

**FOOTHILL EXTENSION PHASE 2B FUNDING AGREEMENT  
GLENORA TO CLAREMONT**

This Foothill Extension Phase 2B Funding Agreement (“**Agreement**”) is dated for reference purposes only [\_\_\_\_\_], 2017 and is by and between the Los Angeles County Metropolitan Transportation Authority (“**LACMTA**”) and the Metro Gold Line Foothill Extension Construction Authority (“**Recipient**”) for the Metro Gold Line Foothill Extension Phase 2B (Glendora to Claremont) (referred to herein as “**Phase 2B**” or the “**Project**”); LACMTA Measure M ID#[\_\_\_\_\_] and FTIP# [\_\_\_\_\_].

WHEREAS, the parties entered into that certain Amended and Restated Foothill Extension Funding Agreement dated for reference purposes June 15, 2011, which was amended by (i) that certain First Amendment to Amended and Restated Foothill Extension Funding Agreement dated for reference purposes November 2, 2011, (ii) that certain Second Amendment to Amended and Restated Foothill Extension Funding Agreement dated for reference purposes July 11, 2012, (iii) that certain Third Amendment to Amended and Restated Foothill Extension Funding Agreement dated for reference purposes August 3, 2012, (iv) that certain Fourth Amendment to Amended and Restated Foothill Extension Funding Agreement dated for reference purposes only October 28, 2013, and (v) that certain Fifth Amendment to Amended and Restated Foothill Extension Funding Agreement dated for reference purposes only September 1, 2015 (as amended, the “**Foothill Extension Phase 2A Funding Agreement**”);

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 16, 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 January 1, 2017. The Ordinance imposed a transaction and use tax to be collected within the County of Los Angeles and to be used for public transit projects, including, without limitation, the Project.

WHEREAS, pursuant to the Ordinance, LACMTA shall expend \$1,019,000,000 in Measure M funds on Phase 2B commencing no earlier than July 1, 2018 except for expenditures for preconstruction costs which may commence earlier.

WHEREAS, the Ordinance also identifies \$78,000,000 for the Project from 2016-2067 Local, State, Federal, Other Funding. LACMTA intends to apply for Cap and Trade funds from the State to cover this amount. LACMTA expects to know whether Cap and Trade funds will be made available for the Project in June 2018 and this Agreement will be amended accordingly.

WHEREAS, the Ordinance also includes a 3% local match requirement which is estimated to be \$42,206,122 (the “**Recipient Funding Commitment**”). Recipient intends to fulfill this commitment as set forth in **Section B8.1** of this Agreement.

WHEREAS, there is estimated \$96,467,000 budget remaining from Measure R funds provided under the Foothill Extension Phase 2A Funding Agreement which were approved to be used on Phase 2B. The Measure R Ordinance, Ordinance 08-01, and the Ordinance are collectively referred to as the “**Ordinances**.” LACMTA desires to close out the Foothill Extension Phase 2A Funding Agreement and therefore once the work on Phase 2A is complete,

LACMTA will move the actual remaining budget to this Agreement along with any amounts already expended against that remaining budget. Therefore, even though the Phase 2B costs may have been incurred under the Foothill Extension Phase 2A Funding Agreement, they will be deemed to have been incurred under this Agreement.

WHEREAS, Recipient desires an additional \$138,000,000 for the Project and an additional \$33,197,635 is needed to cover LACMTA Project Costs in excess of what was needed in Phase 2A. LACMTA intends to apply for Cap and Trade funds from the State to cover this amount. LACMTA expects to know whether Cap and Trade funds will be made available for the Project in June 2018 and this Agreement will be amended accordingly.

WHEREAS, Recipient desires that the Project extend into San Bernardino and terminate at the proposed Montclair station (the “**Montclair Extension**”). However, the Montclair Extension has not been approved by the LACMTA Board, has not been fully funded and requires agreement by the applicable cities and agencies in San Bernardino County. At this time, Recipient is preparing plans that include the Montclair Extension and that portion of the plans is being paid by the City of Montclair. LACMTA and Recipient intend that the Funds provided under this Agreement will not be used for any portion of the Montclair Extension and a written amendment to this Agreement will be required that specifically authorizes Recipient to use Funds on the Montclair Extension before any portion of the Funds can be used on the Montclair Extension.

WHEREAS, Recipient and LACMTA desire to enter into this Agreement for LACMTA to grant the Funds, as defined herein, to Recipient for the Project, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

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

1. Specific Terms of the Agreement
2. General Terms of the Agreement
3. Attachment A – Final Unified Cost Management Process and Policy
4. Attachment B - Project Funding
5. Attachment C – Expenditure Plan – Cost & Cash Flow Budget
6. Attachment D - Scope of Work
7. Attachment E – Bond Requirements
8. Attachment F - Federal Transportation Improvement Program (FTIP) Sheet
9. Attachment G - Reporting and Expenditure Guidelines

10. Attachment G1 - Monthly Progress/Expenditure Report
11. Attachment G-2 – LACMTA Monthly Progress/Expenditure Report
12. Attachment H – Extra Allowable Costs List
13. Attachment I – Metro’s First/Last Mile Policy for Major Transit Corridors
14. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

*[signature page follows]*

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

LACMTA:

RECIPIENT:

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY

METRO GOLD LINE FOOTHILL  
EXTENSION CONSTRUCTION  
AUTHORITY

By: \_\_\_\_\_  
Phillip A. Washington  
Chief Executive Officer

By: \_\_\_\_\_  
Habib F. Balian  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

Nossaman LLP

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Alfred E. Smith, II  
General Counsel

SPECIFIC TERMS OF THE AGREEMENT

A1. Title of the Project (the "**Project**"): Metro Gold Line Foothill Extension Phase 2B (Glendora to Claremont). The Project has been assigned LACMTA Measure M ID# [\_\_\_\_\_] and FTIP# LA[\_\_\_\_\_].

A2. Project Funding.

A2.1 Pursuant to LACMTA Board Action on [INSERT DATE], 2017, LACMTA has made to Recipient a one-time grant in the amount of \$1,364,664,635 for the Project less LACMTA Project Costs, as defined in **Section B7**, and subject to the provision of Sections A2.2 and its subsections below. The Measure M Funds and the Measure R Funds, as defined below, are referred to herein collectively as the "**Funds**". The amount of the Funds less the LACMTA Project Costs are referred to as the "**Gold Line Fund Amount**".

A2.2 The \$1,364,664,635 shall be paid from the following fund sources:

A2.2.1 \$1,019,000,000 from Measure M funds (the "**Measure M Funds**"). Recipient may expend the Measure M Funds commencing no earlier than July 1, 2018, except Recipient may expend Measure M Funds for preconstruction costs beginning July 1, 2017 with the understanding that such costs cannot be reimbursed until the State Board of Equalization makes the first Measure M distribution to LACMTA in the fall of 2017.

A2.2.2 \$249,197,635 from proposed Cap and Trade Funds from the State of California ("**Cap and Trade Funds**"). This amount includes \$78,000,000 referenced in the Ordinance as 2016-2067 Local, State, Federal, Other Funding, \$33,197,635 needed to cover LACMTA Project Costs in excess of what was needed in Phase 2A and \$138,000,000 additional funding ("**Additional Funding**") requested by Recipient. Recipient understands LACMTA needs to apply for the Cap and Trade Funds from the State of California first and LACMTA does not expect to know until after July 2018 whether the Cap and Trade Funds will be made available for the Project. LACMTA will make such application a first priority for Cap and Trade Funds.

If the Cap and Trade Funds are not sufficient to cover the entire \$249,197,635, then LACMTA and Recipient shall both use good faith efforts to review their respective Project budgets and determine whether any cost savings are achievable through elimination of any project scope or services agreed to be unnecessary or not as much as originally anticipated. If after any reduction in the Project LOP, there is still a shortfall in the Cap and Trade Funds and LACMTA continues to include budget in the LACMTA Project Costs for LACMTA Requested Betterments, then LACMTA shall be responsible for funding the budget for all the LACMTA Requested Betterments in the LACMTA Project Costs from sources other than the Funds. If after any reduction in the Project LOP and subtracting the amount for any LACMTA Requested Betterments included as LACMTA Project Costs there is still a shortfall of Cap and Trade Funds, then LACMTA will determine whether any other eligible surplus funds are then available to fund the remaining balance. If after any reduction in the Project LOP and subtracting the amount for

any LACMTA Requested Betterments included as LACMTA Project Costs and subtracting any other funds then available, and there is still a shortfall, then LACMTA shall seek to fund one-third of the remaining balance and LACMTA and Recipient shall work together and jointly approach the San Gabriel Valley subregion for funding two-thirds of the remaining balance from any eligible Measure M Subregional Program listed in the Multi-Year Subregional Programs section of the Measure M Expenditure Plan and coded “sg”fund in the “Subregion: column of that section (“**Subregional Funds**”) or from the San Gabriel Valley share of the “Subregional Equity Program on Line 68 and as noted in footnote “s” of that Expenditure Plan; and then if after following the process described in this section, there are still insufficient funds to cover the remaining balance, then Recipient shall comply with the LACMTA Final Unified Cost Management Process and Policy.

Once it is determined how all or a portion of the \$249,197,635 is to be funded, including, any reduction in the Project LOP and any reduction in the LACMTA Requested Betterments and/or the Estimated Amount, LACMTA and Recipient shall amend this Agreement accordingly which amendment will be limited in scope to (i) redefine the term “Funds” to include the portion of the \$249,197,635 which is fully funded, (ii) make necessary revisions to the provisions expressly mentioning the \$249,197,635, (iii) revising any amounts that may have been modified with the reduction process, including, the amount of the Cap and Trade Funds, the Project LOP, LACMTA Requested Betterments and the Estimated Amount, and (iv) include any additional terms and conditions required by the funding source. Once this Agreement is so amended, Recipient shall then be authorized to spend the portion of the \$249,197,635 which is fully funded.

A2.2.3 The estimated \$96,467,000 budget remaining from Measure R funds (the “**Measure R Funds**”) provided under the Foothill Extension Phase 2A Funding Agreement which were approved to be used on Phase 2B. LACMTA has moved this remaining budget to this Agreement along with any amounts already expended against that estimated \$96,467,000 budget. Therefore, even though the costs may have been incurred under the Foothill Extension Phase 2A Funding Agreement, they will be deemed to have been incurred under this Agreement.

### A3. Disbursement of Funds.

A3.1 Subject to the terms and conditions contained herein, the Funds shall be paid monthly to Recipient on a reimbursement basis not to exceed in the aggregate the Gold Line Fund Amount. Recipient must provide the appropriate supporting documentation with the Monthly Progress/Expenditure Report. Recipient shall submit the Monthly Progress/Expenditure Report and, notwithstanding the approval process in **Section B5.1**, will be reimbursed by LACMTA within thirty (30) days after LACMTA’s receipt of each Monthly Progress/Expenditure Report submittal. In the event that LACMTA questions the content of the Monthly Progress/Expenditure Report, or the adequacy of the report or of any supporting documentation, notwithstanding the approval process in **Section B5.1**, LACMTA shall timely pay the disputed amount, together with any undisputed amount. Concurrently with payment of the disputed amount, and notwithstanding payment of the disputed amount, LACMTA shall notify Recipient of the dispute, together with its assessment of what documentation is required in order to resolve the dispute. If Recipient is unable or otherwise fails to provide documentation reasonably acceptable to LACMTA within thirty (30) days after receipt of notice of the dispute

from LACMTA, the dispute shall be resolved in accordance with the dispute resolution process set forth in **Section B12.2**. If the final outcome of that dispute resolution process is adverse to Recipient, LACMTA may reduce the disallowed amount from the next disbursement to Recipient first occurring after final resolution of the dispute.

A3.2 Notwithstanding the foregoing, the first Twenty Million Dollars (\$20,000,000) (the “**Phase 2B Working Capital Advance**”) of Funds payable to Recipient shall not be provided on a reimbursement basis but shall be distributed to Recipient at no interest upon receipt by LACMTA of an invoice requesting the disbursement. Any such disbursement must be for eligible Project expenses. The intent of the parties is that Recipient utilize the Phase 2B Working Capital Advance as a working capital advance to pay valid invoices it receives within 30 days after receiving such invoices and in advance of receiving from LACMTA the corresponding reimbursement of the amounts included on such invoices. Recipient shall provide appropriate documentation regarding eligibility of expenditures from the Phase 2B Working Capital Advance when the Project is complete, in a similar format and detail as that provided in the Monthly Progress/Expenditure Report. Recipient shall keep the Phase 2B Working Capital Advance in an interest bearing account. Any interest earned by Recipient on the Phase 2B Working Capital Advance shall be subject to the same use restrictions that apply to the Funds under **Section B3** and such interest amounts shall be counted toward the \$96,467,000 grant of Measure R Funds. Pursuant to **Section B5**, Recipient shall include in the Monthly Progress/Expenditure Report any interest earned on the Phase 2B Working Capital Advance and credit such interest earned for the month against the requested invoiced amount payable by LACMTA. Recipient shall return to LACMTA any Phase 2B Working Capital Advance plus interest remaining in its possession at “Completion of Phase II of the Project” as that term is defined in that certain Los Angeles-Pasadena Metro Blue Line Governmental Purpose Property Trust Agreement dated entered into as of August 19, 1999 (the “**Trust Agreement**”).

A4. The “Project Funding” documents all sources of funds programmed for the Project as approved by LACMTA and is attached as **Attachment B** to this Agreement. The Project Funding includes the total budget for the Project, including the Funds granted by LACMTA and the Recipient Funding Commitment, as more particularly described in **Section B8.1**. Recipient shall submit updates to the Project Funding if there is any change. Recipient cannot make any change to the Project Funding that would require an increase or acceleration in the Funds without LACMTA’s written approval, including any changes to the Recipient Funding Commitment.

A5. **Attachment C** is the “Expenditure Plan - Cost & Cash Flow Budget” (the “**Expenditure Plan**”) which documents the proposed cash flow and budget for the Funds; as well as the fiscal year the Funds are expected to be expended. Recipient shall submit annually to LACMTA, no later than February 1 of each year (the “**Annual Review**”), a current and up to date **Attachment C** for LACMTA’s budget and programming purposes. This Annual Review is important for the Parties to timely and properly plan for the Funds anticipated to be needed by both LACMTA and Recipient for their respective Project costs in the upcoming fiscal year. During the Annual Review, the parties shall identify any changes, if necessary, to the Expenditure Plan. At all times during the term of this Agreement, Recipient and LACMTA shall comply with the Ordinances.

A5.1 Recipient cannot make any change to the Expenditure Plan that would require an increase or acceleration in the Funds or LACMTA Project Costs without LACMTA’s written

approval. With regard to the Gold Line Fund Amount, Recipient may transfer funds between Project budget line items within a fiscal year or make changes across fiscal years which are cost neutral without LACMTA approval. With regard to the LACMTA Project Costs, LACMTA may transfer funds between Project budget line items within a fiscal year or make changes across fiscal years which are cost neutral without Recipient approval.

A6. Recipient shall complete the Project as generally described in the “Scope of Work” and in accordance with the Master Cooperative Agreement for Phase 2B (“MCA”), dated [INSERT DATE]. The Scope of Work for the Project is attached to this Agreement as **Attachment D**. The Scope of Work includes a description of the Project, Project milestones, and a Project schedule with an estimated completion date. Work shall be delivered in accordance with that Project schedule unless otherwise agreed to by the Parties in writing. Concurrently with this Agreement, LACMTA and Recipient are entering into that certain MCA, which describes the guidelines and mechanism by which LACMTA will participate in the Project. The MCA sets forth a description of the Project, and a process for LACMTA review of the design and construction of the Project. In the event of any conflict between the Scope of Work attached to this Agreement as **Attachment D** and the description of the Project in the MCA, as the Project now exists or evolves pursuant to the processes set forth in the MCA, the description of the Project in the MCA shall control. Any changes to the Project or the Scope of Work resulting from the process and procedures set forth in the MCA do not require an amendment of this Agreement and the Scope of Work attached hereto shall be deemed automatically amended in accordance with those changes.

A7. 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 and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the “**Bonds**”) to provide at least a portion of its funding commitments under this Agreement to Recipient. Recipient shall ensure that the expenditure of the Funds disbursed to Recipient does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment E** to this Agreement. Recipient 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, Recipient 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.

A8. Nothing in the Agreement shall be construed as requiring the Board of Directors of Recipient to commence eminent domain proceedings or seek an order for possession as to any parcel of land, and Recipient may, in its sole discretion, determine not to commence eminent domain proceedings or to seek an order for possession as to any parcel of land.

A9. Six (6) months before the Phase 2B Revenue Operation Date, as defined in the MCA, the parties shall meet to initiate transfer of the property subject to the Trust Agreement for the Project.



A10. All approvals and determination of either party required hereunder shall not be unreasonably withheld.

A11. The "FTIP PROJECT SHEET (PDF)" is attached as **Attachment F** and is required to ensure that the Project is programmed correctly in the most up-to-date Federal Transportation Improvement Program ("FTIP") document. The FTIP PROJECT SHEET (PDF) can be found in LACMTA's federal TIP amendment Request No. 17-10, which is intended to be submitted to SCAG in early July 2017. All projects that receive Measure M funding must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. Recipient shall review the Project in Program Metro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Recipient will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through Program Metro should be made as soon as possible after Recipient is aware of any changes to the Project.

A12. **Attachment G** is the Reporting & Expenditure Guidelines for the Project, which together with the Scope of Work defines the Project expenses eligible for reimbursement under this Agreement. The Monthly Progress/Expenditure Report is attached to this Agreement as **Attachment G-1** and the LACMTA Monthly Progress/Expenditure Report is attached to this Agreement as **Attachment G-2**.

A13. No changes to the (i) grant amount, (ii) Project Funding (except as set forth in **Section A4**), (iii) Expenditure Plan (except as set forth in **Section A5**), (iv) the Scope of Work (except as set forth in **Section A6**), or (v) FTIP Project Sheet, shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Recipient. Modifications that do not materially affect the terms of this Agreement do not require LACMTA approval. Non-material changes are those changes that do not affect the grant amount, the amount of the Funds, the Scope of Work, including schedule (except as set forth in **Section A6**), or the FTIP Project Sheet.

A14. **Parties' Addresses**

A14.1. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, Mail Stop 99-16-6  
Los Angeles, CA 90012  
Attention: Mr. Rick Meade  
Executive Officers, Projects Engineering  
MeadeR@metro.net

A14.2. Recipient's Address:

Metro Gold Line Foothill Extension Construction Authority  
406 E. Huntington Drive, Suite 202  
Monrovia, California 91016  
Attn: Mr. Habib F. Balian

Chief Executive Officer  
hbalian@foothillgoldline.org

A15. Recipient shall provide reasonable visibility into the cost, schedule and change status of the Project. Recipient shall allow the LACMTA Project Management Information System (“PMIS”) Designee (upon designation by LACMTA and approval by Recipient’s CEO) reasonable access to Recipient’s PMIS, as needed. LACMTA will formally designate a member of its Project Administration staff as the person authorized to access Recipient’s PMIS on behalf of LACMTA pursuant to this Agreement (the “**LACMTA PMIS Designee**”), and inform Recipient’s CEO upon making the designation. Recipient’s CEO shall not unreasonably withhold approval of the LACMTA PMIS Designee. LACMTA shall not change the LACMTA PMIS Designee more frequently than annually, without prior written approval from Recipient’s CEO. Nothing in this **Section A14** shall be interpreted to (a) grant LACMTA any audit rights or rights to information not authorized by other provisions of this Agreement; (b) require Recipient to include in its PMIS any information that Recipient would not otherwise include; or (c) provide access to Recipient’s internal accounting system.

A16. LACMTA has adopted LACMTA Final Unified Cost Management Process and Policy for projects funded under Measure R and which is attached as **Attachment A**. LACMTA intends to prepare a similar policy for Measure M projects or a replacement policy that will apply to both Measure R and Measure M projects. As both Measure R Funds and Measure M Funds are being used for Phase 2B, Recipient shall comply with the existing Measure R policy, as may be amended by the LACMTA Board, and the Measure M policy as adopted by the LACMTA Board. LACMTA and Recipient shall amend this Agreement accordingly to incorporate any LACMTA Board adopted revised Measure R cost management policy and/or Measure M cost management policy.

A17. LACMTA acknowledges that Recipient is preparing plans that include the Claremont Station as the terminus and the Montclair Extension and that the Montclair Extension portion of the plans is being paid by the City of Montclair. Recipient acknowledges and agrees that the Funds provided under this Agreement will not be used for any portion of the Montclair Extension and a written amendment to this Agreement will be required that specifically authorizes Recipient to use Funds on the Montclair Extension before any portion of the Funds can be used on the Montclair Extension.

GENERAL TERMS OF THE AGREEMENT

B1. TERM: The term of this Agreement shall commence on the date this Agreement is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Recipient.

B2. INVOICE BY RECIPIENT: The Monthly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in **Section B5.1** of this Agreement, and other documents as required by this Agreement, shall satisfy LACMTA invoicing requirements. Recipient shall send the Monthly Progress/Expenditure Reports with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P. O. Box 512296  
Los Angeles, CA 90051-0296

Alternatively, Recipient may submit the Monthly Progress/Expenditure Report and other documents required by this Agreement electronically (in an electronic format acceptable to LACMTA's Accounts Payable Department) to:

ACCOUNTS PAYABLE  
accountspayable@metro.net

with a copy to:  
Alex Lampros  
lamprosa@metro.net

B3. USE OF FUNDS:

B3.1. Recipient shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinances. Recipient shall make good faith efforts to cause the total expenditure of Funds to not exceed the applicable amounts set forth in **Section A2**.

B3.2. The Funds allocated under this Agreement can only be used towards Project costs consistent with the Modified OMB A-87 (defined in **Section B6.1**). Any activity or expense charged above and beyond the Scope of Work is considered ineligible and will not be reimbursed by the LACMTA unless prior written authorization has been provided by the LACMTA Chief Executive Officer or his designee.

B3.3. Recipient shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, Recipient shall not use the Funds for any lobbying or, to

the extent LACMTA provides Recipient with bond or commercial paper proceeds (as set forth in **Section A7**), Funds may not be used to reimburse for any costs that jeopardize the tax-exempt nature of such financings as reasonably determined by LACMTA and its bond counsel, or any expenses or activities above and beyond the approved Scope of Work (**Attachment D**) without an amendment to this Agreement approved and signed by the LACMTA Chief Executive Officer or his designee.

B3.4. If Recipient intends to use a consultant or contractor to implement all or part of the Project, such activities shall be procured in accordance with Recipient's contracting procedures and consistent with applicable State law. Recipient staff or consultant with project oversight roles cannot award work to companies in which they have a financial or personal interest. Recipient shall not award a contract to a consultant or contractor who has an organizational conflict of interest. For purposes of the preceding sentence, "organizational conflict of interest" shall have the meaning ascribed in the rules and regulations of the Federal Transit Administration ("FTA").

B3.5. If a facility, equipment (such as computer hardware or software), vehicle or property purchased or leased using the Funds, ceases to be used for a purpose other than as permitted by Recipient's enabling legislation, any Funds expended for that purpose must be returned to LACMTA as follows: Recipient will be required to repay the Funds used to purchase or lease the facility, equipment, vehicle or property in proportion to the useful life remaining, in an equal proportion of the allocation amount to Recipient Funding Commitment ratio.

B3.6. When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

B3.7. Recipient's employees, officers, board members, agents, and consultants (each, a "**Recipient Party**") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if doing so would violate applicable state laws, including but not limited to the Political Reform Act (Government Code Section 81000, *et seq*), Government Code Section 1090 *et seq*, and the common law doctrine against conflicts of interest.

B4. **DISBURSEMENT OF FUNDS:** Disbursements shall be made on a reimbursement basis in accordance with **Section A3**, except as set forth in **Section A3.2**. LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Recipient. Recipient must complete the ACH form and submit such form to LACMTA before payments hereunder can be made. ACH Request Forms can be found at [www.metro.net/projects\\_studies/call\\_projects/ref\\_docs.htm](http://www.metro.net/projects_studies/call_projects/ref_docs.htm).

B5. **REPORTING REQUIREMENTS:**

B5.1 Recipient shall submit the Monthly Progress/Expenditure Report (**Attachment G-1**) within 15 days after the close of each month. Should Recipient fail to submit

such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Recipient until the completed required reports are received, reviewed, and approved. The Monthly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular month, Recipient shall submit the Monthly Progress/Expenditure Report indicating no dollars were expended that month. The Monthly Progress/Expenditure Report shall include any interest earned on the Phase 2B Working Capital Advance for the same period and the total amount requested shall include a credit for such interest earned.

## B5.2 Monthly Reports.

B5.2.1 Recipient shall provide to the LACMTA Board monthly Project progress reports informing the LACMTA Board of the Project progress, use of funds during the previous month, the milestone progress vs. costs, expenditures to date, funds committed and forecast at completion, updated Project schedule and identifying any major problems (such as cost impacts of \$10 million or more, a schedule impact of 90 days or more, a quality issue which materially deviates from the Metro Design Criteria or Standard Drawings or a previously LACMTA approved submittal, any safety issue which deviates from the Metro Design Criteria or Standard Drawings or a previously LACMTA approved submittal, as such terms are defined in the MCA), and proposed solutions.

B5.2.2 Such monthly report shall describe any and all areas of concern, including problems causing delays, proposed solutions and next steps including actions requiring approval of Recipient and LACMTA Boards.

B5.2.3 If a potential cost overrun is identified, the monthly report will include a recovery proposal, which may include, without limitation, a re-scope of the Project or a request for the LACMTA Board to amend the Project's life of project budget and if amended, request additional funds.

## B5.3 Quarterly Reports.

B5.3.1 If requested by LACMTA, Recipient shall also provide quarterly reports in person to the LACMTA Board on the state of the Project consistent with the information contained in the Monthly Reports along with additional information describing schedule and cost variances from the last quarter, including impacts of the performance towards key milestones or increases to the LOP budget.

B5.3.2 Such quarterly report shall also describe any and all major problems, as described above, areas of concern, proposed solutions and next steps including actions requiring approval of the Boards of Directors of Recipient and of LACMTA.

B5.3.3 If a potential cost overrun is identified, the quarterly report will include a recovery proposal, which may include, without limitation, a re-scope of the Project or a request for the LACMTA Board to amend the Project's life of project budget and if amended, request additional funds.

5.4 LACMTA shall be responsible for submitting a request for an increase in the LACMTA Project Costs beyond the Estimated Amount set forth in **Section B7.4** in accordance with that Section, and shall not require a request from Recipient for any such increase.

**B6. AUDIT REQUIREMENTS:**

B6.1 LACMTA, and/or its designee, shall have the right to conduct annual audits and a final audit of Recipient as it concerns the Project. In addition to the foregoing, LACMTA, and/or its designee, shall have the right to conduct an audit of Recipient in the event of a change (or requested change) in the amount of the Funds, or if the LACMTA Board of Directors determines that an expenditure of funds in violation of this Agreement is likely to have occurred and directs LACMTA to conduct such audit. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Recipient and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the Agreement period under review). Recipient agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Recipient shall reimburse LACMTA for any expenditure made in violation of this Agreement; such reimbursement shall be made by LACMTA deducting the amount of the disallowed expenditure from the remaining balance of the Funds. The allowability of costs for Recipient's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget ("OMB") Circular A-87 except that the costs described in OMB Circular A-87 and listed on **Attachment H** (the "**Extra Allowable Cost List**") shall also be allowable costs. Costs that are not specifically identified as an unallowable cost in OMB Circular A-87 plus those costs on the Extra Allowable Cost List shall be permissible expenditures under this Agreement if such costs are not otherwise prohibited by this Agreement. OMB Circular A-87, as modified by allowing costs set forth in the Extra Allowable Cost List shall be hereinafter referred to as "**Modified OMB A-87**". The allowability of costs for Recipient's contractors, consultants and suppliers expenditures submitted to LACMTA through Recipient's Monthly Progress Reports/Expenditures shall be in compliance with Modified OMB A-87 or Federal Acquisition Regulations Subpart 31 (whichever is applicable).

B6.2 Recipient's records, including without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence reasonably necessary for LACMTA to substantiate charges related to the Project (all collectively referred to as "**records**") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent necessary for LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records necessary for LACMTA to evaluate and verify, direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Recipient for three years following final payment under this Agreement. Recipient shall include language in its contracts with contractors, consultants, and suppliers requiring them to comply and cooperate with the requirements of this **Section B6.2**.

B6.3 LACMTA and its duly authorized representatives, upon reasonable written notice shall be afforded reasonable access to all of the records of Recipient regarding all activities in completing the Scope of Work and all costs incurred therefor, to the extent reasonably practicable. Recipient shall include language in its contracts with contractors, consultants, and suppliers requiring them to allow LACMTA reasonable access to all of the records of the contractor, consultant, or supplier regarding all activities in completing the Scope of Work and all costs incurred therefor to the extent reasonably practicable.

B6.4 In connection with the exercise of its audit rights in accordance with this **Section B6**, LACMTA and its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Recipient, and its contractors, consultants, and suppliers shall have access to all reasonably necessary records, including reproduction (at no charge to LACMTA), and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

B6.5 LACMTA or their representative shall, upon completion of the audit, present the preliminary audit findings and recommendations to Recipient. A draft audit report shall be provided to Recipient for review and comments. Recipient shall provide LACMTA written comments as to acceptance or rejection of audit findings within 45 days after Recipient's receipt of the draft audit report.

B6.6 All LACMTA audit findings are subject to dispute resolution in accordance with **Section B12.2**. When LACMTA final audit findings require Recipient to return any Funds to LACMTA, and to the extent Recipient does not dispute such findings, LACMTA shall withhold the amount equivalent to the disallowed expenditures from the amount available for disbursement to Recipient in the next fiscal year after the final audit findings are sent to Recipient. To the extent Recipient disputes such final audit findings, and such dispute is resolved in LACMTA's favor, LACMTA shall withhold the amount equivalent to the disallowed expenditures from the amount available for disbursement to Recipient in the next fiscal year after such resolution.

B6.7 Recipient and /or its designee shall be responsible for performing costs audits of contractors, consultants, and suppliers regarding activities in completing the Scope of Work with contracts exceeding \$650,000, or the Federal audit threshold, whichever is greater. Such audits will be conducted by a CPA firm and done in compliance with Government Auditing Standards. The audits will audit the costs to verify compliance to Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and this Agreement. To avoid duplication of efforts, LACMTA shall have access to Recipient's auditors' work.

B6.8 Notwithstanding anything in this Agreement to the contrary, the provisions of this **Section B6** shall not apply to any contractor, consultant, or supplier performing work pursuant to (i) a fixed-rate or time and materials contract (except for any cost reimbursement portion of the contract) or (ii) a fixed price contract that has been procured competitively; provided, however, that **Section B6** shall apply to the costs and records of any contractor, consultant, and supplier to the extent that such costs and records directly relate to a change order, claim, or formal dispute.

B6.9 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds from future disbursement if the LACMTA audit has determined that Recipient failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions of this Agreement, including the access to Recipient records provisions of **Section B6**. LACMTA may withhold the funds only if the decision of the LACMTA is upheld upon completion of the dispute resolution process set forth in **Section B12.2**.

B6.10 Recipient shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

B6.11 Recipient shall also certify final costs of the Project to ensure all costs are in compliance with Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

B6.12 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on Recipient's own records and audit work, and minimize direct audit of contractors, consultants, and suppliers.

**B7. LACMTA PROJECT COSTS:**

B7.1 LACMTA shall incur costs and expenses for the Project as more particularly described in Section B7.3 below (the "**LACMTA Project Costs**"). However, as of the date of the execution of this Agreement, due to the long term of this Agreement, LACMTA cannot reasonably predict the actual amount of LACMTA Project Costs that will be incurred by LACMTA and have therefore provided an Estimated Amount set forth in Section B7.4, which amount may increase from time to time as set forth in Section B7.4.

B7.2 LACMTA will hold back a portion of the Project funds to pay for LACMTA Project Costs. LACMTA shall pay itself from the Funds for the LACMTA Project Costs as such costs are incurred. In no event will LACMTA pay itself more than the amount set forth in **Section B7.4**, plus any increases in that amount that may be authorized pursuant to **Section B7.4**.

B7.3 Funds allocated to pay for the LACMTA Project Costs are to be used by LACMTA for:

B7.3.1 LACMTA staff time and other direct costs involved in design and construction review, and construction inspection, project management oversight, training, security prior to ROD (to the degree not provided by Recipient), regional communications (outreach, signage, marketing, media, graphic design, and printing), real estate, finance, audit, safety, legal, planning and rail operations, pre-revenue testing, rail activation and start up activities and any post-ROD services and support necessary for close-out, to the extent such activities are consistent with the MCA and this Agreement. LACMTA commits to designating a point of contact for each category of activities, minimizing redundant activities, review and comments, and ensuring the



timely delivery of comments to Recipient. All such costs must be reasonable and appropriate to the activities related to the Project.

B7.3.2 To ensure uniformity of major equipment and to ensure compatibility with the existing rail system, LACMTA will hold back funds to purchase LACMTA Furnished/Required Equipment, as defined in the MCA which includes, without limitation, light rail vehicles and other major equipment needed for system operation.

B7.3.3 Recipient's share of the cost to expand LACMTA's Rail Operations Center ("ROC") that is attributable to the Project which will be an amount based on the proportionate share of the ROC devoted to operation of Phase 2B and in any event shall not exceed \$7,205,760.

B7.3.4 Recipient's allocated share of the cost of the Operation and Maintenance Facility ("O&M Facility") which is agreed by the Recipient and LACMTA to be \$26,663,217. Per LACMTA Board policy, to the extent Phase 2A over paid for its share of the cost of the O&M Facility, such overage has already been credited towards Phase 2B's share of the O&M Facility costs and the \$26,663,217 is the amount due after such credit was applied.

B7.3.5 LACMTA Requested Betterments in an amount not to exceed \$10,000,000.

B7.4 The amount of LACMTA Project Costs, including amounts set forth in Section B7.3, is estimated to be \$221,164,635 (the "Estimated Amount"). LACMTA shall make good faith efforts to cause actual LACMTA Project Costs to be less than the Estimated Amount. The Estimated Amount shall be reviewed annually during the Annual Review. If LACMTA Project Costs exceed the Estimated Amount plus any increases that may be authorized pursuant to this Agreement, then LACMTA, subject to Recipient approval, which approval shall not be unreasonably withheld, shall request authority for additional funds (in excess of the amount set forth in Section A2 of this Agreement) from the LACMTA Board; provided, however, if any portion of the Estimated Amount used for LACMTA Requested Betterments exceeds the amount set forth in Section 7.3.5, then LACMTA shall pay for the portion of such LACMTA Requested Betterments that exceeds the amount set forth in Section 7.3.5 from sources other than the Funds. If upon the "Completion of Phase II of the Project" as that term is defined in the Trust Agreement, LACMTA Project Costs are less than the Estimated Amount, the amount of any LACMTA Project Costs savings shall be made available to Recipient, for any permissible expenses that remain unpaid. Once the Project has been completed, Recipient shall return any all unused Funds, including any remaining Phase 2B Working Capital Advance, to LACMTA and LACMTA shall be free to reprogram any unused Funds.

B7.4.1 If LACMTA intends to use a consultant or contractor to implement all or part of its obligations pursuant to this Agreement, LACMTA shall procure such activities in accordance with LACMTA's contracting procedures and consistent with applicable State law.

B7.4.2 When business travel is charged as an LACMTA Project Cost and requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

B7.5 LACMTA shall submit to Recipient the LACMTA Monthly Progress/Expenditure Report (**Attachment G-2**) within 30 days after the close of each month. The LACMTA Monthly Progress/Expenditure Report shall document all expenditures of the LACMTA Project Costs. Should LACMTA fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA shall not be permitted to use any portion of the Funds for purposes of funding the LACMTA Project Costs, until the completed required reports are received. The LACMTA Monthly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, LIMS reports, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular month, Recipient shall submit the LACMTA Monthly Progress/Expenditure Report indicating no dollars were expended that month. The allowability of costs for LACMTA's own expenditures submitted to Recipient as LACMTA Project Costs shall be in compliance with Modified OMB A-87. The allowability of costs for LACMTA's contractors, consultants and suppliers submitted to Recipient through the LACMTA Monthly Progress/Expenditure Report shall be in compliance with Modified OMB A-87 or Federal Acquisition Regulations Subpart 31, whichever is applicable.

B7.6 Recipient, and/or its designee, shall have the right to conduct annual and a final audit of the LACMTA Project Costs. Alternatively, Recipient may rely on the annual and final Measure M audit completed by LACMTA. Recipient will commence a final audit (if any) within six months of receipt of an acceptable final LACMTA Monthly Progress/Expenditure Report, provided the LACMTA Project Costs are ready for final audit (meaning all costs and charges have been paid by LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the Agreement period under review). LACMTA agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). LACMTA shall not use the Funds for any expenditure not in compliance with **Section B7.3** and/or not in compliance with other terms and conditions of this Agreement.

B7.7 LACMTA's records shall include, without limitation, LIMS reports, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence reasonably necessary for Recipient to substantiate charges related to the LACMTA Project Costs (all collectively referred to as "**records**") shall be open to inspection and subject to audit and reproduction by Recipient auditors or authorized representatives to the extent necessary for Recipient to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records necessary for Recipient to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the LACMTA Project Costs. These records must be retained by LACMTA for three years following final payment for LACMTA Project Costs. LACMTA shall include language in its contracts with contractors, consultants, and suppliers requiring them to comply and cooperate with the requirements of this **Section B7.7**.

B7.8 Recipient and its duly authorized representatives, upon reasonable written notice shall be afforded reasonable access to all of the records of LACMTA related to the LACMTA Project Costs to the extent reasonably practicable. LACMTA shall include language in its

contracts with contractors, consultants, and suppliers requiring them to allow Recipient reasonable access to all of the records of the contractor, consultant, or supplier related to the LACMTA Project Costs to the extent reasonably practicable.

B7.9 Recipient and its duly authorized representatives, upon reasonable written notice, shall have access to the offices of LACMTA, shall have access to all necessary records, including reproduction (at no charge to Recipient), and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement as they relate to audits of LACMTA Project Costs.

B7.10 Recipient or their representative shall, upon completion of the audit, present the preliminary audit findings and recommendations to the LACMTA. A draft audit report shall be provided to LACMTA for review and comments. LACMTA shall provide Recipient written comments as to acceptance or rejection of audit findings within 90 days after LACMTA's receipt of draft audit report.

B7.11 All Recipient audit findings are subject to dispute resolution in accordance with the dispute resolution process set forth in **Section B12.2**. When Recipient's final audit findings require LACMTA to return any Funds to Recipient, and to the extent LACMTA does not dispute such findings, LACMTA shall return the undisputed monies within thirty (30) days after that final audit is sent to LACMTA. To the extent LACMTA disputes such final audit findings, and such dispute is resolved in Recipient's favor, LACMTA shall return such disputed Funds to Recipient within thirty (30) days after such resolution. For purposes of this section, LACMTA return of the disputed Funds does not entail actually providing the disputed Funds to Recipient. LACMTA return of the disputed Funds shall mean the disputed funds are not eligible as LACMTA Project Costs and therefore LACMTA shall not reimburse such disputed expenses with the Funds.

B7.12 LACMTA and /or its designee shall be responsible for performing costs audits of contractors, consultants, and suppliers regarding expenditures charged as LACMTA Project Costs with contracts exceeding \$650,000, or the Federal audit threshold, whichever is greater. Such audits will be conducted by a CPA firm or LACMTA audit department and done in compliance with Government Auditing Standards. The audits will audit the costs to verify compliance to Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and this Agreement. To avoid duplication of efforts, Recipient shall have access to LACMTA's auditors' work.

B7.13 Notwithstanding anything in this Agreement to the contrary, the provisions of this **Section B7** shall not apply to any contractor, consultant, or supplier performing work pursuant to (i) a fixed-rate or time and materials contract (except for any cost reimbursement portion of the contract) or (ii) a fixed price contract that has been procured competitively; provided, however, that **Section B7** shall apply to the costs and records of any contractor, consultant, and supplier to the extent that such costs and records directly relate to a change order, claim, or formal dispute.

B7.14 LACMTA shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable,

allowable and reasonable and in accordance with Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of the Agreement.

B7.15 LACMTA shall also certify final costs of the LACMTA Project Costs to ensure all costs are in compliance with Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of the Agreement.

B7.16 Whenever possible, in exercising its audit rights under this Agreement, Recipient shall rely on LACMTA's own records and audit work, and minimize direct audit of contractors, consultants, and suppliers.

#### B8. SOURCES AND DISPOSITION OF FUNDS:

B8.1 Recipient shall fully fund and contribute the Recipient Funding Commitment, as identified in the Project Funding, towards the cost of the Project. Once Recipient demonstrates it has met its estimated Recipient Funding Commitment of \$42,206,122 LACMTA will acknowledge that Recipient has satisfied its Recipient Funding Commitment contemplated in the Ordinance. For accounting purposes only, adding the \$42,206,122 to the one-time grant in the amount of \$1,364,664,635, makes the total project cost equal to \$1,406,870,757

To date, LACMTA acknowledges that Recipient has provided estimates showing how it intends to satisfy the first \$33,000,000 of the total Recipient Funding Commitment. The estimates include lump sum estimates of the amounts each city along the Project has contributed and will contribute as in-kind services toward the Project. These services are included in the master cooperative agreements with each city which will be reviewed by LACMTA to ensure services are related to the delivery of the Project. To support the estimates, Recipient shall provide LACMTA with documentation between each city and Recipient (the "City Documentation") evidencing (i) for services performed from the beginning of the environmental phase and prior to the date of this Agreement, the city's agreement that it has provided the designated services at a value meeting or exceeding the value indicated in the estimate, and (ii) for services yet to be performed, the city's agreement that it will provide the designated services at a value anticipated to meet or exceed the value indicated in the estimate. Once LACMTA has concurred that the lump sum amount indicated in the City Documentation is a reasonable cost for the services provided, then such lump sum amount will be applied to the Recipient Funding Commitment. At the end of the Project, Recipient shall obtain a letter from each city certifying that it provided the services set forth in its respective City Documentation.

In order to secure the balance of the Recipient Funding Commitment, Recipient intends to use any authorized eligible sources, including additional in-kind services consistent with Measure M guidelines approved by LACMTA or possibly entering into agreements for local first/last mile investments which, if used, shall be consistent with the First/Last Mile Policy attached as **Attachment I** and any station area First and Last Mile plans approved by LACMTA. LACMTA is currently developing the criteria and procedures for local first/last mile investments within transit capital projects. Recipient shall comply with the LACMTA criteria and procedures in implementing the first/last mile investments if such investments are used. Further, Measure M allows LACMTA to withhold Measure M local return funds for up to 15 years if a local jurisdiction fails to meet its 3% contribution to the Project. If requested by Recipient, LACMTA

is willing to make available this Measure M enforcement right to ensure Recipient meets its Recipient Funding Commitment.

For purposes of this Agreement, “**Recipient Funding Commitment**” shall include cash under the sole control of Recipient, eligible in-kind contributions from any of the jurisdictions adjacent to the right of way (such as waiver of permitting fees, and city staff time from the beginning of the environmental phase through the end of the warranty period) consistent with the terms stipulated in this Section B8.1, local return funds, local funding contributions for active transportation capital improvements and first/last mile investments, as provided under the terms in this Section B8.1, and the appraised value of land; provided, however, land provided by LACMTA under the Trust Agreement does not count toward the Recipient Funding Commitment.

B8.2 Subject to **Section B7.4**, if the Funds identified in Project Funding (**Attachment B**) are insufficient to complete the Project, Recipient agrees to secure and provide the additional non-LACMTA programmed funds necessary to complete the Project. Recipient shall be responsible for any and all cost overruns for the Project, except to the extent such cost overruns are part of LACMTA Project Costs.

B8.3 Recipient shall be eligible for the Funds up to the allocation amount specified in **Section A2** of this Agreement, and up to any increase that may be authorized by the LACMTA Board pursuant to this Agreement. Any expenditure by Recipient prior to the execution of this Agreement shall not be reimbursed from the Funds, without the prior written consent of LACMTA.

B8.4 If Recipient receives outside funding for the Project in addition to the Funds identified in the Project Funding as of the date of this Agreement, **Attachment B** of this Agreement shall be revised to show such additional funding. Recipient cannot make any change to the Project Funding that would require an increase in the amount of the Funds without LACMTA’s written approval, including any changes to the Recipient Funding Commitment.

B8.5 If at the time of final invoice or voucher funding for the Project (including the Funds, Recipient Funding Commitment, and any additional funding), the aggregate amount of Project Funding exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and Recipient Funding Commitment required for the Project shall be reduced accordingly. The application of cost savings as described in this **Section B8.5** shall not occur until the “Completion of Phase II of the Project” as that term is defined in the Trust Agreement.

B8.6 This is a onetime only grant, subject to the terms and conditions agreed to herein.

B9. **DEFAULT:** Recipient’s material failure to comply with the terms and conditions contained herein and/or in the Ordinances shall constitute a Default.

B10. **REMEDIES:**

B10.1 In the event of a Default by Recipient, LACMTA shall provide written notice of such Default to Recipient with a 60-day period to cure the Default. In the event Recipient or its designee fails to cure the Default within the 60-day period, or if the nature of the Default is such that more than 60-days are reasonably required for its cure, Recipient or its designee has not commenced a cure within the 60-day period and thereafter diligently prosecuted such cure to completion, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement with LACMTA Board approval; (ii) LACMTA may make no further disbursements of Funds to Recipient; and/or (iii) LACMTA may recover from Recipient any Funds disbursed to Recipient and used in material breach of this Agreement, as allowed by law or in equity. Any disputes over the existence of a Default or the cure of the Default shall be resolved pursuant to the dispute resolution process set forth in **Section B12.2**.

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

**B11. COMMUNICATIONS AND RECOGNITION OF METRO AND MEASURE M FUNDING:**

B11.1 Recipient shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. For purposes of this Agreement, "Communications Materials" include news releases and advisories, op-ed pieces when appropriate, Power Point presentations made to the general public, newsletters, fact sheets, websites, signage on Project construction sites and any other material public facing documents.

B11.2 Recipient shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "A Measure M project funded by Metro"; or (ii) the Metro logo. Further guidance on acknowledging LACMTA contribution and key messaging is provided in the Communications Materials guidelines available from the LACMTA Communications Department.

B11.3 Recipient shall notify Metro's Public Relations Department with 30-day advance notice (whenever possible) of planned press events (such as press conferences, media availability and photo opportunities, and any milestone events, i.e., groundbreakings and openings) that relate to shared issues. The Recipient and the LACMTA Communications staff shall coordinate to include Metro executives and board members in such public relations activities as appropriate.

B11.4 Recipient shall meet with the LACMTA Communications Department on a regular basis to discuss and collaborate on high-level messaging related to shared issues.

B11.5 When either Recipient or LACMTA receives public comments or communications from elected officials, key stakeholders or the public that relate to the other partner organization, the staff will share those communications with the other entity's communications staff.

B11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

B11.4 Recipient shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this **Section B11**.

**B12. OTHER TERMS AND CONDITIONS:**

B12.1 This Agreement, along with its Attachments, and the MCA, constitute the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the Chief Executive Officers of the parties, or their designees.

B12.2 All disputes under this Agreement shall be resolved by the Chief Executive Officers of LACMTA and Recipient. If the Chief Executive Officers are unable to resolve the matter, either Party may institute legal action to recover damages for any default, or to obtain specific performance or to pursue any other rights or remedy available to it at law or in equity. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California.

B12.3 In the event that there is any court proceeding between the parties to enforce or interpret this Agreement, or 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.

B12.4 Neither party hereto shall be considered in default in the performance of its obligations 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, lawsuit seeking to restrain, enjoin, challenge or delay construction of the Project and government acts beyond the reasonable control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of time reasonable in light of the enforced delay.

B12.5 The schedule included in **Attachment D** hereto shall be extended by the period of time commensurate with any extension of time under the Design/Build Contract(s) (as that term is defined in the MCA) resulting from Force Majeure (as that term is defined in the Design/Build Contract(s)).

B12.6 Recipient shall comply with and insure that work performed under this Agreement is done and accounted for in compliance with Generally Accepted Accounting Principles (GAAP), and all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and Modified OMB A-87 or Federal Acquisition Regulations Subpart 31 (whichever is applicable), and the applicable requirements in the MCA. Recipient acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations.

B12.7 The Parties acknowledge that the insurance and indemnification obligations of Recipient relating to the Project are set forth in the MCA.

B12.8 Recipient agrees that the applicable requirements of this Agreement shall be included in every contract entered into by Recipient or its contractors relating to work performed under this Agreement. For purposes of this **Section B12.8**, the applicable requirements are **Sections B3.3, B3.6, Section B6** (to the extent applicable), **Section B11**, and **Section B12.6** (exclusive of the reference to Modified OMB A-87).

B12.9 Recipient shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without that consent shall be void and unenforceable.

B12.10 This Agreement shall be governed by California law.

B12.11 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.

B12.12 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

B12.13 If any software is developed with the Funds and if Recipient ceases to use the software/ for public purposes or Recipient sells, conveys, licenses or otherwise transfers the software, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software. Such refund or credit shall not be required if Recipient reinvests the proceeds of such sale, conveyance, license or transfer into the Project.

B12.14 Parking facilities are part of the Project and will be designed and/or constructed using the Funds. Recipient shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management requirements of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy in effect as of the date that the RFP for the Alignment Design/Build Contract (as that term is defined in the MCA) is released. For the parking policy, see [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm). Any proposed joint use parking arrangements shall be subject to prior LACMTA written approval.

B12.15 Notice will be given to the parties at the address specified in **Section A13** unless otherwise notified in writing of change of address.

B12.16 Recipient in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. Recipient attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Recipient shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

B12.17 Time is of the essence in connection with each and every provision of this Agreement. Both parties agree to diligently and expeditiously: (i) process all requests from the other party made pursuant to the provisions of this Agreement, and (ii) take all actions required by this Agreement.



B12.18 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Photocopies of this Agreement may be used as originals.

B12.19 Facsimile copies of signatures on this Agreement shall be deemed valid and original.

Vista Avenue, San Dimas Avenue, Walnut Avenue, San Dimas Canyon Road, Wheeler Avenue, A Street, D Street, E Street, and multiple channel crossings, as well as the undercrossing at SR-57. This segment contains an existing freight track that will be relocated and remain active during the entire Project.

This segment of the Project has one center platform passenger station in San Dimas (east of San Dimas Avenue) and one center platform passenger station in La Verne (east of E Street). The San Dimas parking structure will contain a minimum of 450 stalls with a vehicular connection to Arrow Highway. The La Verne parking structure will contain a minimum of 600 stalls with a vehicular connection to Arrow Highway. Both the San Dimas station and the La Verne station will have a pedestrian connection from the parking facility to the platform via a pedestrian undercrossing.

#### White Avenue to Freight/MetroLink Tie-in Segment

This segment of the alignment is approximately 1.9 miles, runs mainly at-grade, and includes two at-grade crossings at White Avenue and Fulton Avenue, two grade separations at Garey Avenue and Towne Avenue, as well as a channel crossing. This segment of the alignment contains an existing single track freight alignment and existing sidings that will be relocated and remain active during the entire Project. The MetroLink commuter rail tracks are immediately to the south of the LRT tracks in this segment and will not be disturbed with the exception of improvements to the grade crossing warning systems.

This segment of the Project has one center platform station in Pomona (west of Garey Avenue). The Pomona parking structure will include a minimum of 850 spaces with a vehicular connection to a new access road located north of the parking structure. The parking structure shall be connected to the LRT station via a pedestrian overcrossing.

#### Freight/MetroLink Tie-in to Claremont

This segment of the alignment is approximately 1.5 miles, runs mainly at-grade, and includes four at-grade crossings at Cambridge Avenue, Indian Hill Boulevard, College Avenue, and Claremont Boulevard, as well as a channel crossing. This segment of the alignment contains an existing dual track freight/MetroLink commuter rail alignment that will be relocated and remain active during the entire construction of the Project.

This segment of the Project has one center platform LRT station in Claremont (west of College Avenue). The Claremont station will have an at-grade pedestrian connection from both ends of the platform. The Claremont parking facility will consist of a structure located east of College Avenue and north of the LRT tracks as well as a parking lot, and will include a minimum of 1260 spaces. In addition, a new MetroLink platform will be constructed approximately 800 feet west of College Avenue with a pedestrian undercrossing that connects to the Claremont parking structure to the north and the recreational area to the south.

## PROJECT MILESTONES/SCHEDULE

Following are the agreed upon Project milestones, and a schedule for achieving those milestones.

### MILESTONES

### TARGET DATES

Phase 2B Alignment Ground Breaking	October 2017
<b>Alignment Design/Build Contract</b>	
Award Contract	December 2018
Substantial Completion	January 2026
Final Acceptance	January 2027
CPUC Approval of Safety Certification	May 2027
ROD	June 2027

provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

Recipient will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment E and notify LACMTA of such designations.

## REVISED

### Unified Cost Management Process and Policy for Measure R Projects (amended January 22, 2015)

(Note: Underlines and strike-outs that were from original Board-adopted Policy document were inadvertently included in this Attachment. These have been removed. Only the language in Section 11 is new and remains underlined).

#### Introduction

The MTA will follow a unified cost management process and policy for the control and minimization of project costs for the Measure R transit and highway projects. At the core of the unified cost control management process and policy is a commitment to follow a new step-by-step evaluation of project costs against possible resources to address project shortfalls. Shortfalls that cannot be addressed at the project level by value engineering or other measures, such as changes in the scope of the project, will be subject to a new stepwise evaluation process.

The new step-by-step cost management process will require the MTA Board to review and consider approval of project cost estimates against funding resources at key milestone points throughout the environmental, design, and construction phases of the Measure R transit and highway projects. At each milestone, MTA staff is directed to: (1) submit a project that is consistent with the budget; (2) identify any issues when a project is not consistent with the budget; and (3) propose corrective actions before the project advances further, if it is not consistent with the budget. For Measure R funds, the planned funding resources (including any prior Measure R expenditures) shall not exceed the amount shown in the "New Sales Tax Total" column of the Measure R expenditure plan. At each milestone, the planned funding resources shall not exceed the amounts shown. These key milestones include the following decision points:

- 1) Selection of conceptual design alternatives to be studied in the environmental phase;
- 2) Selection of the Locally Preferred Alternative and entrance into the Preliminary Engineering phase;
- 3) Approval of the final environmental document and entrance into the final design phase;
- 4) Establishment of a life-of-project budget prior to construction; and,
- 5) Any amendment to the life-of-project budget.

If increases in cost estimates occur, the MTA Board must approve a plan of action to address the issue prior to taking any action necessary to permit the project to move to the next milestone. Increases in cost estimates will be measured against the 2009 Long Range Transportation Plan as adjusted by subsequent actions on cost

estimates taken by the MTA Board. Shortfalls will first be addressed at the project level prior to evaluation for any additional resources using these methods in this order:

- 1) Value Engineering and or scope reductions;
- 2) New local agency funding resources;
- 3) Shorter segmentation;
- 4) Other cost reductions within the same transit or highway corridor;
- 5) Other cost reductions within the same sub-region; and finally,
- 6) Countywide transit cost reductions or other funds will be sought using pre-established priorities.

The objective of the cost management process and policy is to insure the prompt development and consideration of project cost alternatives that genuinely address the cost controls necessary to successfully deliver all Measure R transit and highway corridor projects.

### **Process and Policy Detail**

The unified cost management processes and policies that are proposed controls are as follows:

- 1) A regional long-range transportation plan (covering at least 20 years) for Los Angeles County shall be adopted at least once every five years. For interim years, staff will report on changes affecting the major financial assumptions of the plan and progress toward the implementation of new projects and programs. The plan update report shall also highlight Board approved actions taken during the interim period that affect the plan outcomes or schedules (*from Financial Stability Policy*);
- 2) MTA shall complete projects accelerated through the 30/10 Initiative in the same sequence as the adopted 2009 Long Range Transportation Plan (LRTP) (*from 30/10 Initiative Position Statement*);
- 3) MTA shall only utilize pledged federal assistance from the 30/10 Initiative if the construction and financing costs are less than the available funds (adjusted for inflation) planned in the adopted 2009 LRTP, unless those costs are being adjusted by the minimum necessary to accomplish an operable segment for the corridor (*from 30/10 Initiative Position Statement*);
- 4) Measure R transit corridor and highway projects shall be presented separately for approval by the Board in a step-by-step cost control process that will evaluate project cost estimates against funding resources at key milestones points throughout the environmental, design, and construction phases of the 30/10 transit projects. For Measure R funds, the planned funding resources (including any prior Measure R expenditures) shall not exceed the amount shown in the "New Sales Tax Total" column of the Measure R expenditure plan. These key milestones include the following decision points:
  - a. Selection of conceptual design alternatives to be studied in the environmental phase;

- b. Selection of the Locally Preferred Alternative and entrance into the Preliminary Engineering phase;
  - c. Approval of the final environmental document and entrance into the Final Design phase;
  - d. Establishment of a life-of-project budget prior to construction; and,
  - e. Any amendment to the life-of-project budget.
- 5) At any of the milestones above, the MTA will seek to control and minimize Measure R transit and highway project costs prior to taking any action necessary to permit the project to move to the next milestone. Cost minimization efforts will be measured against the 2009 Long Range Transportation Plan as adjusted by subsequent actions on cost estimates taken by the MTA Board. Shortfalls will first be addressed at the project level prior to evaluation for any additional resources using these methods in this order:
- a. Value engineering and/or scope reductions;
  - b. New local agency funding resources;
  - c. Shorter segmentation;
  - d. Other cost reductions within the same transit or highway corridor (see Attachment B);
  - e. Other cost reductions within the same sub-region (See Attachment B); and,
  - f. Countywide transit and highway cost reductions and/or other funds will be sought using pre-established priorities, as follows:
    - i. Where applicable, Measure R Transit Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 2 of 4, Line 18);
    - ii. Where applicable, Measure R Highway Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 3 of 4, Line 39); and,
    - iii. Where Line 18 is not applicable, the LRTP Near-Term Strategies and Priority Setting Criteria will be followed (Item 9, as Adopted by the Board of Directors in March 2010).

Each Measure R transit or highway project will be considered on a case-by-case basis at each milestone and a rationale developed if resources from the prior step above are insufficient or not recommended for good reason. The MTA Board will be presented with all viable options and will have the sole authority to make any final funding and project delay decisions.

- 6) Prior to inclusion in the annual budget, Measure R transit corridor and highway projects shall be presented separately for approval by the Board for a life-of-project budget. Subsequently, capital projects with life-of-project budget changes that cause the project to exceed \$1 million or if the change exceeds \$1 million shall be presented to the Board for approval (*from Financial Stability Policy*);
- a. Prior to life-of-project budget approval, the MTA shall compare the sum of the cost of the Measure R transit and highway projects to date and the

proposed life of project budget (as de-escalated) to the most up-to-date LRTP funding forecast for Measure R transit and highway projects. If the life-of-project budget is less than the anticipated funds available as compared to the up-to-date LRTP funding forecast, then MTA can approve the life of project budget. If the life-of-project budget are more than the available funds, then MTA would not execute a construction contract unless the MTA Board approved cost reductions, project delays or other funding to make up the difference (*modifies and would supersede language from the body of 30/10 Initiative Position Statement*);

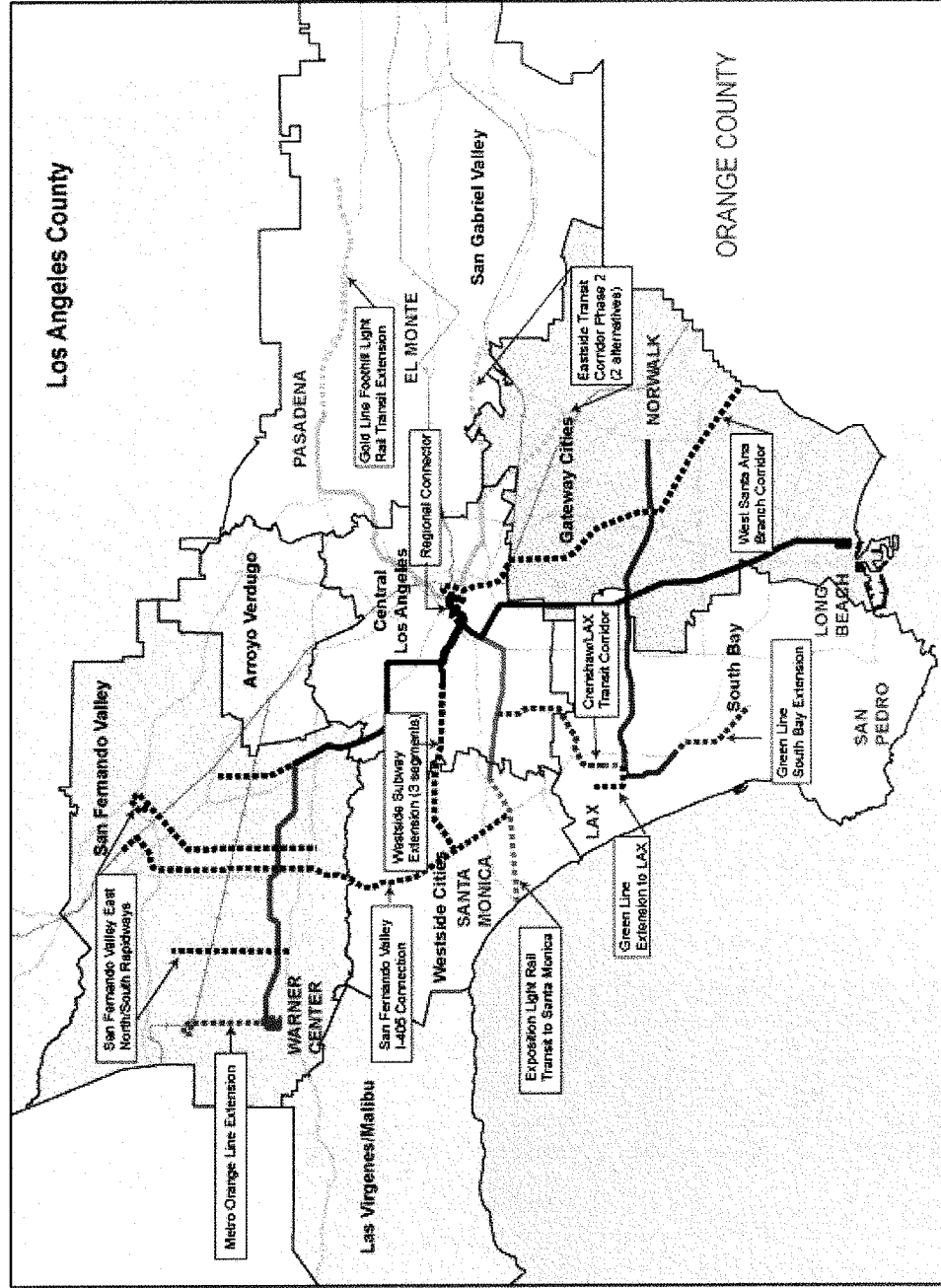
- 7) Prior to approval of a life-of-project budget that exceeds currently committed revenues and prior to approval of a life-of-project budget cost increase, MTA staff will evaluate the possibility of securing the necessary cost savings or revenues for the project. Within the parameters of the MTA Board's policy not to seek transit funds from highway resources, or vice-versa, staff will first seek to identify cost and/or additional funds in a step-by-step manner from:
  - a. Value engineering and/or scope reductions;
  - b. New local agency funding resources;
  - c. Shorter segmentation;
  - d. Other cost reductions within the same transit or highway corridor;
  - e. Other cost reductions within the same sub-region; and,
  - f. Countywide transit cost reductions and/or other funds will be sought using pre-established priorities, as follows:
    - i. Where applicable, Measure R Transit Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 2 of 4, Line 18);
    - ii. Where applicable, Measure R Highway Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 3 of 4, Line 39); and,
    - iii. Where Line 18 is not applicable, the LRTP Near-Term Strategies and Priority Setting Criteria will be followed (Item 9, as Adopted by the Board of Directors in March 2010).
- 8) A specific MTA Board action is required to re-program highway capital project funding for use on transit or highway capital projects as a result of 30/10, unless such re-programming does not result in a net decrease to the highway capital project funding (*from 30/10 Initiative Position Statement*);
- 9) Likewise, a specific MTA Board action is required to re-program transit capital project funding for use on highway capital projects as result of 30/10, unless such re-programming does not result in a net decrease to the transit capital project funding (*from 30/10 Initiative Position Statement*); and,
- 10) Any capital project savings above \$200,000 must return to the Board for approval prior to the reprogramming or transfer of funds to other projects or programs (from Financial Stability Policy).



- 11) **A Regional Facility Area has been established, separate from subregional planning areas, which include Los Angeles International Airport (LAX), Burkank Bob Hope Airport, Long Beach Airport, Palmdale Regional Airport; the Ports of Long Beach and Los Angeles; and Los Angeles Union Station. Any capital project cost increases to Measure R funded projects within the boundaries of these facilities are exempt from the corridor and subregional cost reduction requirements of 7(d) and 7(e) above. Cost increases regarding these projects will be addressed from the regional programs share.**

# ATTACHMENT B

## Measure R Transit Corridor Map With Sub-regional Boundaries



**ATTACHMENT B**

**PROJECT FUNDING**

**Metro Gold Line Foothill Extension Phase 2B Glendora to Claremont  
(in millions of dollars escalated to the year of the expenditure ) Initial Draft 05-18-17**

<b>Capital Project 865202 Sources of Funds</b>	<b>FY 15</b>	<b>FY 16</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 20</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>FY 26</b>	<b>FY 27</b>	<b>Total</b>
Measure R 35%	4.1	3.2	9.0	20.5	35.3	24.4								<b>96.5</b>
Measure M					78.3	99.9	153.6	166.2	129.1	132.9	150.1	82.3	26.6	<b>1,019.0</b>
Transit and Intercity Rail Capital Program (TIRCP)						36.2	36.1	54.2	54.2	36.1	18.1	9.0	5.4	<b>249.2</b>
Local Contributions					6.1	6.1	9.2	9.2	6.1	3.1	1.5	0.9		<b>42.2</b>
<b>Total Project Funding</b>	<b>4.1</b>	<b>3.2</b>	<b>9.0</b>	<b>20.5</b>	<b>119.7</b>	<b>166.6</b>	<b>198.9</b>	<b>229.5</b>	<b>189.4</b>	<b>172.1</b>	<b>169.7</b>	<b>92.2</b>	<b>32.1</b>	<b>1,406.9</b>

**ATTACHMENT C**

**Expenditure Plan - Cost and Cashflow Budget**

**Metro Gold Line Foothill Extension Phase 2B Glendora to Claremont**

**(in millions of dollars escalated to the year of the expenditure ) Initial Draft 05-18-17**

<b>Capital Project 865202 Uses of Funds</b>	<b>FY 15</b>	<b>FY 16</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 20</b>	<b>FY 21</b>	<b>FY 22</b>	<b>FY 23</b>	<b>FY 24</b>	<b>FY 25</b>	<b>FY 26</b>	<b>FY 27</b>	<b>Total</b>
Pre-Construction	3.5	3.0	2.3	1.4	21.0	7.3								<b>38.5</b>
Construction					26.3	77.6	137.8	168.9	128.6	96.7	84.8	11.6		<b>732.3</b>
Right of Way					30.0	36.0	3.0							<b>69.0</b>
Professional Services	0.6	0.2	6.6	16.6	19.4	19.7	19.4	19.6	19.8	20.4	20.8	17.9		<b>181.0</b>
Project Contingency					19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	13.0	<b>165.0</b>
Vehicles										10.0	30.0	29.0	15.0	<b>84.0</b>
Metro Costs			0.1	2.5	3.0	5.0	17.4	18.0	18.0	21.0	10.1	10.3	3.0	<b>108.3</b>
Metro Contingency					1.0	2.0	2.3	4.0	4.0	5.0	5.0	4.4	1.1	<b>28.8</b>
<b>Total Project Costs</b>	<b>4.1</b>	<b>3.2</b>	<b>9.0</b>	<b>20.5</b>	<b>119.7</b>	<b>166.6</b>	<b>198.9</b>	<b>229.5</b>	<b>189.4</b>	<b>172.1</b>	<b>169.7</b>	<b>92.2</b>	<b>32.1</b>	<b>1,406.9</b>

## **ATTACHMENT D**

### **SCOPE OF WORK**

The Phase 2B project will provide a light rail transit (LRT) system linking the cities of Azusa, Glendora, San Dimas, La Verne, Pomona, and Claremont, and will involve relocation and reconfiguration of existing freight and Metrolink commuter rail track. The Project includes approximately 11.7 miles of double light rail main track; tail tracks beyond the Claremont platform; new bridges; improvements to existing culverts; retaining walls and sound walls; embankment improvements; drainage and storm water improvements; five at-grade passenger stations; five parking structures; intermodal interfaces; traction electrification system comprised of traction power supply substations (TPSS) and overhead contact system (OCS); grade crossings and adjacent roadway/traffic signal improvements; station equipment; wayside equipment; communications systems; approximately 10.4 miles of freight rail track and associated siding relocations and improvements; light rail train control/signaling system; freight track signaling system; approximately 1.3 miles of Metrolink track relocation and signaling, including Positive Train Control (PTC); a new Claremont Metrolink platform on the Metrolink Corridor; landscaping; and all related appurtenances, accessories, subsystems, documentation, procedures, spare parts, manuals, and special tools.

Light rail vehicles (LRV), universal fare system (UFS) equipment, the radio system for the LRT system, the rail operations control (ROC) facility, and the light rail supervisory control and data acquisition (SCADA) system will be provided by Metro.

A general overview of the Project alignment is provided below:

#### **Foothill Gold Line Pasadena to Azusa Tail Track to Gladstone Avenue Segment**

This segment of the alignment is approximately 4.4 miles, runs mainly at-grade, and includes eight at-grade crossings at Barranca Avenue, Foothill Boulevard/Grand Avenue (freight only), Vermont Avenue, Glendora Avenue, Pasadena Avenue, Glenwood Avenue, Elwood Avenue, Loraine Avenue, grade separations at Foothill Boulevard/Grand Avenue (LRT only), SR66, Lone Hill Avenue, and multiple channel crossings. This segment of the alignment contains an existing freight track which will be relocated and remain active during the entire construction of the Project.

This segment of the Project has one center platform station in Glendora between Vermont Avenue and Glendora Avenue. The Glendora parking structure will contain a minimum of 420 stalls with a vehicular connection to Vermont Avenue, as well as pedestrian connections to Vermont Avenue, Glendora Avenue, and the LRT Platform. The Glendora station will have a pedestrian connection from the parking facility to the platform via a pedestrian undercrossing.

#### **Gladstone Avenue to White Avenue Segment**

This segment of the alignment is approximately 3.9 miles, runs mainly at-grade, and includes 11 at-grade crossings at Gladstone Avenue, Eucla Avenue, Bonita Avenue/Cataract Avenue, Monte

## ATTACHMENT E

### BOND REQUIREMENTS

The provisions of this Attachment E 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 and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the “**Bonds**”) as set forth in **Section A7**.

Recipient acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. Recipient further acknowledges its 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 monthly invoice submitted by Recipient 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. Recipient 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 the LACMTA in consultation with its bond counsel.

With respect to the investment of any Funds advanced to Recipient pursuant to **Section A3.2** hereof or otherwise, and any earnings derived from the investment of such Funds, Recipient will record and maintain the following information such that LACMTA can comply and establish compliance with Section 148 of the Code, or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel: (i) the purchase date of each investment, (ii) the purchase price, (iii) information establishing that the purchase price is the fair market value as of such date (for example, the published quoted bid by a dealer in such investment on the date of purchase), (iv) any accrued interest paid, (v) the face amount of, (vi) the coupon rate, (vii) the periodicity of interest payments, (viii) the disposition price, (ix) any accrued interest received upon disposition, and (x) the disposition date. Recipient will make such information available to the LACMTA promptly after request. Recipient will also adhere to any investment instructions or limitations, as directed by LACMTA, which are necessary to comply and establish compliance with Section 148 of the Code or similar code

**ATTACHMENT F**  
**FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM (FTIP) SHEET**

**Los Angeles Metropolitan Transportation Authority**  
**2017 Federal Transportation Improvement Program (\$000)**

TIP ID		Implementing Agency									
LA29212XY		Metro Gold Line Foothill Extension									
Project Description: METRO RAIL GOLD LINE FOOTHILL EXTENSION - AZUSA TO CLAREMONT (LA County Line) 12 MILE, 5 STATION LRT EXTENSION. SAFETEA-LU # 285 LEAD AGENCY WILL CHANGE TO METRO GOLD LINE. PS&E only.										SCAG RTP Project #: 1120008 Study: YES Is Model: YES Model #: T275 PM: Crandal Jue - (626) 305-7010 Email: cjue@foothillextension.org LS: N LS GROUP#: Conformity Category: TCM	
System : Transit	Route :	Postmile:	Phase: Environmental Document/Pre-Design Phase (PAED)					Completion Date 12/31/2035			
Transit Rt: n/a	Transit Mode: Bus	Fare: 1.50	Trans Fee: 0.00	Prk Ride Loc:	Air Basin: SCAB	Envir Doc: CATEGORICALLY EXEMPT - 12/31/2001					
Headway Peak: N/A Headway OP: N/A Stop Time :0.00 Parking \$: Stop Dist:					Uza: Los Angeles-Long Beach-Santa Ana	Sub-Area:	Sub-Region:				
Program Code: LRN92 - LIGHT RAIL EXTENSION Stop Loc: Glendora					CTIPS ID: 20920002603	EA #:	PPNO:				
	PHASE	PRIOR	16/17	17/18	18/19	19/20	20/21	21/22	BEYOND	PROG TOTAL	
	PE										
	RW										
	CON										
	SUBTOTAL										
CITY - City Funds	PE							\$0		\$0	
	RW							\$0		\$0	
	CON							\$42,206		\$42,206	
	SUBTOTAL							\$42,206		\$42,206	
Cap And Trade Program	PE					\$0	\$0	\$0	\$0	\$0	
	RW					\$0	\$0	\$0	\$0	\$0	
	CON				\$42,700	\$51,624	\$51,624	\$103,250		\$249,198	
	SUBTOTAL				\$42,700	\$51,624	\$51,624	\$103,250		\$249,198	
MM35 - Measure M 35% Transit Construction	PE				\$0	\$0	\$0	\$0	\$0	\$0	
	RW				\$0	\$20,377	\$20,000	\$11,000	\$0	\$51,377	
	CON			\$55,479	\$94,759	\$139,976	\$164,960	\$512,449		\$967,623	
	SUBTOTAL			\$55,479	\$115,136	\$159,976	\$175,960	\$512,449		\$1,019,000	
MR35 - Measure R 35% New Rail or Bus Transit Capital	PE	\$0	\$0	\$0	\$0	\$0				\$0	
	RW	\$0	\$0	\$0	\$10,000	\$9,623				\$19,623	
	CON	\$7,243	\$8,000	\$24,989	\$36,612	\$0				\$76,844	
	SUBTOTAL	\$7,243	\$8,000	\$24,989	\$46,612	\$9,623				\$96,467	
	<b>TOTAL</b>	<b>\$7,243</b>	<b>\$8,000</b>	<b>\$24,989</b>	<b>\$102,091</b>	<b>\$167,459</b>	<b>\$211,600</b>	<b>\$269,790</b>	<b>\$615,699</b>	<b>\$1,406,871</b>	
	<b>TOTAL PE: \$0</b>										
					<b>TOTAL RW: \$71,000</b>						
									<b>TOTAL CON: \$1,335,871</b>		

# Los Angeles Metropolitan Transportation Authority

## 2017 Federal Transportation Improvement Program (\$000)

TIP ID **LA29212XY**

Implementing Agency **Metro Gold Line Foothill Extensio**

- **General Comment:** Latest LOP will be approved in the June 2017 Board meeting
- **Mdeling Comment:** Latest LOP will be approved in the June 2017 Board meeting
- **TCM Comment:** Latest LOP will be approved in the June 2017 Board meeting
- **Narrative:** Project cost increased by \$1,371,341 and by 3,859.67%

Increase Funding

TCSPPP:

— Delete funds in 06/07 in ENG for \$2,900

5309b:

— Delete funds in 15/16 in ENG for \$12,983

5309c:

— Delete funds in 15/16 in ENG for \$12,541

AGENCY:

— Delete funds in 06/07 in ENG for \$3,944

AGENCY:

— Delete funds in 07/08 in ENG for \$1,565

AGENCY:

— Delete funds in 10/11 in ENG for \$1,597

CAPTRAD:

▶ Add funds in 19/20 in CON for \$42,700

CAPTRAD:

▶ Add funds in 20/21 in CON for \$51,624

CITY:

▶ Add funds in 21/22 in CON for \$42,206

CAPTRAD:

▶ Add funds in 21/22 in CON for \$51,624

CAPTRAD:

▶ Add funds in 22/23 in CON for \$51,625

CAPTRAD:

▶ Add funds in 23/24 in CON for \$51,625

MR35:

▶ Add funds in 14/15 in CON for \$4,249

MR35:

▶ Add funds in 15/16 in CON for \$2,994

MR35:

▶ Add funds in 16/17 in CON for \$8,000

MR35:

▶ Add funds in 17/18 in CON for \$24,989

MM35:

▶ Add funds in 18/19 in CON for \$55,479

MR35:

▶ Add funds in 18/19 in ROW for \$10,000, CON for \$36,612

MR35:

▶ Add funds in 19/20 in ROW for \$9,623

MM35:

▶ Add funds in 19/20 in ROW for \$20,377, CON for \$94,759

MM35:

▶ Add funds in 20/21 in ROW for \$20,000, CON for \$139,976

MM35:

▶ Add funds in 21/22 in ROW for \$11,000, CON for \$164,960

MM35:

▶ Add funds in 22/23 in CON for \$136,933

MM35:

▶ Add funds in 23/24 in CON for \$98,860

MM35:

▶ Add funds in 24/25 in CON for \$137,856

MM35:

▶ Add funds in 25/26 in CON for \$63,826

MM35:

▶ Add funds in 26/27 in CON for \$52,208

MM35:

▶ Add funds in 27/28 in CON for \$14,738

MM35:

▶ Add funds in 28/29 in CON for \$8,028

Total project cost increased from \$35,530 to \$1,406,871

**Last Revised Amendment 17-11 - In Progress**

Change reason: COST INCREASE

Total Cost **\$1,406,871**



**ATTACHMENT G-1-A  
MONTHLY PROGRESS/EXPENDITURE REPORT**

**METRO GOLD LINE FOOTHILL EXTENSION PHASE 2B  
CONTRACT AE12345 PAYMENT ESTIMATE  
SUMMARY**

**PROJECT:**  
**CONTRACT:**  
**CONTRACTOR:**

**PAY ESTIMATE#:**  
**Period Ending:**  
**Run Date:**

			PREVIOUS	CURRENT	TO DATE
Award Amount	\$	-	\$	-	\$
Executed Modifications	\$	-			
Approved Change Orders	\$	-			
<b>CURRENT CONTRACT VALUE</b>	\$	-			
Less: Earnings to Date	\$	-			
<b>CONTRACT BALANCE TO EARN</b>	\$	-			
<b>EARNINGS:</b>			\$	-	\$
<b>RETENTION:</b>					
Other	\$	-	\$	-	\$
Release	\$	-	\$	-	\$
Liq Damages	\$	-	\$	-	\$
<b>PAYMENT:</b>	\$	-	\$	-	\$

**CONTRACTOR:**

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS ESTIMATE REPRESENTS A CORRECT AND JUST STATEMENT OF THE WORK PERFORMED. FURTHERMORE, I CERTIFY THAT THE WORK COMPLETED TO DATE, UNDER THIS CONTRACT, IS IN FULL ACCORDANCE WITH THE TERMS OF THE CONTRACT DOCUMENTS. PLEASE ACCEPT THIS AS A DULY EXECUTED AFFIDAVIT THAT ALL SUBCONTRACTORS AND/OR SUPPLIERS WHO HAVE PERFORMED ANY WORK ON THE PROJECT TO DATE HAVE BEEN PAID THEIR PROPORTIONATE SHARE OF ALL PREVIOUS PAYMENTS FROM THE MTA. I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING IS TRUE AND CORRECT.

\_\_\_\_\_ DATE  
MGL FOOTHILL EXTENSION CFO

**ATTACHMENT G-1-A**

**MONTHLY PROGRESS/EXPENDITURE REPORT**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
INVOICE SUMMARY**

**MOU Authority**  
 Supplier No. 12345  
**Federal Tax ID Number:** 94-1234567  
**ADDRESS**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**PROJECT**

**Contract No.** AE12345  
**PERIOD** Period Ending xx/xx/xx  
**INVOICE**  
 (Pay Estimate #)  
**INVOICE DATE**  
**P.O. NO.**

	CURRENT CONTRACT VALUE
AWARD AMOUNT	
EXECUTED MODIFICATIONS	
APPROVED CHANGE ORDERS	
<b>TOTAL CURRENT CONTRACT VALUE</b>	<b>\$ -</b>
Less Earnings to Date	\$ -
<b>CONTRACT BALANCE</b>	<b>\$ -</b>

	CURRENT MONTH
INVOICE AMOUNT	
EXECUTED MODIFICATIONS	\$ -
APPROVED CHANGE ORDERS	\$ -
<b>INVOICE TOTAL</b>	<b>\$ -</b>
RETENTION	\$ -
NET PAYMENT	\$ -

**ACCOUNTING DEPARTMENT - PLEASE POST TO:**

ACCOUNT CODINGS	PO#	LINE	TASK/DESCRIPTION	AMOUNT
<b>TASK</b>				
865202 Various-list to the right	AE12345-865519	1	1.2.01 EXAMPLE	
	AE12345-865519	2	1.2.02 EXAMPLE	
	AE12345-865519	3	1.2.03 EXAMPLE	
				\$ -



**CURRENT INVOICE TOTAL** \$ -

ATTACHMENT G-2

**LACMTA MONTHLY PROGRESS/EXPENDITURE REPORT**

**METRO GOLD LINE  
FOOTHILL EXTENSION PHASE 2B  
MONTHLY EXPENDITURE REPORT FOR  
LACMTA PROJECT COSTS**

Grantee To Complete
Invoice #
Invoice Date
MOU#
Purchase Order #
Monthly Report #

**Month Year Report**

**SECTION 1: MONTHLY EXPENSE REPORT FOR PROJECT EXPENDITURES**

Please itemize grant-related charges for this Month on Page 2 of this report and **include totals in this Section.**

	Measure M + R \$	Other funding sources (please specify) \$	Total \$
<b>Project Monthly Expenditure</b>			
<b>This Month Expenditure</b>	0.00	0	0.00
<b>Project-to-Date Expenditure</b>			
<b>Funds Expended to Date (Include this Month)</b>	0.00	0	0.00
<b>Task Number</b>	0.00	0	0.00
<b>% of Project Budget Expended to Date</b>	0.00%	0	0.00%
<b>Balance Remaining</b>	0.00	0	0.00

**ATTACHMENT G-2**

**LACMTA MONTHLY PROGRESS/EXPENDITURE REPORT**

**SECTION 2: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS MONTH FOR PROJECT EXPENDITURES**

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this month's expenditures listed on the previous page. All expenses and charges must be reflective of the approved budget per the Foothill Extension Funding Agreement. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA
1 Metro Staff Costs	N/A	\$0.00	\$0.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
<b>TOTAL</b>		\$0.00	\$0.00

**Note:**

All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

**Invoice Payment Information:**

LACMTA will make all disbursements electronically unless an exception is requested in writing.

ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.

ACH Request Forms can be found at [www.metro.net/callforprojects](http://www.metro.net/callforprojects).

Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

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I certify that I am the responsible Project Manager or fiscal officer and representative of \_\_\_\_\_ and that to the best of my knowledge and belief the information stated in this report is true and correct and recipient's own expenditures comply with OMB A-87.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

## ATTACHMENT H

### EXTRA ALLOWABLE COST LIST

Costs relating to the following list of items, which are otherwise unallowable under OMB A-87, are considered allowable under this Agreement if the cost is otherwise not prohibited by this Agreement.

1. Advertising and Public Relations (Section 2)
  - a. Section 2.e.(2) (a) - Displays, demonstrations and exhibits.
  - b. Section 2.e.(2) (b) - Meeting rooms for business purposes.
  - c. Section 2.e.(2) (c) - Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations and providing briefings.
  - d. Section 2.e.(3) - Promotional items and memorabilia, including models, gifts and souvenirs.
  
2. General Government Expenses (Section 23)
  - a. Section 23.a.(2) – Salaries and other expenses for similar local governmental bodies whether incurred for purposes of legislation or executive direction.
  
3. Idle Facilities and Idle Capacity (Section 24)
  - a. Section 24.b – Idle facilities cost for the one train depot.
  
4. Insurance (Section 25)
  - a. Section 25.h – Commercial insurance premium for Errors and Omissions insurance that protects against the cost of contractors for correction of the contractor’s own defects in material or workmanship.
  
5. Interest (Section 26)
  - a. Section 26.b - Finance cost related to advancement of money for Design Build financing expenses.

**ATTACHMENT I**

**METRO'S FIRST/LAST MILE POLICY FOR MAJOR TRANSIT CORRIDORS**

*\* ATTACHMENTS AVAILABLE UPON REQUEST*

BOARD REPORT INCLUDES FIRST/LAST MILE ELEMENTS



## Board Report

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**File #:**2016-0615, **File Type:**Motion / Motion Response

Agenda Number:12.

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**REVISED**  
**PLANNING AND PROGRAMMING COMMITTEE**  
**NOVEMBER 16, 2016**

**SUBJECT: FIRST/LAST MILE MOTION RESPONSE**

**ACTION: RECEIVE AND FILE REPORT ON APPROACH AND RESOURCES NEEDED TO IMPLEMENT FIRST/LAST MILE MOTION AND AUTHORIZE CHIEF EXECUTIVE OFFICER TO TAKE ACTION TO IMPLEMENT FIRST/LAST MILE MOTION**

**RECOMMENDATION**

CONSIDER:

- A. RECEIVING AND FILING status report on **work approach and resource needs to implement the Metro Board's First/Last Mile Motions 14.1 and 14.2**; and
- B. AUTHORIZING the Chief Executive Officer to take action to implement Board Motions 14.1 and 14.2.

**ISSUE**

On May 26, 2016, the Metro Board passed Motion 14.1 on first/last mile implementation. Motion 14.1 was subsequently amended by Motion 14.2 on June 23, 2016. The Board requested that staff report back on the Purple Line Section 2 in June 2016 and the balance of the motion at the October 2016 Board meeting. On June 15, 2016, staff reported to the Planning and Programming Committee on the Purple Line Section 2 and indicated that a full report back to the Board would occur in October 2016. As directed, this report comprehensively responds to Motions 14.1 and 14.2.

As outlined in detail in the financial impact section of this report, the total cost to implement the motions' multiple directives is estimated to be \$16.5 million for professional services and 6 additional full-time employees over a period of 4.5 years.

**DISCUSSION**

On May 26, 2016, the Metro Board passed Motion 14.1 on first/last mile implementation (Attachment E). The motion, subsequently amended by Motion 14.2 (allowing first/last mile active transportation improvements to be counted toward the 3% local contribution for rail projects) is expansive in scope and scale and has implications agency-wide and countywide. This comprehensive directive will

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improve safety, livability and access to transit. Through Board Motion 14.1, staff is directed to:

- Conduct first/last mile planning for 254 station areas in the county;
- Implement first/last mile improvements to coincide with the completion of the Purple Line Section 2;
- Incorporate the newly-designated Countywide First/last Mile Priority Network into the Long-Range Transportation Plan;
- Facilitate first/last mile improvements initiated by local jurisdictions through technical and grant assistance; and
- Establish first/last mile improvements into the project delivery process for future transit capital projects.

Motion 14.2 (Attachment F) allows city-funded first/last mile projects to count toward the 3% local contribution for rail projects. It should be noted that under provisions in Measure R, funding assumptions for future transit capital rail projects typically already account for the 3% local contribution in the project cost, which does not include first/last mile improvements. The Board-mandated inclusion of first/last mile components will increase the total project cost. Further, the actual cost of implementing first/last mile improvements will be determined through planning for each station area, will vary by project, and may be greater or less than the 3% contribution. Notably, while the Measure M ballot measure going to the voters on November 8 includes important provisions regarding 3% local contributions, this Board report addresses provisions and circumstances as they exist today for projects under Measure R.

This Board report adds definition and describes the cost and resource implications of the specific activities set forth in the motion. It details an approach to conduct first/last mile planning and incorporate first/last mile elements into future transit capital projects. In summary, the motion necessitates five new projects/programs:

- Transit Capital Projects Guidelines to Integrate First/Last Mile
- Purple Line Sections 2 and 3 First/Last Mile Planning and Design
- Countywide First/Last Mile Planning
- Grant/Funding Technical Assistance
- Matching Grant Program

Implementing all the mandated work will require 6 full-time employees (FTEs), including 4.5 FTEs supporting various aspects of program development and project planning and up to 1.5 FTEs supporting grant and technical assistance. Without this additional staffing, only a small subset of the directed work (Purple Line Planning and Capital Project Guidelines) can be accomplished in the near term, and then only by substantially delaying the following other initiatives:

- Grant-writing Assistance (as directed by Motion 14.1)
- Countywide FLM Planning and Design (as directed by Motion 14.1)
- Parks Access Motion
- Urban Greening Implementation Action Plan and Demonstration Projects
- First/Last Mile Training



- Affordable Housing and Sustainable Communities Strategy
- Annual Sustainability Report/Sustainability Metrics Update
- Sustainability Demonstration San Gabriel Valley COG
- Sustainability Demonstration Gateway Cities COG

We have identified a need for \$12.5 million for professional services over four fiscal years assuming the recommended staffing, and an additional need of up to a total of \$20 million to directly fund matching grants over a similar time frame. As detailed in this report, this resource estimate is based on comparable prior work efforts, and as such, should be viewed as the most accurate appraisal of the work possible at this time.

The approach detailed herein calls for intensive efforts to implement Board direction over four fiscal years (FY17-FY20). Due to time sensitivity and commitments described in staff's June 15, 2016 report to the Planning and Programming Committee, our first priority will be to implement first/last mile components of the Purple Line and to prepare guidelines pertinent to all future capital projects. Attachment D details the prioritization of work described in this Board report, along with an alternative scenario for deferred work efforts in the absence of additional staffing.

This report does not identify capital costs for a build-out of the Countywide First/Last Mile Priority Network, including future transit capital projects. The addition of first/last mile improvements to future transit capital projects as mandated by the Board has implications for the scope and total cost of those projects which will be reported to the Board on an on-going basis as each individual project progresses.

### Context and Prior Activities

Staff recognizes the far-reaching implications of Motions 14.1 and 14.2, and is well prepared to carry out the specified directives. Metro has played a vital role in advancing sustainability goals in the region and has focused on the concept of the first/last mile and sustainability in the county for many years, including planning and implementing a regional transportation system that increases mobility, fosters walkable and livable communities, and minimizes greenhouse gas emissions and environmental impacts. Metro took a leadership role on sustainability issues with the development of the 2012 Countywide Sustainability Planning Policy and Implementation Plan (CSPP). Through this policy, the agency defined long-term sustainability outcomes to facilitate greater coordination across modes, planning disciplines and government agencies. The concept of first/last mile fits squarely within the community and environmental dimensions of sustainability and was further developed in the First/Last Mile Strategic Plan (FLM Plan), which Metro adopted in April 2014. An outgrowth of the CSPP, the FLM Plan provides a path to systematically address the first/last mile challenge.

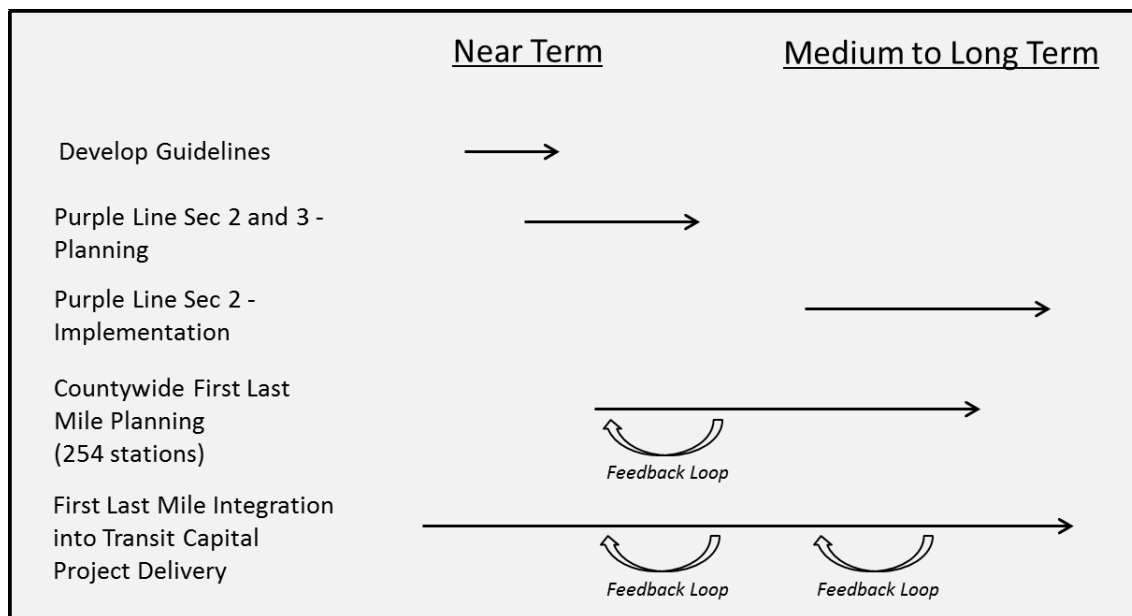
On May 26, 2016, the Metro Board of Directors adopted the Active Transportation Strategic Plan (ATSP) and designated the Countywide First/Last Mile Priority Network (Attachment A). Included in the ATSP is the Regional Active Transportation Network. By adopting the ATSP, Metro has adopted a comprehensive plan to increase access and mobility throughout the county that facilitates easier and safer walking and biking. By designating the Countywide First/Last Mile Priority Network, Metro is on the forefront of improving and enhancing the transit customer's experience accessing Metro

stations.

To continue improving access to Metro’s transit system, Motion 14.1 recognizes that first/last mile projects complement the transit system by providing mobility options, safety and choice. Further, by encouraging transit use and mode shift, Metro aims to achieve sustainability goals in the region that support the RTP/SCS and state goals for reduced greenhouse gas emissions.

The tasks directed by Board Motion 14.1 and 14.2 will play out over the course of several years taking into account approach, scope development, procurement, funding, and construction. In addition, feedback loops will be in place at key deliverables to ensure that the interrelated elements are continually being improved. See Figure 1 below.

*Anticipated Timeline for Motion Items Addressed in this Report  
Figure 1*



As outlined in the ATSP, implementation of the Regional Active Transportation Network and first/last mile projects requires close collaboration among different disciplines, jurisdictions and community stakeholders. Staff will rely on the methods and strategies outlined in both the ATSP and the First/Last Mile Strategic Plan to engage Metro departments and the community, and to partner with cities and the County of Los Angeles for unincorporated areas in order to implement these station access projects.

As Metro works to accomplish the directives specified in the first/last mile motion over the next several years, staff will evaluate the effects of these improvements on access to transit, vehicle miles traveled and greenhouse gas emissions. The forthcoming guidelines on first/last mile project delivery will identify additional performance metrics to ascertain how these projects improve transit access and measures of sustainability. The results will enable Metro to be flexible and innovative with

respect to how first/last mile projects are delivered.

### Work Approach

As described above, Motions 14.1 and 14.2 necessitate five distinct projects requiring FTEs and professional services, as well as direction impacting on-going Metro activities such as the Call for Projects and Long Range Transportation Plan. The intended approach for each of these activities is described below in prioritized order. Priority is based on both time sensitivity as well as cost-effectiveness. Activities to implement major capital projects are first priority in order to align first/last mile planning and implementation with the timelines for the larger transit capital projects. Other activities (Call for Projects, LRTP, and Grant Assistance) are high priorities due to their lower resource demands relative to anticipated benefits.

## **1. Transit Capital Projects - Purple Line Section 2 and Beyond**

Integrating the First/Last Mile Priority Network into the planning, design and implementation of capital projects is an important piece of the Board's overall direction in Motion 14.1 and will require several layers of effort. The work consists of guidelines development and Purple Line Section 2 first/last mile planning.

For projects that follow Purple Line Section 2, Metro will develop a set of guidelines to direct this full integration and carry out the Board's objectives. Pursuant to Director Solis' amendment to Motion 14.1, this will include Foothill Gold Line Phase 2B Extension to Claremont. These guidelines will cover process, timing, and funding considerations for including first/last mile network improvements in future capital projects. Guidelines **will not** cover how to develop a first/last mile plan, as this is already sufficiently laid out in the First/Last Mile Strategic Plan and the Active Transportation Strategic Plan. The following elements are anticipated for the guidelines:

- *Appropriate phasing of first/last mile planning and implementation activities within the context of a larger capital project (see working draft Attachment C for reference).* All projects will have a consolidated construction process, with first/last mile components included in the project scope and carried out in tandem. Ideally, first/last mile efforts will also be included in the planning and environmental review stages, but projects that are further along will be assessed on a case-by-case basis. Some projects (e.g., those with completed environmental clearances) will necessitate standalone first/last mile planning processes in order to "catch up" prior to implementation. Attachment C provides a snapshot of project planning, design, and implementation phases, and notes the stage of development of all current capital projects.
- *Delineation of responsibility between Metro and municipalities for planning and project delivery.* It is anticipated that Metro will have the lead role in planning, with input and review from cities. Project delivery will likely vary on a case-by-case basis in consideration of the given city's capacity. Guidelines will lay out considerations and options for shared roles, such as Metro leading project delivery with a minimal local review role; a city leading project delivery based on planned improvements and Metro review; or hybrids. In all cases, this collaborative process will result in a project plan for first/last mile improvements containing

specific agreed-upon components to be implemented. Project plans will focus on access improvements within the ½ mile walk-shed of each station, with some components possible up to three miles based on the bicycle access distance as defined in both the First/Last Mile and Active Transportation strategic plans and local active transportation planning efforts.

- *Funding considerations including the application of the 3% local contribution toward first/last mile components.* First/last mile components will be part of the overall project costing and, as specified in Board direction, will be defined, integral parts of the overall project not subject to value-engineering. The municipality will be able to apply the 3% local contribution toward any eligible improvement included in the project plan as described above, and conversely, may not count other active transportation investments that are not included in the project definition. Guidelines will also establish exclusions (e.g. on-going sidewalk maintenance, mitigation obligations, etc.) that cannot be counted toward the 3% contribution.

#### *Process, Approach, and Resources*

The Financial Impact section in this report will describe the level of effort and resources needed to carry out this direction. Briefly summarized, the process will entail:

- Metro will procure a consultant to assist in the development of these guidelines.
- A technical working group will be formed in order to capture input and advice from affected Metro departments and local agencies.
- An approximately 12-month development timeline (including time for procurement).

In terms of level of effort, First/Last Mile Implementation Guidelines are comparable to the development of other guidance documents that coordinate and direct internal processes for construction projects and communicate expectations and roles for external partners. For example, the Active Transportation Design Criteria and Metro's Countywide Urban Greening Plan include tasks for internal and interagency research and coordination and provide cross-agency guidance for future projects. We have referenced and compared scope elements from these projects in order to estimate the cost to develop the FLM Implementation Guidelines. See Financial Impact section for details.

As reported in June 2016, Metro will engage an additional consultant under a separate contract to prepare an FLM project plan for the Purple Line Section 2 (Attachment G). For efficiency, we also anticipate including Purple Line Section 3 stations in this planning effort. This will involve collaboration with the cities of Los Angeles and Beverly Hills, analysis of existing conditions data, conducting walk audits, and engaging communities in the station area, resulting in conceptual designs to serve each station. Further, this effort will develop detailed costing and a financial plan for Section 2. The financing plan for the Section 3 project will need to include the FLM components which will inform future decision points on FLM implementation. Environmental review for the FLM components will also be included in this overall effort, as environmental review for the transit project itself has already been completed. The work to develop a plan for the Purple Line is comparable to the planning, design, and environmental work previously done for the Gold Line Eastside Access project. See Financial Impact section for details.

While this aspect of first/last mile implementation will have resource implications beyond the specific areas discussed here (guidelines and Purple Line planning), including increases to scope for

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individual projects as well as the longer-term costs for project construction, we are not estimating the additional resource needs at this time. Rather, cost implications for individual projects will be reported to the Board as each project progresses through planning and implementation phases.

## 2. Existing Fund Sources / Capital Grant Prioritization / Long Range Transportation Plan

### *Review and Assessment of Existing Fund Sources*

The Metro Board of Directors requested staff to develop a funding strategy to implement first/last mile improvements identified in the Countywide First/last Mile Priority Network. Specifically, the Board requested staff under Motion 14.1, B.4 to “dedicate funding for the Countywide First/last Mile Priority Network in the ongoing Long-Range Transportation Plan update, including a review of first/last mile project eligibility for all Prop A, Prop C, and Measure R capital funding categories.” This is our assessment.

The Board-adopted ATSP includes Chapter 3: Implementation, which contains a summary of all eligible funding sources for implementation of the Countywide First/Last Mile Priority Network. This summary includes not only Proposition A, Proposition C, and Measure R, but also the other local, state, and federal sources eligible for first/last mile improvements. Importantly, eligible fund sources are not necessarily available fund sources. A key part of the next long range plan will be the reconciliation and prioritization of multiple funding demands against these projected revenue streams.

Currently, the Long Range Transportation Plan funds first/last mile improvements through the Metro Call for Projects (Call). Under previous direction from the Board, staff prioritized first/last mile projects in the 2015 Call for Projects. The Board may elect to increase the share of funding dedicated to first/last mile projects in future Calls, based on the priority of this investment compared to others.

As noted above, Metro’s Grant Assistance Policy has been successful in securing funding for first/last mile projects, and will be expanded, per Board direction.

### *Capital Grant Prioritization*

At the May 2016 Board meeting, the Metro Board directed staff to prioritize funding for the Countywide First/Last Mile Priority Network in Metro grant programs, including the creation of a dedicated first/last mile category in the Call for Projects.

In response to a June 25, 2015 Board motion (Item 16), staff is working with the Subregional Executive Directors Group on a restructured Call process to share Call decision-making with the subregional agencies while meeting federal and state requirements. Staff has briefed Metro’s Technical Advisory Committee, Streets and Freeways Subcommittee, Bus Operations Subcommittee, and the General Managers Group on this approach. As reported to the Planning and Programming Committee on August 18, 2016, the next Call funding cycle is on pause while this concept is further developed and the LRTP funding assessment referenced above in completed. Staff will report back to the Board as future Call funding availability is assessed through the upcoming Long Range Transportation Plan process. As the Call restructuring process evolves, first/last mile improvements may be prioritized beyond just its inclusion as an evaluation criterion in the 2015 Call

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for Projects.

#### *Long Range Transportation Plan - FLM Eligibility Review*

The Metro Board also directed staff to support the ATSP by dedicating funding in the LRTP update for the First/Last Mile Priority Network, including a review of first/last mile project eligibility for all Propositions A and C and Measure R capital funding categories. As the LRTP is updated over the next year, funding for first/last mile improvements will be identified.

Activities described in this section relate to consideration of first/last mile in on-going efforts, and therefore do not involve additional resource needs.

### **3. Technical Assistance**

Through Motion 14.1, the Board has directed Metro staff to provide technical and grant writing support to local jurisdictions wishing to deliver first/last mile projects. Staff recommends augmenting the existing Metro Grant Assistance Policy, which provides ongoing grant-writing technical assistance to projects applying to the state Active Transportation Program (ATP). This Board-adopted grant assistance program focuses on the implementation of Metro-adopted active transportation projects, programs, and policies such as the Active Transportation Strategic Plan (ATSP) and the First/Last Mile Strategic Plan and Planning Guidelines. Project selection, which is based on applications submitted voluntarily by local jurisdictions, prioritizes:

- Consistency with ATP and Metro goals
- Provision of local matching funds
- Funding needs greater than \$1 million

Under this existing policy, Metro is well-positioned to provide additional support for local jurisdictions seeking ATP funding to advance first/last mile projects around transit stations on the Countywide First/Last Mile Priority Network (Attachment A) identified in the ATSP and the first/last mile Board motion.

#### *Schedule*

Grant schedules vary by program. A typical grant-writing technical assistance schedule can take four to five months.

The Letters of Interest (LOI) solicitation process can easily be modified to accommodate projects of an appropriate dollar amount that have been developed and prioritized through a first/last mile planning process, are consistent with Metro's First/Last Mile Strategic Plan and Planning Guidelines and correspond with the availability and timing of funding for implementation. Additionally, the schedule could be augmented to allow for grant assistance in pursuing awards from other discretionary grant programs. The Affordable Housing and Sustainable Communities, Highway Safety Improvement Program, Transportation Investment Generating Economic Recovery program, and various Federal Transit Administration programs may also have funding eligible for first/last mile projects.

There could be opportunities to combine a match funding program with the grant assistance program,

so that promising first/last mile projects receive both matching funds and grant assistance from Metro to assist in efforts to obtain discretionary grant funds.

The Financial Impact section of this report details the resource needs associated with technical assistance. Staff's estimation in this area is based solely on an expansion of the existing grant assistance program to support a larger pool of applications.

#### **4. Countywide First/Last Mile Planning**

Motion 14.1 directed staff to conduct first/last mile planning for all existing and under construction Metro rail stations, Orange and Silver Line stations, 100 top ridership bus stops and all regional rail stations. In total, we identified 254 stations that fall under the definition in Motion 14.1 for first/last mile planning. See Attachment B for the list of stations and methodology utilized to determine them.

Per the motion, staff will apply the first/last mile planning methodology detailed in the First/Last Mile Strategic Plan (currently underway for all 22 Blue Line stations) to 254 locations. We anticipate 42 months to develop and complete first/last mile plans for these 254 locations (inclusive of start-up time for hiring and procurement). We will develop a more detailed schedule to describe the sequencing of planning work and include this in a status report to the Planning and Programming Committee within six months. The comprehensive countywide planning approach will entail innovative community engagement and in-the-field walking audits, and will result in funding-ready conceptual plans.

Through a grant from the state's Active Transportation Program (ATP), Metro is currently conducting the first/last mile planning work for the 22 Blue Line stations. This is the first time comprehensive first/last mile improvements have been planned for an entire rail line in the county. Part of the planning process includes innovative community engagement strategies tailored to the areas along the Blue Line. Successes and lessons learned from the Blue Line first/last mile effort will be applied to countywide first/last mile planning. In addition to other sources, the Blue Line First Last Mile Plan was used to approximate costs for first/last mile planning countywide.

The resource requirements for countywide first/last mile planning, including full-time employees (FTEs) and professional services needs, are covered in the Financial Impact section.

#### **5. Countywide First/Last Mile Priority Network Funding Match Program**

The ability to create and identify funding for a new Countywide First/Last Mile Priority Network funding match program, separate from existing Metro funding and grant programs, is highly dependent on the passage of the ballot measure in November 2016. If the ballot measure passes, an array of new funding sources will be available that could directly fund such a program or be used to free up other revenues from existing Metro projects/programs that will be directly funded through the ballot measure. Absent the passage of the ballot measure, the funding of a new match program will require that the Metro Board make tradeoffs with existing Metro projects/programs, including the redirection of funds that would otherwise be made available through programs such as the Call for Projects.

The intent of a Countywide First/last Mile Priority Network funding match program would be to support local agencies in securing funds from state and federal discretionary programs such as the state Active Transportation Program (ATP), as the availability of matching funds is often a criteria for award. It is proposed that Metro's funding match program focus on first/last mile improvements to existing transit stations within the Countywide First/Last Mile Priority Network consistent with the improvement plans developed for each station as discussed above (new transit stations will already incorporate such elements into their project scope and funding plans). Local jurisdictions may be able to utilize as a local match the total transit corridor/station project funding on grant applications for first/last mile elements of new stations and those jurisdictions would not be precluded from pursuing state and federal discretionary program funds.

Staff will develop a specific proposal for the matching grant program that will maximize the leveraging capacity of Metro funds, including but not limited to, the discretionary state Active Transportation Program. The Financial Impact section of this report preliminarily identifies a need of \$20 million per bi-annual grant cycle on this basis.

#### Role of On-Going Related Efforts

Motions 14.1 and 14.2 create a new slate of efforts within the existing Countywide Active Transportation and Sustainability Program that will have synergies with closely related on-going active transportation work. This section describes areas of potential overlap and coordination opportunities for selected initiatives. It should be noted that staff will revisit project timelines for the Active Transportation and Sustainability Program as a whole, in light of the added workload, and will provide on-going updates to the Ad Hoc Sustainability Committee on progress. As described above and in Attachment D, the absence of additional resources will necessitate substantial delay of work.

- **ATSP Implementation:** Multiple actions in the first/last mile motion overlap with implementation items in the Active Transportation Strategic Plan and will be coordinated by staff.
- **Urban Greening:** Metro completed an Urban Greening Plan and toolkit in October 2015. In January 2016, the Board subsequently approved an Implementation Action Plan to direct additional activities related to urban greening, including creating a set of demonstration projects. As Metro develops plans for first/last mile access improvements, we will also consider opportunities for urban greening interventions including storm water capture and infiltration, urban heat island reduction, and sustainable landscaping. Metro will use the newly completed toolkit for guidance in this effort and will seek to develop best practices going forward. Proceeding in this way will reinforce the role of green infrastructure in place-making and improving the physical environment and transit, help position projects to compete for funding sources that emphasize multiple benefits (especially cap-and-trade), and reduce the likelihood of non-coordinated multiple projects impacting local rights-of-way.
- **First/Last Mile Training:** As part of the previously committed set of first/last mile implementation activities, Metro has initiated a training program geared toward local staff and elected officials. The training instructs participants on how to plan, fund, and implement



first/last mile projects, and was intended originally to prompt cities to take a lead role in delivering projects. At this time, Metro is working with our selected consultant to adjust the curriculum for trainings in order to describe a more collaborative approach wherein cities will be working closely with Metro to plan and deliver projects.

- Parks Access Motion:** On June 23, 2016, the Metro Board approved a motion directing a planning effort to better link transit to parks and open space. A separate report on this agenda responds to that motion describing a planning process to identify specific opportunities for connectivity projects and demonstrations and an assessment of access issues countywide. Pertinent to the first/last mile motion, all planning work for station areas will consider nearby open space and parks as key destinations for transit riders, and will identify project components that will improve connectivity where appropriate.

**FINANCIAL IMPACT**

Adoption of the recommendations would have impacts to the agency as described below.

Motions 14.1 and 14.2 direct several new areas of activity for Metro as described in this report. These new efforts will necessitate resources in terms of both new professional services contracts and full time employees (FTEs) if implemented in the near future. Within this section, staff is providing an estimate of resource needs to carry out this work. This estimate was developed by reviewing comparable past and on-going work efforts. See Attachment D for details on comparable projects and estimating methodology.

The chart below (Figure 2) summarizes our resource needs to carry out the Board’s direction as described above. It should be clearly noted that costs estimated here cover the specific near term activities included in the motions including planning and design, a process to integrate first/last mile in future capital projects, and enhanced technical assistance and granting capacity. Notably, incremental cost increases to future transit capital projects due to the inclusion of first/last mile improvements are not included in this review. Rather, those costs will be detailed and reported to the Board as project plans are completed.

*Professional Services and FTE Needs Overview  
Figure 2*

Activity	Estimated Schedule and Duration	Unit	Estimated Professional Services	Estimated # FTEs and Cost of FTEs
Capital Projects Guidelines Development	Start - Oct Dec. 2016 <b>Duration - 12 months</b> (including procurement)	Countywide	\$138,000	.75
Purple Line Sec 2 and 3 Planning and Design	Start - Oct Dec.2016, <b>Duration - 30 months</b> (including procurement)	5 Stations	\$1.625 million	.625

Countywide Planning and Design	Start - Oct Dec.2016, <b>Duration - 42 months</b> (including procurement)	254 Station Areas and Stops	\$10 million	3
Grant Assistance	Start - Oct Dec.2016, <b>Duration - 18 months</b> (including procurement)	30 Project Applications	\$700,000	1.5
<b>TOTAL:</b>	<b>4.5 Years</b>		<b>\$12.5 million in Professional Services</b>	<b>5.875 FTEs</b> <i>Estimated Annual Cost of FTEs: \$900,000 to \$1 million</i>
<b>GRAND TOTAL:</b>	<b>\$16.5 million in Prof. Services and FTEs over 4.5 years (approx. \$3.66 million per year)</b>			
Matching Grant Program	Pending budget action, and timed to applicable grant cycles, especially ATP	30 Projects	\$20 million biennially (approximately)	0

Not including the matching grant program, the total estimated third party cost to carry out work as described in this report is \$12.5 million, which is detailed in Attachment D. FY17 will mostly involve start-up activities such as procurement and \$125,000 in professional services is anticipated to be incurred. The FY17 budget includes the current fiscal year needs in Cost Center 4340, Sustainability Policy and Programs, under Project Number 450009, Sustainability Demonstration Projects.

For FY17, three new FTEs are needed to support the work program outlined in this report. Upon approval of this work plan by the Board, the three FTEs will be considered among other agency priorities to be drawn from the mid-year "reassignment pool" of available FTEs across the agency. However, should other agency needs determine first assignment of those available FTEs, staff will return to the Board for consideration of a budget amendment to FY17 that would underwrite these positions. The additional three program staff positions identified in this report will be requested from either the "reassignment pool" or through the FY18 budget cycle.

Since this is a multi-year project, the cost center manager and the Chief Planning Officer will be accountable for budgeting the cost in future years, including any option exercised.

As noted above, absent the passage of the potential ballot measure, the funding of a new match program will require that the Metro Board make tradeoffs with existing Metro projects/programs. Approval of this report provides direction to the Chief Executive Officer to identify and budget resources as outlined here.

Impact to Budget

The funding sources are Propositions A, C, and Transportation Development Act Administration, which is not eligible for bus and rail operating or capital expenses.

### **ALTERNATIVES CONSIDERED**

The Board may decide not to approve the work approach and resource needs in this report. Alternatively, the Board could modify elements of Board Motions 14.1 and 14.2 and staff would develop corresponding recommendations on scope and resource requirements.

### **NEXT STEPS**

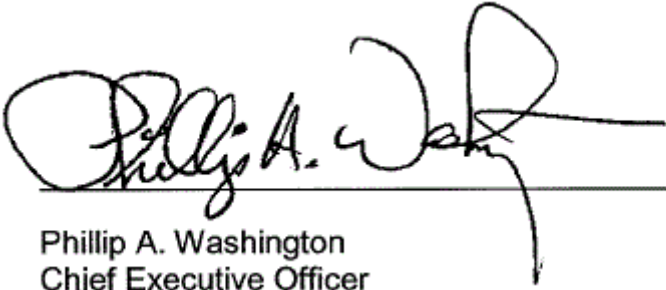
If approved, staff would initiate steps to determine the availability of staff through the RIPA or pursue needed budget actions, and proceed with hiring and consultant contracts within the parameters described above. Staff will report back to committee twice a year on the status of implementing Motions 14.1 and 14.2.

### **ATTACHMENTS**

- Attachment A - Countywide Priority First/Last Mile Network
- Attachment B - Stations and Stops for First/Last Mile Planning
- Attachment C - Capital Projects Implementation Steps
- Attachment D - FTE and Professional Services Needs
- Attachment E - Motion 14.1
- Attachment F - Motion 14.2
- Attachment G - June 15, 2016 Board Report: First/Last Mile Purple Line Section 2; 3% Local Contribution Provision

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