

**FIRST AMENDMENT TO
FOOTHILL EXTENSION PHASE 2B FUNDING AGREEMENT**

This First Amendment ("First Amendment") to Foothill Extension Phase 2B Funding Agreement Glendora to Claremont ("Agreement") is dated for reference purposes only _____, 2018 and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the Metro Gold Line Foothill Extension Construction Authority ("Recipient"), FTIP# LA29212XY.

WHEREAS, the parties entered into the Agreement based on the written agreement that only those revisions set forth in the third paragraph of Section A2.2.2 would be included in any amendment to accommodate the amount of Cap and Trade Funds received from the State of California in connection with the Transit and Intercity Rail Capital Program;

WHEREAS, LACTMA received \$290,200,000 in Cap and Trade Funds for the Project ("Cap and Trade Funds") and desire to add this amount to the amount of funds available to Recipient to complete the Project;

WHEREAS, the parties acknowledge that Recipient desires that the Project extend into San Bernardino and terminate at the proposed Montclair station and that Recipient is procuring the Project in a manner that will allow for such an extension after the design-build contractor is selected for the Phase 2B light rail alignment; however, the parties acknowledge that the Funds may not be spent on such an extension until the parties execute a written amendment to the Agreement providing therefor.

NOW, THEREFORE, the parties hereby agree as follows:

1. The defined terms herein, as identified by initial capitalization, shall have the meanings ascribed to them in the Agreement, unless otherwise indicated.
2. Section A2.1. A second sentence is added to Section A2.1 which reads "The one-time grant referred to in the preceding sentence is increased by the amount of \$41,000,000 to accommodate amounts included in the TIRCP grant application awarded funding in 2018."
3. Section A2.1. The definition of the term "Funds" is hereby revised to include the Cap and Trade Funds, as defined herein.
4. Section A2.2. The \$1,364,664,635 referenced in the initial clause of Section A2.2 is hereby revised to be \$1,405,667,000.
5. Section A2.2.2. The first sentence of the first paragraph of Section A2.2.2 is hereby amended and restated to read as follows: "LACTMA received \$290,200,000 in Cap and Trade Funds from the State of California for the Project ("Cap and Trade Funds")."

6. Section A2.2.2. The first sentence of the second paragraph of Section A.2.2.2 is hereby amended and restated to read as follows: "If the Cap and Trade Funds are not sufficient to cover the entire cost of the Project, 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."
7. Section A2.2.2. The third paragraph of Section A.2.2.2 is hereby amended and restated to read as follows: "If additional funding amounts are required to complete the Project and once it is determined how such additional amounts are 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 additional funding, if necessary, and (ii) revise any amounts that may have been modified with the reduction process, including, the Project LOP, LACMTA Requested Betterments and the Estimated Amount."
8. Section B8.1.

The last sentence of the first paragraph of Section B8.1 is hereby amended and restated to read as follows: "For accounting purposes only, adding the Recipient Funding Commitment of \$42,206,122 to the one-time grant in the amount of \$1,405,667,000, makes the total project cost equal to \$1,447,873,122."

The first sentence of the second paragraph of Section B8.1 is hereby amended and restated to read as follows: "To date, LACMTA acknowledges that Recipient has provided estimates showing how it intends to satisfy the first \$36,131,067 of the total Recipient Funding Commitment."

9. Attachment B. Attachment B is hereby amended and restated as set forth in the attached "Revised Attachment B".
10. Attachment C. Attachment C is hereby amended and restated as set forth in the attached "Revised Attachment C".
11. Attachment D. Attachment D – Scope of Work will be amended if the Montclair Extension is authorized and that, once such amendment occurs, \$41,000,000 of Cap and Trade Funds will be available to complete the Montclair Extension.
12. Recipient shall not authorize the Montclair Extension unless Recipient has obtained full and binding funding commitments for the total cost of the Montclair Extension from a source or sources other than LACMTA. Nothing in the Agreement or this First Amendment shall create an obligation on the part of LACMTA to fund any portion of the Montclair Extension.

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

LACMTA:

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

Recipient:

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:

MARY C. WICKHAM
County Counsel

APPROVED AS TO FORM:

Nossaman LLP

By: _____
Deputy

By: _____
Alfred E. Smith, II
General Counsel

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

| Capital Project 865202 Sources of Funds | FY 15 | FY 16 | FY 17 | FY 18 | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 | FY 24 | FY 25 | FY 26 | FY 27 | Total |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------|
| Measure R 35% | 4.1 | 3.2 | 9.0 | 20.5 | 35.3 | 24.4 | | | | | | | | 96.5 |
| Measure M | | | | | 78.3 | 99.9 | 153.6 | 166.2 | 129.1 | 132.9 | 150.1 | 82.3 | 26.6 | 1,019.0 |
| Transit and Intercity Rail Capital Program (TIRCP) | | | | | | 290.2 | | | | | | | | 290.2 |
| Total Project Funding | 4.1 | 3.2 | 9.0 | 20.5 | 113.6 | 414.5 | 153.6 | 166.2 | 129.1 | 132.9 | 150.1 | 82.3 | 26.6 | 1,405.7 |

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

| Capital Project 865202 Uses of Funds | FY 15 | FY 16 | FY 17 | FY 18 | FY 19 | FY 20 | FY 21 | FY 22 | FY 23 | FY 24 | FY 25 | FY 26 | FY 27 | Total |
|---|------------|------------|------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------|-------------|----------------|
| Pre-Construction | 4.1 | 3.1 | 9.2 | 14.1 | 7.5 | | | | | | | | | 38.0 |
| Construction DB2 | | | | | 26.3 | 77.6 | 137.8 | 148.9 | 88.6 | 56.7 | 64.8 | 22.0 | | 622.7 |
| Construction DB3 | | | | | | | | 20.0 | 40.0 | 40.0 | 20.0 | | | 120.0 |
| Right of Way | | | | | 30.0 | 36.0 | 3.0 | | | | | | | 69.0 |
| Professional Services | | | | 12.0 | 19.4 | 19.7 | 19.4 | 19.6 | 19.8 | 20.4 | 20.8 | 17.9 | | 169.0 |
| Project Contingency | | | | | 19.0 | 19.0 | 19.0 | 19.0 | 19.0 | 19.0 | 19.0 | 19.0 | 22.0 | 174.0 |
| Vehicles | | | | | | | | | | 10.0 | 30.0 | 29.0 | 15.0 | 84.0 |
| Metro Costs | | | | 2.6 | 3.0 | 5.0 | 17.4 | 18.0 | 18.0 | 21.0 | 10.1 | 10.3 | 3.0 | 108.4 |
| Metro Contingency | | | | | | 2.0 | 2.3 | 4.0 | 4.0 | 5.0 | 2.3 | 1.0 | | 20.6 |
| Total Project Costs | 4.1 | 3.1 | 9.2 | 28.7 | 105.2 | 159.3 | 198.9 | 229.5 | 189.4 | 172.1 | 167.0 | 99.2 | 40.0 | 1,405.7 |