agreement. If no activity has occurred during a particular quarter, AGENCY will still be required to submit the Quarterly Progress Invoice Report indicating that no dollars were expended in the quarter.

E. In the event that any changes to Attachment A – Collaborative Effort Framework and Scope of Work are desired, LACMTA shall notify AGENCY in writing in a timely manner. AGENCY understands and agrees that LACMTA's contribution to the Project is limited to the amount specified in Section III (A) of this Agreement, and that the AGENCY shall be fully responsible for any eligible expenditures that exceed LACMTA's contribution and that Participating Agencies are not entitled to payment of any eligible expenses that exceed LACMTA's contribution. Any unexpended Funds after September 30, 2020, unless an extension is requested in writing by AGENCY and approved by LACMTA, shall no longer be available to the AGENCY.

III. PAYMENT

A. LACMTA shall reimburse AGENCY an aggregate amount not to exceed \$700,000 for amounts invoiced with proper documentation within 30 working days of receipt of an acceptable invoice. AGENCY is responsible for pass-through payments to the Participating Agencies. Failure of a Participating Agency to abide by the terms and conditions of this Agreement or failure to perform the work set forth in the Scope of Work may result in LACMTA denying payment or excluding any further participation of the defaulting Participating Agency under this Agreement, along with any subsequent payments to it. AGENCY is advised to make payment to a Participating Agency only after payment is made to AGENCY by LACMTA.

B. LACMTA shall only reimburse eligible expenditures. LACMTA reserves the right to reject expenses submitted by AGENCY that it deems out of scope. Equipment including vehicles, computer hardware and software are not eligible expenditures and shall not be reimbursed with the Funds.

C. Any Funds expended by AGENCY prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the AGENCY Funding Commitment requirement, without the prior written consent of LACMTA. AGENCY Funding Commitment dollars expended prior to the Effective Date shall be spent at AGENCY'S own risk.

IV. INDEMNIFICATION

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

V. INSURANCE

AGENCY shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons, or damages in property which may arise from on in conjunction with the performance of the work hereunder by the AGENCY, their

agents, representatives, employees or subcontractors. As respects Professional Liability, coverage must be maintained and evidenced provided, for two years following expiration of the Agreement.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (concurrency form CG0001).
2. Insurances Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

AGENCY shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or
2. Other form with a general aggregate limit is used, the general aggregate limits shall be twice the required occurrence limit of \$2,000,000. Products/ Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
3. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
5. Professional Liability: \$1,000,000 per occurrence.

C. OTHER INSURANCE PROVISIONS

The insurance policies required per the terms of the agreement are to contain, or be endorsed to contain, the following provisions:

1. LACMTA, its subsidiaries, officials and employees are to be covered as additional insured as respects liability arising out of the activities performed by or on behalf of the AGENCY; products and completed operations of the AGENCY; premises owned, occupied or used by the AGENCY; or automobiles owned, leased, hired or borrowed by the AGENCY. The general liability coverage shall also include contractual, personal injury, independent

contractors and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.

2. For any claims related to this Agreement, insurance provided by the AGENCY shall be primary as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA shall be in excess of any program of insurance afforded by the AGENCY and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.
4. The program of insurance provided by the AGENCY shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy is required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to LACMTA.
6. Worker's Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA.
7. Professional Liability insurance shall be continued, and evidence provided to LACMTA, for two years following expiration of the contract.
8. Coverage provided for two years in the event of cancellation or non-renewal.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Notwithstanding anything to the contrary, the insurance requirements contained herein may be met with a program of self insurance.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with California admitted, or non-admitted carriers approved by the California Department of Insurance. All carriers must have a current A.M. Best's rating of no less than A-VII, unless otherwise approved by LACMTA. This section does not apply to a self-insured agency.

F. VERIFICATION OF COVERAGE

AGENCY shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized to attest to validity of coverage and protections afforded LACMTA. All documents are to be received and approved by LACMTA before work commences. If requested by LACMTA, AGENCY shall submit copies of all required

insurance policies, including endorsements affecting the coverage required by these specifications.

G. SUBRECIPIENTS AND SUBCONTRACTORS

AGENCY shall include all subrecipients or subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subrecipient or subcontractor. All coverages for subrecipients or subcontractors shall be subject to all of the requirements stated herein. If requested by LACMTA, the AGENCY shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. The Participating Agencies are considered subrecipients.

VI. RECORD RETENTION

A. AGENCY shall maintain all source documents, books and records connected with its performance and all work performed under this Agreement for three (3) years.

B. LACMTA, and/or its designee, shall have the right to conduct audits of the Project as needed. AGENCY agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). AGENCY shall reimburse LACMTA for any expenditure not in compliance with this Agreement. The allowability of costs for AGENCY's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for AGENCY's contractors, consultants and suppliers expenditures submitted to LACMTA through AGENCY's Quarterly Progress Reports and Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require AGENCY to return monies to LACMTA, AGENCY agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

VII. COMMUNICATIONS

A. AGENCY 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.

B. 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.

C. 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.

D. AGENCY 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.

E. The LACMTA Project Manager shall be responsible for monitoring AGENCY compliance with the terms and conditions of this Section. AGENCY 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.

VIII. DEFAULT

A Default by AGENCY under this Agreement is defined as any one or more of the following:

1. AGENCY fails to comply with the terms and conditions contained in this Agreement; or
2. AGENCY fails to perform satisfactorily any of the responsibilities identified in Attachment A.

IX. REMEDIES

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

B. Effective upon receipt of written notice of termination from LACMTA, AGENCY shall not undertake any new work or obligation with respect to this Agreement.

C. 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.

D. In the event of any termination, LACMTA shall reimburse AGENCY for properly invoiced work performed prior to the date of termination.

X. ASSIGNMENT OF AGREEMENT

A. AGENCY is without right to and shall not assign this Agreement or any part thereof or any monies due hereunder without the prior written consent of LACMTA, which shall not be unreasonably withheld. All AGENCY and Participating Agencies' agents, contractors and subcontractors directly working on and receiving monies from this Agreement require prior written approval by LACMTA and shall be bound by the terms of this Agreement.

XI. MISCELLANEOUS

A. California State law shall govern this Agreement. 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, unless any of the stated purposes of the Agreement would be defeated.

B. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives for the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

C. This Agreement contains the entire understandings between the Parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of the Agreement.

D. The covenants and agreements of this Agreement shall inure to the benefits of, and shall be binding upon, each of the Parties and their respective successors and assignees.

E. Both Parties shall comply with all applicable laws, regulations and policies.

F. Neither AGENCY nor LACMTA shall assign this Agreement, or any part thereof, without the written consent of the other party. Any assignment without such written consent shall be void and unenforceable.

G. Any notice required or permitted under this Agreement shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

Fanny Pan, Senior Director
Transit Corridors Planning Division
Countywide Planning and Development Department
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mailstop: 99-22-4
Los Angeles, CA 90012

Jack Joseph, Deputy Executive Director
Gateway Cities Council of Governments
16401 Paramount Blvd.
Paramount, CA 90723

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
for Phillip A. Washington
Chief Executive Officer

Date: 10/6/17

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: Mary Wickham
Deputy

Date: 10/3/17

AGENCY:

GATEWAY CITIES COUNCIL OF GOVERNMENTS

By: Johnny Pineda
Johnny Pineda
President

Date: 10-4-17

APPROVED AS TO FORM:

By: Richard D. Jones
for Richard D. Jones
General Counsel

Date: 10/4/17

**ATTACHMENT A
COLLABORATIVE EFFORT FRAMEWORK
AND SCOPE OF WORK**

Parties to the Collaborative Effort

1. LACMTA – Los Angeles County Metropolitan Transportation Authority
2. AGENCY - Gateway Cities Council of Governments
3. Participating Agencies:
 - Eco-Rapid Transit JPA (the City of Bellflower will act as the fiscal agent for processing of expenditures per the existing Memorandum of Understanding between Eco-Rapid Transit JPA and City of Bellflower); and
 - Participating Cities: Artesia, Bell, Bellflower, Bell Gardens, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate, and Vernon. (City of Cerritos chooses not to participate.)

Background

- June 2016 –A “near-term” Funding Agreement not-to-exceed \$230,800 was entered into between LACMTA and the AGENCY (led by Eco-Rapid Transit JPA) to conduct Sustainable TOC Predevelopment and Planning activities, including Conceptual Station Area Land Use Planning Studies for stations in Cerritos, South Gate and Paramount, and Visioning Planning Studies for the City of Vernon Station.
- Eco-Rapid Transit JPA’s members (Artesia, Bellflower, and Downey) have received LACMTA TOD Grants and are in process of preparing station area plans.
- September 2016 - the LACMTA Board authorized entering into an agreement with the AGENCY for participation in the Project in the amount not-to-exceed \$700,000.
- October 2016 – FTA awarded TOD Planning Pilot Program Grant to LACMTA to conduct the WSAB Transit Corridor TOD Strategic Implementation Plan in partnership with the City of South Gate and the Eco-Rapid Transit JPA.

Familiarity Required Existing and Pending Complementary Reference Material

The goal of the Collaborative Effort framework is to create consistency in all studies and activities relating to the Project and avoid duplication of efforts. In developing studies and activities relating to the Project, AGENCY and each Participating Agency shall be familiar with existing and pending complementary reference material as set forth herein, and all scopes of work will be reviewed and approved by LACMTA.

1. Approach and Scope of Work (SOW)

- The development of a SOW shall consider, and to the extent practicable, build upon the framework developed in the WSAB Sustainable Transit Corridor – Phase 1 Near-term Agreement regarding pre-development Transit-oriented Communities (FA#: 920000000FACGGC02). To the extent practicable, all work shall be coordinated with the preparation of the Project and complement the recommendations and findings from prior studies and documents applicable to the Project, including the WSAB TOD Handbook; Caltrans Environmental Justice Assessment; South Gate Station Conceptual Plan; Bellflower Mixed Use Zone Plan; Cerritos Station TOD District; Huntington Park Focused General Plan Update; Rancho Los Amigos South Campus Specific Plan; Bellflower Station Specific Plan; Artesia International Downtown Specific Plan; AECOM Land Use Studies located in Cudahy, Downey, South Gate, and Huntington Park; Conceptual Land Use Planning Studies for stations in Cerritos, South Gate, and Paramount; and Visioning Planning Studies for the City of Vernon Station.
 - An FTA-awarded TOD Planning Pilot Program Grant for the WSAB Transit Corridor TOD Strategic Implementation Plan is available as a reference and resource. A separate partnership agreement is anticipated to be executed for work related to this grant.
2. Prior Studies to Reference and Integrate as Available Information to Assist in Project Coordination Efforts
- 2011-2015 – \$276,000 FHWA Pass-through Grant for AECOM Land Use Studies for stations located in Cudahy, Downey, South Gate, and Huntington Park.
 - 2011 -2013 - \$213,840 Caltrans Environmental Justice Planning Grant that assessed community impacts and addressed environmental justice goals and objectives relative to the development of the OLDA transit corridor. The project focused on providing regional connectivity to cities located in the project area with surrounding communities. It included the cities of South Gate, Huntington Park, Bell, Cudahy, Maywood and Bell Gardens. LACMTA, AGENCY and Participating Agencies agree to consider or include the environmental justice goals as addressed by the Caltrans Environmental Justice Plan.
 - 2012-2015 – Eco-Rapid Transit JPA and member cities have received \$1.8 million in TOD planning grant funded by a combination of Measure R 2% and Measure R 3% funds for the WSAB TOD Handbook, Huntington Park Focused General Plan Update, Rancho Los Amigos South Campus Specific Plan, Bellflower Station Specific Plan, and the Artesia International Downtown Specific Plan.
 - Cities have received SCAG COMPASS and Sustainability Planning Grants for projects in South Gate, Bellflower and Cerritos.
3. Coordination with Environmental Study (Project)

- Both the TOC and EIS/EIR must recognize that light rail is the build alternative under study. It will be critical that work related to the TOC be closely coordinated with the Project directed for analysis by the Board in September 2016, with respect to the opportunities resulting from the light rail alignment and stations on land use. This will ensure that:
 - a) key assumptions regarding the project's cost, scope and schedule that may emerge from the Environmental Study (Project) are aligned with the TOC scope, as the planning and implementation of viable Transit Oriented Developments necessarily pivots on the scope and timing of the transit investment at its core, such that putting in place the framework for TOC in preparation for the light rail investment maximizes the opportunity; and
 - b) outreach activities with the community, essential to both the environmental study and TOC efforts are optimized, in coordination with LACMTA's outreach activities, to ensure that input of the community is appropriately reflected in both efforts.

Roles and Responsibilities of AGENCY, Participating Agencies, and LACMTA

1. AGENCY

- Review invoices and quarterly reports of the Participating Agencies for accuracy and compliance with the terms of the Agreement.
- Submit invoices and quarterly reports in a timely manner to LACMTA for itself and on behalf of the Participating Agencies.
- Facilitate, in a manner approved by the LACMTA Project Manager and within the approved budget for AGENCY participation, the Participating Agencies in completing the scope of work of the Agreement.

2. Participating Agencies

- Perform activities relating to the scope of work of the Agreement in compliance with all terms and provisions of the Agreement.
- Support and facilitate LACMTA on outreach activities
- Timely prepare and submit to AGENCY invoices and quarterly reports, as well as any other record required by the Agreement.
- Coordinate with LACMTA and its member agencies within the Project area
- Work with LACMTA in a collaborative manner in conducting tasks, roles and responsibilities required by the Agreement.

3. LACMTA

- Lead agency, Project owner and Project manager.
- Outreach activities lead.

- Public “face” of the Project and outreach activities.
- Provide funding and make timely payments as set forth in the Agreement.

Communication

1. Collaborative Effort Protocol

- **Project Team Meetings:** LACMTA will convene internal project team meetings for purposes of overseeing Project management and Project coordination. These are internal and confidential meetings that are only open to Eco-Rapid Transit JPA upon invitation by LACMTA. These meetings are intended to discuss consultant performance, schedules, other activities including draft materials and discussions not to be discussed or disseminated with other parties without the express consent of LACMTA. LACMTA recognizes the value of coordination and Eco-Rapid Transit JPA as a resource in furthering the Project.
- AGENCY and Participating Agencies shall limit meeting attendees to necessary participants who actively participate by way of providing useful information for the Project, and serve a vital coordination role during or resulting from the meeting.
- Formation of Committees to facilitate timely communication and effective decisions:
 - Technical Advisory Committee (TAC) – The LACMTA-led TAC will hold coordinated meetings and regular working group meetings. The TAC consists of task-appropriate managers and technical staff from LACMTA, AGENCY, and Participating Agencies.
 - Policy and Oversight Committee (POC) – The POC will provide input to the TAC. The POC will oversee activities to assure the project stays on schedule and milestones are met. The POC will consist of LACMTA’s Senior Executive Officer and Executive Officer, and Eco-Rapid Transit JPA’s Executive Director or Designee(s). Policy direction as needed will be provided by LACMTA’s Chief Planning Officer, and Eco-Rapid Transit JPA’s Executive Director and Designee.

2. Communication Points of Contact

- All communication to LACMTA shall be to both the Project Manager as Project lead and Communications Project Manager as communications lead.
- All communications to AGENCY that are not notices pursuant to the Agreement and/or Eco-Rapid Transit JPA shall be to Eco-Rapid Transit JPA’s Executive Director or designee.

3. Collaborative Working Relationship Established

- Parties acknowledge, understand and agree that a collaborative working relationship promotes the interests of all parties to the Collaborative Effort in achieving common Project goals. Concerns, problems, or conflicts in with regard

to the working relationship in administering the Agreement shall first be communicated to the points of contact above. If still needed, Parties and Participating Agencies will elevate issues to LACMTA's supervising Senior Executive Officer for resolution and advise the points of contact accordingly. This protocol applies to the AGENCY and the Participating Agencies.

Schedule/Timeline

AGENCY and Participating Agencies must coordinate with LACMTA throughout the Project schedule.

Judicious Use of Monies

Parties understand and agree that the monies allocated in this Agreement shall be expended consistent with the terms and conditions of the Agreement. LACMTA reserves the right to reject expenses submitted by AGENCY that it deems out of scope. AGENCY, Participating Agencies and LACMTA will collaborate and agree upon work tasks and receive LACMTA's approval of work before undertaking it to ensure a mutual understanding of judiciously using monies.

Collaborative Effort Scope of Work:

- Pursuant to Item 12D approved by the LACMTA Board of Directors at its September 22, 2016 meeting, AGENCY will provide third party administration services, pursuant to the terms of the Agreement, for the Cities of Artesia, Bell, Bellflower, Bell Gardens, Cudahy, Downey, Huntington Park, Lakewood, Lynwood, Maywood, Paramount, South Gate, and Vernon to participate in the environmental clearance study for the West Santa Ana Branch Transit Corridor, led by Eco-Rapid Transit JPA. AGENCY's third party administration will include the management of the \$700,000 Project funds, as allocated below, to support the Participating Cities' review of environmental documents and technical report deliverables resulting from Project work and participation on the Project Technical Advisory Committee (TAC)/Working Group (WG) in support of the Project. Participating Agencies and LACMTA should collaborate and agree upon appropriate TAC meetings.
- AGENCY and Participating Agencies will perform the AGENCY roles and responsibilities outlined above.

Project Funding Allocation (not to exceed):

	Budget
Gateway Cities COG (AGENCY)	\$100,000
Artesia	\$ 28,000
Bell	\$ 17,000
Bellflower	\$ 44,000
Bellflower – Eco-Rapid Transit JPA	\$298,000
Bell Gardens	\$ 12,000
Cudahy	\$ 22,000
Downey	\$ 24,000
Huntington Park	\$ 28,000
Lakewood	\$ 8,000
Lynwood	\$ 12,000
Maywood	\$ 17,000
Paramount	\$24,000
South Gate	\$ 28,000
Vernon	\$ 28,000
Remaining Funds for AGENCY and LACMTA to mutually determine how to distribute to the above	\$ 10,000
Total	\$ 700,000