

ATTACHMENT A
Manner In Which The City Will Be Reimbursed For Costs

The LACMTA agrees to reimburse the City in the manner provided by this Agreement for its Costs (Direct and Indirect) for all staff and Consultants performing work associated with the C1045 Contract consistent with this Agreement. Indirect Costs shall be computed based upon the maximum rates allowable under federal and/or state law. Unless the Internal Revenue Service or the California Public Utilities Commission issues regulations or rulings to the contrary, reimbursable Costs will not include taxes purportedly arising or resulting from the LACMTA's payments to the City under this Agreement.

The City agrees to procure, and the LACMTA agrees to reimburse the City for, a third-party Consultant or Consultants who will assist the City in meeting its obligations under this Agreement. The Consultant(s) may include a team of individuals who provide a variety of services on behalf of the City, which, at minimum, shall include the following: 1) coordinating and facilitating plan review/approval and Construction management/observation; 2) observing and approving the installation of City Facilities; and 3) monitoring and enforcing the mitigation control measures provided in the Final Environmental Impact Report, this Agreement and its attachments and exhibits. In order to perform all services at a sufficient level, with the City's approval, the Consultant may hire a sub-consultant or sub-consultants to perform specific services when necessary. The LACMTA shall only reimburse the City for Consultant(s) work that is performed in furtherance of the C1045 Contract.

City staff may oversee, review or comment on the work of the Consultant(s) and the City shall be entitled to reimbursement for such work. The LACMTA agrees to reimburse the City for Direct and Indirect Costs of City staff performing work or providing services associated with the C1045 Contract.

Notwithstanding the other provisions of this Article, LACMTA agrees that it will continue the current reimbursement procedure it has with the City whereby it deposits funds in the amount of \$250,000 into a City account for the City to draw down upon for the work it has performed in conjunction with the obligations set forth in this Agreement so long as the City provides an adequate accounting of its work. The LACMTA shall replenish said fund on a monthly basis so that \$250,000 is available in the City account from month-to-month. This reimbursement practice shall apply up until the annual work plan for the Fiscal Year ending June 30, 2017 is implemented, unless the Parties otherwise agree to continue or discontinue the current reimbursement practice. Upon discontinuance of this reimbursement practice, reimbursement for Costs to the City shall be in accordance with the provisions detailed below in this Article for work covered by an annual work plan for Fiscal Year 2016-17 and all subsequent years.

To assist the LACMTA and the City in estimating the level of service to be provided for work associated with the C1045 Contract which will require work by the City and its Consultant(s) pursuant to this Agreement, the LACMTA and the City will cooperate to develop a mutually agreeable annual work plan for each Fiscal Year starting with Fiscal Year 2016-17 for which such work by the City will be required, in accordance with the following provisions:

- (a) Not later than February 28 of 2016 and each calendar year thereafter during the term of this Agreement, the LACMTA shall provide City with information regarding anticipated C1045 Contract requirements. The LACMTA's provided information shall include a list of each item of work that the LACMTA anticipates to request from the City for the C1045 Contract during the upcoming Fiscal Year and the estimated start and finish dates for the work item that the LACMTA anticipates to request from the City. Within thirty (30) Working Days after receiving the required information from the LACMTA, the City shall submit a preliminary annual work plan to the LACMTA for required work by the City during the upcoming Fiscal Year, which would include an estimated amount of money, via a Form 60 (a copy of which is attached as Exhibit B to this Agreement), that the City will require for reimbursement of work performed and purchase of requested items.
- (b) For each Fiscal Year, following the LACMTA's receipt of the preliminary annual work plans, the City and the LACMTA shall each negotiate in good faith such issues as are necessary in order to attempt to finalize such annual work plans, not later than April 30 prior to the commencement of such Fiscal Year.
- (c) For each Fiscal Year, within sixty (60) Days after the City's submittal to the LACMTA of the final annual work plans agreed upon by the Parties, the LACMTA shall issue to the City a Work Order identifying each item of work the LACMTA anticipates the City will perform through the end of the Fiscal Year, the amount of money the City and the LACMTA estimate that the City will be reimbursed therefore, and the anticipated schedule for performance of such work. For funding purposes, such Work Orders may be made effective as of the estimated work start date for the described activities upon the City's sign-off of the Work Order. The City and the LACMTA acknowledge that, due to the dynamics of the Project and related Construction, such Work Orders will be subject to amendments (including additions, deletions and modifications), and additional Work Orders may be issued throughout the Fiscal Year as deemed appropriate by the Parties and as approved by the LACMTA and the City by signing off the amendment to the Work Order or additional Work Order.

The LACMTA shall issue Work Orders to the City, following the City's submittal of an estimate in the form of a Form 60. Completion of the Form 60 is required by the LACMTA to authorize the performance of all work and the purchase of all materials and equipment required under the terms and conditions of this Agreement. The City and the Consultant(s) may perform any work so authorized. Each Work Order shall specify the work to be performed, including the work by City staff and the City's Consultant described in this Article, and any materials or equipment to be acquired, the amount of money that the City will be reimbursed therefore, and a schedule, including the estimated starting and finishing dates for work so authorized. Work Orders shall include estimated schedules. The City shall not be authorized to do any work, and shall not be paid, credited or reimbursed for Costs or expenses associated with any work, not requested by a Work Order, unless otherwise mutually agreed in writing. The City shall not be required to perform any work not requested by a Work Order or not otherwise to be reimbursed pursuant to

written agreement. The City shall be reimbursed for all Costs for work requested by a Work Order, regardless of whether such Costs exceed the agreed upon estimate.

The City shall submit billings for reimbursement of Costs as soon as practicable. Each billing shall be addressed to the LACMTA Representative, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid. The LACMTA shall reimburse the City for each submitted billing within sixty (60) Days of receipt.

City shall be reimbursed for all Costs incurred in developing and executing this Agreement and Consultant(s) contracts within sixty (60) Days of the date of this Agreement. City shall be reimbursed for all Costs incurred for work related to preparing and implementing the annual work plans within sixty (60) Days of the approval of the annual work plan by both the LACMTA and the City.