

FTA Grant No: CA-20XX-XXX
FIS Grant No: 700XXX
FTIP: LA0D337

Agmt: xxxxxxxxxxxxxxxxxxxx
CFDA: 20507
DUNS: 112259267

AGREEMENT

This Funding Agreement (“Agreement”) is made and entered into effective as of XXXXXXXX XX, 2024 (“Effective Date”), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Los Angeles Bureau of Street Lighting (“BSL”).

RECITALS:

- A.** In FY2021, the Bus Operators Subcommittee (BOS) allocated \$1,272,000 of Federal Section 5307 1% Transit Enhancements funds (the “Federal Funds”) to LACMTA for the Installation of Enhanced Bus Stop Lighting at system-wide bus stop locations.
- B.** Federal Transit Administration (FTA) awarded Grant CA-20XX-XXX (the “Grant”) for \$1,272,000 of federal funds for the procurement and installation of energy efficient lighting to LACMTA bus stops (the “Project”).
- C.** The total cost for the Project is estimated to be \$1,590,000 (“Estimated Cost”). LACMTA desires to pass through to BSL up to \$1,272,000 of Federal Funds and up to \$318,000 of LACMTA Local Funds (the “Local Funds”) for the Project. Collectively, the Federal Funds and the Local Funds constitute the Project budget and are referred to herein as the “Funds.”
- D.** BSL will design, procure, and install energy efficient lighting at/or adjacent to LACMTA bus stops within City of Los Angeles, as set forth in the Scope of Work (SOW) (Exhibit “A”).
- E.** LACMTA Board action of XXXXXXXX XX, 2024, authorized the Chief Executive Officer to negotiate and execute funding agreement in the not to exceed amount of \$1,590,000 with BSL and act as the pass-through agency on its behalf for Federal Transit Administration funds and as the grantor of the Local Funds, contingent upon Los Angeles City Council action to accept the funds.
- F.** Whereas, the City of Los Angeles Board of Public Works action has approved the funding agreement on XXXXXXXX XX, 2023.
- G.** The parties hereby desire to execute this Agreement to authorize LACMTA to “pass through” the Federal Funds and for LACMTA to grant the Local Funds to BSL, all as set forth herein.

1. PAYMENT OF FUNDS

1.1 To the extent LACMTA receives Federal Funds pursuant to the Federal Grant, LACMTA shall use such Federal Funds to reimburse BSL for eligible Project expenses as set forth herein. Advanced payments of Federal Funds by LACMTA are not allowed.

1.2 To the extent the Local Funds are available, LACMTA shall make to BSL a grant of the Local Funds in the amount of \$318,000.

1.3 Payments to BSL will be processed by LACMTA within a reasonable time period, but in no event more than sixty (60) calendar days after receipt of a Request for Reimbursement, which complies with the requirements of Section 4 below.

1.4 BSL shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), the FTA and of LACMTA as required by LACMTA to fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency.

2. LACMTA COSTS

2.1 LACMTA will not charge BSL for administrating the Federal Funds.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire 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 BSL.

4. REQUEST FOR REIMBURSEMENT

4.1 All eligible Project expenses, as defined in the SOW, incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

4.2 Not more frequently than once a month, BSL will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred and paid for by BSL consistent with the Project's SOW. The Request for Reimbursement submitted by BSL shall be signed by an authorized agent who can duly certify the accuracy of the included information. Advance payments by LACMTA are not allowed.

4.3 Each Request for Reimbursement shall report the total of Project expenditures, specify the percent and amount of Federal Funds and Local Funds to be reimbursed, and include a detailed invoice describing all invoiced work completed.

4.4 LACMTA may retain 10 percent of each invoice amount until LACMTA has evaluated BSL's performance according to the criteria specified by LACMTA and the data provided by BSL and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. BSL shall invoice LACMTA for reimbursement of the 10 percent retention separately.

4.5 The Request for Reimbursement must be submitted on the BSL's letterhead and shall be accompanied by appropriate documentation supporting costs incurred.

4.6 BSL should consult with LACMTA's Grant Manager for questions regarding non-reimbursable expenses.

4.7 Total payments shall not exceed \$1,590,000 (the sum of the Federal Funds and the Local Funds) provided for the Project. No Request for Reimbursement will be processed by LACMTA for expenses incurred after the Termination Date of this Agreement.

4.8 If any amounts paid to BSL are disallowed or not reimbursed by the FTA for any reason, BSL shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein and within the Federal Grant.

4.9 BSL shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. BSL acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.10 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net

Agmt#_xxxxxxxxxxxxxxxx(FTA GRANT CA-20XX-XXX)

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority

P.O. Box 512296

Attention: Metro Accounts Payable

Los Angeles, CA 90051-0296

Agmt#xxxxxxxxxxxxxxxx(FTA GRANT CA-20XX-XXX)

A copy of all Requests for Reimbursement submittals shall also be forward to LACMTA's Grant Manager, either by email (crumpt@metro.net) or by standard mail to the following

address:

Los Angeles County Metropolitan Transportation Authority
Regional Grants Management
Attention: Tyrone Crump
One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952

4.11 BSL shall provide written notification to LACMTA's Grant Manager regarding any changes to the Project management team. Unless otherwise specified, the following BSL's address and contact person will be used by LACMTA for all correspondence and documentation relevant to this Agreement:

City of Los Angeles
Bureau of Street Lighting
1149 S Broadway, Ste. 200, Stop 545
Los Angeles, CA 90015
Attention: Fabian Cheng, Assistant Director

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and BSL execute this Agreement and LACMTA has entered into the Federal Grant with the FTA. The end date of reimbursable activities is the Termination Date of this Agreement.

6. FEDERAL REQUIREMENTS

6.1 BSL shall utilize the Funds to complete the Project as described in the SOW and in accordance with the Federal Grant requirements of the FTA and this Agreement.

6.2 All FTA requirements and guidelines, as summarized in the Federal Grant and the FTA Master Agreement, are incorporated by reference herein as part of this Agreement. These requirements include, but are not limited to:

- (a) Assurances of legal authority.
- (b) Certification of non-debarment, suspension or termination.
- (c) Certification of a drug-free workplace.
- (d) Inter-governmental review(e) Civil Rights review, including Title VI Program review.
- (f) Disadvantaged Business Enterprise (DBE) assurances.
- (g) Americans with Disabilities Act (ADA) disability non-discrimination.
- (h) Office of Management and Budget (OMB) circulars.
- (i) Lobbying certifications.
- (j) Buy America requirements.
- (k) NEPA environmental review.

- (l) Single audit requirements.
- (m) FTA Circular C 9300.1B (Capital Program).
- (n) FTA Circular C 5010.1E (Grants Management).
- (o) FTA Circular C 4220.1F (Third-Party Contracting).
- (p) Section 5333(b), Employee Protective Arrangements, of Federal Transit Act.

6.3 LACMTA shall not be responsible for providing any funding to substitute for the Federal Funds in the event the Federal Grant is withdrawn or is recalled for any reason.

6.4 Should the FTA or the USDOL require amendments, revisions, deletions of, or additions to the provisions contained within this Agreement, BSL shall promptly execute all such amendments, revisions, deletions, or additions, as necessary, to comply with requirements of the FTA and the USDOL.

7. REPORTING AND AUDIT REQUIREMENTS

7.1 BSL shall be subject to and shall comply with all applicable requirements of LACMTA, the FTA and DOL regarding Project reporting and audit requirements. BSL shall use the assigned FTA Grant number CA-20XX-XXX and Agreement number xxxxxxxxxxxxxxxxxxxx on all correspondence.

7.2 BSL shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Quarterly Narrative and Financial Report on Project progress
- (b) Copy of BSL's official annual fiscal report
- (c) Copy of BSL's annual independent A-133 single audit report of the Project
- (d) Annual FTA compliance self-certification
- (e) Other reports that may be required

7.3 BSL shall submit the Quarterly Progress Report within fifteen (15) days after the close of each quarter in the months of October, January, April and July. Should BSL fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse BSL until the completed required report is received, reviewed, approved. If no activity has occurred during a particular quarter, BSL will still be required to submit the Quarterly Progress Report indicating no dollars were expended that quarter.

7.4 LACMTA and the FTA and/or their respective designees, in order to fulfill their respective responsibilities as the grantee/designated recipient and grantor of the Federal Grant, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. BSL shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. BSL shall reimburse LACMTA for any expenditure not in compliance with the SOW or other

terms and conditions of this Agreement, other applicable requirements of LACMTA or requirements of the Federal Grant, or other applicable requirements of the FTA. LACMTA shall use FAR standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

7.5 BSL shall retain all original records and documents related to the Project for a period of three (3) years after final payment is made or in accordance with the Federal Grant, whichever time period is longer.

7.6 BSL shall obtain the services of an independent auditor to conduct a single audit of the Project each year in conformance with the provisions of OMB Circular A-133. The audit shall also include an audit of this Agreement, as a pass through of US Department of Transportation funds. BSL shall submit a copy of each single audit to LACMTA within thirty (30) days of its completion.

8. FUNDS AVAILABILITY

8.1 Federal Funds: This Agreement is a pass-through Agreement of FTA grant funds. The Grant consists of 5307 1% Transit Enhancement Funds and is subject to the terms and conditions of this Agreement and the Grant and the applicable requirements of FTA and LACMTA. This Agreement neither implies nor obligates any funding commitment by LACMTA for the Project.

8.2 Local Funds: This Agreement includes a one-time only grant of the Local Funds. The Local funds are subject to the terms and conditions agreed to herein.

9. EXPENDITURE AND DISPOSITION OF FUNDS

9.1 The expenditure and disposition of the Federal Funds by BSL shall be subject to and in accordance with the terms and conditions of this Agreement, the Federal Grant and applicable requirements of the LACMTA and FTA. BSL shall not utilize the Federal Funds in any way or on any project other than that specified in this Agreement and the Federal Grant.

9.2 At the substantial completion of the Project, BSL will submit to LACMTA a Notice of Substantial Completion when: (i) the contractor has completed all the activities specified in the SOW, except punch list items; and, (ii) BSL has ensured that the work was performed in accordance with all applicable Project requirements outlined in the SOW. Within a reasonable time thereafter, BSL and LACMTA will inspect the Project to ascertain substantial completion and to agree on the punch list. BSL shall ensure that all punch list items are completed and shall submit a Request for Final Acceptance. Within 30 days thereafter, LACMTA will inspect the Project. If accepted, BSL shall obtain and submit to LACMTA releases from its contractors and subcontractors. Upon approval of the releases, LACMTA will release any retention and make a final payment to BSL. If the Project or releases are not accepted or approved by LACMTA, BSL shall perform, or have its

contractors perform, such acts as are necessary to obtain acceptance of the Project or releases.

9.3 BSL shall be responsible for any and all cost overruns incurred as a result of this Project. Under no circumstance will the total amount of money that LACMTA reimburses BSL exceed the amount of the Funds. Upon purchase, all Project components as set forth in the SOW, will become the property of BSL, who shall be responsible for covering all maintenance and repair costs over the entire useful life of this federally funded Project.

9.4 Upon completion of the Project described in the SOW and disposition of the 10% retention, any unused Federal Funds shall revert back to the FTA and any unused Local Funds shall remain with LACMTA.

9.5 BSL shall address all correspondence to the FTA regarding this Project through LACMTA's Grant Manager.

9.6 The Funding Plan lists the sources of funds for the Project and is included in the SOW.

9.7 No material changes, as determined by LACMTA in its reasonable discretion and subject to the final discretion of the FTA, to the SOW shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's Chief Executive Officer or his/her designee and amendment to the Federal Grant evidencing the FTA's acceptance of such material change. BSL shall give advance notice to LACMTA of all proposed changes to the SOW that BSL submits to LACMTA.

10. TIMELY USE OF FUNDS

10.1 BSL shall demonstrate timely use of the Funds by expending the Funds for allowable costs from its Effective Date, unless otherwise stated in this Agreement.

10.2 In the event this Agreement is not executed and/or evidence of timely use of the Funds is not demonstrated as described in Section 8.1 of this Agreement, the Project will be re-evaluated by LACMTA and the Funds may be subject to deobligation consistent with FTA requirements. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

11. DEFAULT

Default under this Agreement is defined as one or more of the following: (i) BSL fails to comply with the terms and conditions contained in this Agreement or the Federal Grant; (ii) BSL fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) BSL makes a material change to the SOW without prior written consent or approval by LACMTA and the FTA; or, (iv) BSL is in default of any other applicable requirements of LACMTA or the FTA.

12. REMEDIES

12.1 In the event of a default by BSL, LACMTA shall provide written notice of such default to BSL with a 30-day period to cure the default. In the event BSL fails to cure the default, or commit to cure the default and commence the same within such 30 day period and to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make a determination to make no further disbursements of funds to BSL; (iii) LACMTA may recover from BSL any funds paid to BSL after the default; and/or (iv) any remedies the FTA may have under the Federal Grant.

12.2 Effective upon receipt of written notice of termination from LACMTA, BSL shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing, in which case the disbursement of funds shall continue in accordance with this Agreement.

12.3 Subject to LACMTA's agreement providing prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

13. SECTION 5333(b) REQUIREMENTS

13.1 For purposes of satisfying the requirements of Section 5333(b) of the Federal Transit Act, by signing this Agreement, BSL certifies its acceptance of the terms and conditions of all protective arrangements applicable to all capital and operating assistance projects and of any other Section 5333(b) protections certified by the USDOL as applicable to any federal funding received.

13.2 BSL shall indemnify, defend, and hold harmless the LACMTA and its employees, officers and agents for any claims properly brought by public transportation employees in BSL's service area or by its subcontractors pursuant to the Special Warranty, or any other Section 5333(b) arrangements, that may be filed against LACMTA and that may arise from any or all of the Federal Grant awarded to LACMTA on behalf BSL for the Project.

14. OTHER TERMS AND CONDITIONS

14.1 This Agreement, along with the applicable requirements of the FTA, DOL, LACMTA and the Federal Grant, constitutes 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 and signed by the parties who executed the original Agreement or by those at the same level of authority.

14.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of

California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

14.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by BSL under or in connection with any work performed by, and/or service provided by, BSL, its officers, agents, employees, contractors and subcontractors under this Agreement or the guidelines. BSL shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) use of the Funding Amount by BSL, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of BSL's obligations under this Agreement or the Federal Grant; or (iv) any act or omission by BSL, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services including, without limitation, the SOW as described in this Agreement.

14.4 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, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

14.5 BSL shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

14.6 BSL shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

14.7 Subject to all requirements of this Agreement, the Federal Grant, and all other applicable requirements of LACMTA and FTA, including without limitation the requirement of competitive procurement of services and assets, BSL may contract with other entities, including its affiliates in a project management role, to implement this Agreement.

14.8 This Agreement shall be governed by California law and applicable federal law. 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.

14.9 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

14.10 All notices shall be given to the project managers of each agency at the addresses specified in Section 4 of this Agreement, unless otherwise notified in writing.

14.11 BSL, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and 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. BSL shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

14.12 BSL agrees to comply with USDOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 49 C.F.R. Part 18.

14.13 BSL agrees that federal laws and regulations control Project award and implementation. BSL also agrees that federal directives as defined in the FTA Master Agreement, set forth federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. BSL understands and agrees that unless FTA has offered express written approval of alternative procedure or course of action differing from a procedure or course of action set forth in the applicable federal directive, BSL may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved by FTA.

14.14 BSL understands and agrees that federal laws, regulations, and directives applicable to the Project and to itself as the applicant for federal funds on the date on which the FTA authorized official awards of federal assistance for the Project may be modified from time to time. In particular, new federal laws, regulations and directives may become effective after the date on which BSL executes the Agreement for the Project, and might apply to that Agreement. BSL agrees that the most recent of such federal laws, regulations and directives will govern the administration of the Project at any particular time, except to the extent FTA determines otherwise in writing.

14.15 BSL understands that it will make reference to the Catalog of Federal Domestic Assistance (CFDA) number for the Section 5307 Urbanized Area Formula Program (20.507) in all its correspondence, including quarterly progress reports, invoices, and single audit reports.

15. COMMUNICATIONS

15.1 BSL shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project

Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. BSL shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Customer Experience Officer.

15.2 For purposes of this Agreement, “Communications Materials” include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of “Communications Materials” is found in the Funding Agreement Communications Materials Guidelines.

15.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

15.4 BSL shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

15.5 The LACMTA Project Manager shall be responsible for monitoring BSL compliance with the terms and conditions of this Section. BSL failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date written above.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

CITY OF LOS ANGELES

By: _____ Date: _____
Miguel Sangalang
Executive Director, Bureau of Street Lighting

APPROVED AS TO FORM:

By: _____ Date: _____
Tanea Ysaguirre
Deputy City Attorney