

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

This Funding Agreement (“Agreement”) for the Los Angeles County Congestion Reduction Demonstration (“Metro ExpressLanes”) Project is entered into with an effective date of September 1, 2014 and is by and between the South Bay Cities Council of Governments (“Agency”) and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), hereinafter referred to collectively as the (“Parties”).

**RECITALS**

WHEREAS, on September 25, 2008, the LACMTA Board of Directors approved the programming of \$290.6 million in Federal and State funds to support the implementation of the Los Angeles County Congestion Reduction Demonstration Project (“Metro ExpressLanes”);

WHEREAS, the Metro ExpressLanes includes transit improvements and the conversion of high occupancy vehicle (HOV) lanes on Interstate 10 and Interstate 110 to high occupancy toll (“HOT”) lanes;

WHEREAS, the list of projects approved for funding in the ExpressLanes Project were agreed to after consultation with California Department of Transportation (Caltrans), the City of Los Angeles Department of Transportation, City of Gardena, City of Torrance, Foothill Transit, Metrolink, and LACMTA Operations and other regional partners;

WHEREAS, LACMTA Board authorized Federal and/or State funds for the Agency to resume targeted outreach in the South Bay to increase awareness of the Metro ExpressLanes and identify locations for the Mobile Van to open FasTrak® transponder accounts (“Project”), and has agreed to be the Administrator and Project Manager of the Project;

WHEREAS, LACMTA and Sponsor desire to agree to the terms and conditions of the provision of the Funds as described herein.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, LACMTA and Sponsor 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 – Project Funding
4. Attachment B - Statement of Work
5. Attachment C – FTIP Project Sheets
6. Attachment D - Reporting and Expenditure Guidelines

7. Attachment D1 - Quarterly Progress/Expenditure Report

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Arthur T. Leahy Date  
Chief Executive Officer

APPROVED AS TO FORM:

Richard D. Weiss  
Acting County Counsel

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

AGENCY:

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
James F. Goodhart Date  
Chair, Board of Directors

APPROVED AS TO FORM:

Michael Jenkins  
Counsel to the South Bay Cities Council of Governments

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

**PART I**  
**SPECIFIC TERMS OF THE AGREEMENT**

1. Title of the Project (the “Project”): Metro ExpressLanes South Bay Outreach Program
2. Amount of Funds Programmed (the "Funds"): LACMTA Board of Directors’ action of September 25, 2008, programmed \$40,000 of Congestion Mitigation and Air Quality (CMAQ) funds (the “Funds”) to the Agency for the Project. The LACMTA funding plan reflects the programming of Funds over one (1) years, Fiscal Years (FY) 2014-15.
3. The Programming Agency for this Project is LACMTA.
4. The “Project Funding” documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project.
5. Agency shall complete the Project as described in the Scope of Work. The “Scope of Work” for the Project is attached to this Agreement as Attachment B. The Scope of Work includes a general description of the Project and a detailed description of the work to be completed. The Scope of Work also includes a set schedule including Project tasks. Work shall be delivered in accordance with Project schedule unless otherwise agreed to by the parties in writing. The Project Budget (the “Budget”) documents the funds programmed for the Project in FY 15 as approved by the LACMTA Board and is included in Attachment B, Scope of Work. The Budget includes the total funding budgeted for the Project including funds provided by the Agency, if any, and LACMTA.
6. The “FTIP PROJECT SHEET (PDF)” is attached as Attachment C and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://program.metro.net>. Agency shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Agency will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Agency is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Agency fail to meet this date, it may affect Agency’s ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.
- 6 Attachment D- the Reporting Guidelines; Agency shall complete the “Quarterly Progress/Expenditure Report.” The Quarterly Progress/Expenditure Report

is attached to this Agreement as Attachment D<sub>I</sub> in accordance with Attachment D - Reporting Guidelines. Agency shall submit Quarterly Progress/Expenditure Reports, in the form attached to this Agreement as Attachment D<sub>I</sub>, within sixty (60) days after the close of each quarter on the last day of the months of November, February, May and August, in accordance with the Reporting/Expenditure Guidelines attached to this Agreement as Attachment D. The quarterly invoice shall include all appropriate documentation such as expense summary and detail reports generated from the Agency's accounting system to provide backup documentation of invoice totals. The Quarterly Progress/Expenditure Reports shall contain the required information shown in both narrative and numeric form, as shown in Attachment D<sub>I</sub>. The last Quarterly Progress/Expenditure Report shall be due no later than August 31, 2015, in order to be eligible for reimbursement under this Agreement. If no activity has occurred during a particular quarter, Agency will still be required to submit the Quarterly Progress/Expenditure Report indicating that no dollars were expended in the quarter.

- 7 Prior to the obligation of the Funds, no material changes to the Project Funding or the Scope of Work shall be funded or allowed without prior written approval of LACMTA and Agency. Such prior approval shall be evidenced by an amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his designee and Agency. After the Funds have been obligated, no material changes will be allowed.

- 8 LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Kathy McCune, Mail Stop 99-9-2  
mccunek@metro.net

- 9 Agency's Address:

Jacki Bacharach  
Executive Director  
South Bay Cities Council of Governments  
20285 South Western Avenue, Suite 100  
Torrance, CA 90501

**PART II**  
**GENERAL TERMS OF THE AGREEMENT**

1. **PAYMENT OF FUNDS:**

1.1 Agency shall receive Funds directly from LACMTA. LACMTA shall contribute an amount not to exceed \$40,000 toward the Project.

1.2 Agency shall submit to LACMTA Quarterly Progress/Expenditure Reports, in the form attached to this Agreement as **Attachment DI.**

1.3 LACMTA shall reimburse Agency for amounts invoiced with proper documentation within thirty (30) working days of receipt of an acceptable invoice.

1.4 Agency shall be subject to, and comply with, all applicable requirements of LACMTA as required by LACMTA to fulfill its responsibilities as the programming agency. The allowability of expenditures, the cost reimbursement schedule, eligibility issues, resolution of disputes, and all other issues relating to this Agreement shall be subject to the rules, regulations, and requirements of LACMTA as the programming agency.

2. **TERM:**

2.1 The term of this Agreement shall be for a period of up to ten (10) months, from September 1, 2014 to June 30, 2015. Should the Agency be unable to expend the Funds by June 30, 2015, the Agency may request in writing that the Funds be extended for a period of time not to exceed six months ending December 31, 2015.

2.2 Prior to the obligation of the Funds, should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this Agreement by giving written notice to Agency at least thirty (30) days in advance of the effective date of such termination.

3. **USE OF FUNDS:**

3.1 Agency shall utilize the Funds to complete the Project as described in the Scope of Work.

3.2 The Funds, as programmed under this Agreement, can only be used towards the completion of the Scope of Work originally adopted by LACMTA unless modified by an amendment to this Agreement.

4. REPORTING AND AUDIT REQUIREMENTS:

4.1 Agency shall submit the Quarterly Progress/Expenditure Report, in the form attached to this Agreement as *Attachment DI*, within 60 days after the close of each quarter on the last day of the months November, February, May and August. The Quarterly Expense & Progress Report shall include all appropriate documentation and the status of Project funds obligations and expenditures. If no activity has occurred during a particular quarter, Agency will still submit the Quarterly Expense & Progress Report documenting the reason for no activity. These Reports shall be sent to the LACMTA at the address shown in Part I, Section 8, and said Reports will be reviewed and acted upon within thirty (30) days of that receipt; provided, however, if LACMTA fails to act upon any report, nothing shall preclude LACMTA from requesting any future corrective action. *Agency shall use LACMTA Agreement FA ID# on all correspondence.*

4.2 Agency shall maintain all source documents, books, and records connected with its performance of the work and procurement of and consultant or contractor and all work performed under this Agreement for three (3) years. Such documents, books and records shall include, 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 deemed necessary by 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 deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project.

4.3 Agency agrees to establish and maintain proper accounting procedures, cash management records and related documents in accordance with State law, Agency's Budgetary Basis of Accounting, and generally accepted accounting principles ("GAAP"). Agency shall reimburse LACMTA for any Fund reimbursement received by Agency that is not in compliance with the terms and conditions of this FA. LACMTA shall use applicable 2CFR Part 225 or Federal Acquisition Regulations (FAR) whichever is applicable in determining the reasonableness of Project costs incurred.

4.4 LACMTA, or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all of the records of Agency and its contractors related to the Project, and shall be allowed to interview any employee of Agency and its contractors through final payment to the extent reasonably practicable. LACMTA, as the programming agency, shall have the right, at its sole discretion, to audit the Project for compliance with

the terms of this Agreement and to assure that funding expenditures conform to the terms of this Agreement.

4.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Agency and its contractors, shall have access to all necessary records, including reproduction, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

4.6 Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require Agency to return monies to LACMTA, Agency shall return such monies within thirty (30) days after the final audit is sent to Agency.

5. EXPENDITURE AND DISPOSITION OF FUNDS:

5.1 The expenditure and disposition of the Funds by Agency shall be subject to and in accordance with the terms and conditions of this Agreement. Agency shall not utilize the Funds in any other way or on any project other than that specified in this Agreement.

5.2 Agency shall be responsible for any and all cost overruns for the Project.

5.3 Agency shall be eligible for the Funds up to the programmed amount specified in Part I, Section 2 of this Agreement subject to the terms and conditions contained herein.

5.4 Any underruns to the funds shown in Attachment A shall be apportioned between LACMTA and Agency in the same proportion as the Sources of Funds from each party to this Agreement as specified in Attachment A to this Agreement. Upon completion of the Project described in the Scope of Work, any unused obligation of the Funds shall revert back to LACMTA for future programming at LACMTA's discretion.

5.5 The programming of the Funds does not imply nor obligate any future funding commitment on the part of LACMTA or the Agency.

6. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

6.1 Agency must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31 of the first Fiscal Year in

which the Funds are programmed, whichever date is later; and

- (ii) obligating the Funds programmed under this Agreement for allowable costs within 36 months from July 1 of the Fiscal Year in which the Funds are programmed. All Funds programmed for FY 2014-15 are subject to lapse on July 1, 2017.

If Agency fails to meet any of the above conditions, the Project shall be considered lapsed and will be submitted to the LACMTA Board of Directors for deobligation.

6.2 Agency must demonstrate evidence of timely use and obligation of Funds programmed for the Project within the time period described in Part II, Section 6.1 of this Agreement.

6.3 In the event this Agreement is not executed and/or evidence of timely obligation of Funds is not provided as described in Part II, Sections 6.1 and 6.2 of this Agreement, the Project will be reevaluated by LACMTA and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Agency does not complete one element of the Project, as described in the FTIP Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event the Funds are reprogrammed, this Agreement shall automatically terminate without further action by either party.

## 7. SOURCES AND DISPOSITION OF FUNDS:

7.1 The obligation for LACMTA to program the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors, the United States Government or the State of California, as applicable. If such Funds are not made available for the Project, this Agreement shall be void and have no further force and effect, and LACMTA shall have no obligation to program the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 If the Funds identified in Attachment A are insufficient to complete the Project, Agency agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

## 8. COMMUNICATIONS:

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



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

8.2 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.

8.3 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.

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

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

9. OTHER TERMS AND CONDITIONS:

9.1 This Agreement 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 signed by the parties who agreed to the original Agreement or the same level of authority.

9.2 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. District Court for the Central District of California) proceeding between the parties to enforce or interpret this Agreement to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

9.3 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 Agency under or in connection with any work performed by and or service provided by Agency, its officers, agents, employees, contractors and subcontractors under this Agreement. Agency shall fully indemnify, defend and hold LACMTA, and its subsidiaries and their respective officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) use of the Funds by Agency, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Agency's obligations under this Agreement; or (iii) any act or omission of Agency, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services in connection with the Project, including, without limitation, the Scope of Work, described in this Agreement.

9.4 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, 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.

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

9.6 Agency shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

9.7 This Agreement shall be governed by California 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.

9.8 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.

9.9 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

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

9.15 Agency shall notify LACMTA in advance of any key Project staffing changes.



**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS****Los Angeles County Metropolitan Transportation Authority Partnership  
Metro I-110 ExpressLanes South Bay Outreach Program****Statement of Work****OVERVIEW**

The South Bay Cities Council of Governments (SBCCOG) will resume its outreach activities to distribute information, conduct outreach, and build awareness for the Metro ExpressLanes and schedule Mobile ExpressLanes Van appearances for the purpose of opening FasTrak® transponder accounts. Information on the Silver Line services will also be included. This work will be done through the existing partnership between the SBCCOG and the Los Angeles County Metropolitan Transportation Authority (Metro).

The ultimate goal of this work is to continue to build awareness and increase the number of FasTrak® transponder accounts for vehicles using the I-110 corridor ExpressLanes as well as encourage use of the Silver Line bus services and vanpools. Using the SBCCOG extensive network, these efforts will focus on South Bay cities, residents, employers, public agencies, and multi-tenant buildings. The South Bay is geographically positioned along the I-110 to target the most likely users of these lanes and to increase vanpool commuters in the lanes.

Transportation Demand Management and system preservation has been a major interest of the SBCCOG and is supported in the SBCCOG *Strategic Plan Goal A Environment, Transportation, and Economic Development - Facilitate, implement, and/or educate members and others about environmental, transportation and economic development programs that benefit the South Bay*. The SBCCOG is actively working on programs such as vanpool outreach and South Bay Measure R Hwy Program. This work also mirrors Metro's Long Range Transportation Plan goals to encourage commuters to change from solo driving to alternative modes of transportation and increase efficiency by moving more people on the ExpressLanes. Collectively, this work will only deepen the partnership and will help both agencies meet their goals.

In addition, this partnership will take full advantage of the SBCCOG existing resources leveraging the ability of both agencies to reach a larger population. The SBCCOG is known for grassroots community outreach efforts and has developed strong working relationships with South Bay employers and residents. On average

annually staff attend 130 community/city events providing information on community sustainability and energy efficiency to thousands of individuals.

Part of the reason for this grassroots success is that the SBCCOG communicates with these groups several times each month not only through events, but trainings, workshops, meetings, publications, wireless media, and public speaking engagements. These solid relationships with organizations, local governments, residents, and employers have been developed and cultivated over time.

Metro also benefits from our coordinated approach to working with our partners: Southern California Edison, Southern California Gas Company, West Basin Municipal Water District, Torrance Municipal Water Department, South Coast Air Quality Management District, and Sanitation Districts of Los Angeles County. The SBCCOG may be asked to provide information on one of the partner programs and we make sure that all of the other partners' information is available at the same time.

### **SCOPE OF WORK**

SBCCOG will distribute related ExpressLanes information, conduct outreach, and increase awareness for the Metro ExpressLanes and Silver Line service and identify locations for the Mobile Van to open FasTrak® transponder accounts.

#### **Task 1: Information Distribution, Conduct Outreach, and Increase Awareness**

Proactively contact employers, cities, school districts, chambers of commerce. In addition, display Metro provided materials at the SBCCOG office and make them available to city offices and chambers in the South Bay.

- a. Potential site managers, event coordinators and employers will be proactively contacted and meetings will be arranged to distribute information and conduct outreach specifically about the Metro ExpressLanes. At each site, attendees will be provided the MetroExpressLanes.net web address as the primary distribution channel for information about the ExpressLanes and FasTrak® transponder accounts and the Silver Line service
- b. Metro flyers, brochures, etc. will be included in packets handed out at public events and speaking engagements. In addition, SBCCOG will distribute these materials to all 15 South Bay cities and their respective chamber offices. At each event or engagement, the MetroExpressLanes.net web address will be promoted as the primary distribution channel for information.

- c. Metro ExpressLanes information will be displayed at the SBCCOG General Assembly along with the other programs of the SBCCOG programs. This event draws attendance by local elected officials, State legislative representatives, city management and staff, members of the media, and residents.
- d. Metro ExpressLanes information will be included in written and electronic publications such as the monthly e-newsletter, quarterly newsletters, posting on website, and summary of services. Metro created materials will be used. All electronic publications will include the MetroExpressLanes.net link, the Metro ExpressLanes Facebook link, and the Metro ExpressLanes and Mobile Van Twitter account links.
- e. Metro will provide training for SBCCOG staff as needed. For more advanced follow-up, SBCCOG staff will refer individuals to Metro.

**Deliverables (in an Excel workbook format provided by Metro) and to be provided quarterly by SBCCOG to Metro:**

- A list of all contacts, including name of business/city/chamber of commerce/school (or other), contact name, address, phone number, e-mail address and number of employees.
- A list of events and outreach activities focused on Metro ExpressLanes, including name and location of event, number of attendees and type of information provided.
- A list of materials distributed including type and number.
- A list of electronic materials distributed including to whom the e-mails were sent and if any recipients responded.

**Task 2: Presentations for the ExpressLanes and Appearances for the Mobile Van**

Incorporate information on Metro ExpressLanes, FasTrak® transponder accounts and Silver Line service into existing SBCCOG presentations and outreach meetings. In addition, there will be a total of at least thirty (30) outreach events that will include scheduling of two (2) Metro presentations focused specifically on the ExpressLanes program which should include the Mobile Van subject to the vehicle's availability.

- a. SBCCOG will follow up directly with interested individuals and schedule presentations for Metro staff. SBCCOG will record all interest contacts including name, date, contact information, and follow up actions.
- b. SBCCOG will work with its grassroots network to schedule Metro personnel at presentations at city locations, special events, multi-tenant buildings,

**Attachment B**

employer worksites, etc. The Mobile Van will be invited, but appearance is subject to vehicle availability. Through these presentations, there is an opportunity to reach at least 50,000 individuals. Currently, SBCCOG has 12,000+ on their active email distribution list and will provide information regularly to this interest list.

**Deliverables:**

- A minimum of thirty (30) outreach events will be scheduled over the term of this contract to promote Metro ExpressLanes. Information to be included in reporting: date, location, and contact name, phone number, and e-mail address, as well as number of attendees and materials distributed. Included in the 30 meetings shall be:
  - Two (2) presentations developed specifically to provide a Metro ExpressLanes focused meeting. The Mobile Van will be invited and arrangements will be made subject to the van’s availability. These presentations can be combined with a Rideshare Fair, Festival, other event or stand alone. SBCCOG staff will confirm site viability prior to sending contact information to Metro staff. Information to be included in reporting: date, location, and contact name, phone number, and e-mail address, as well as number of attendees

**Task 3: Reporting and Invoicing**

Prepare quarterly reports, spreadsheets, and invoicing according to the Task description and deliverables.

**Schedule**

Not to exceed 10 months. See detailed schedule below.

Month	1	2	3	4	5	6	7	8	9	10
Task 1										
Task 2										
Task 3										

**Budget**

The budget for the deliverables outlined in this Scope of Work is not to exceed \$40,000 for the ten (10) month period. As each deliverable or portion of deliverable is completed, invoices may be submitted for the work completed.



Each Task has been assigned as follows:

Task 1: Not to exceed \$14,000

Task 2: Not to exceed \$21,000

Task 3: Not to exceed \$5,000

## Los Angeles Metropolitan Transportation Authority 2015 Federal Transportation Improvement Program (\$000)

TIP ID <b>LA0G150</b>		Implementing Agency <b>Los Angeles County MTA</b>										
Project Description: LACRD - I-10 and I-110 Express Lanes formation of new vanpools and enhanced transit service including security, marketing and maintenance.(RTP ID 1TR08D7B & 10M08D01; LA0G150, LA0G151, LA0G152,10M08D02). (Split with LA0G819)						SCAG RTP Project #: 1TR08D7B Study:N/A Is Model: NO Model #: PM: Stephanie Wiggins - (213) 922-1023 Email: wiggins@metro.net LS: N LS GROUP#: Conformity Category: TCM						
System :Transit	Route :	Postmile:	Phase: Construction/Project Implementation begins				Completion Date 06/30/2014					
Transit Rt:	Transit Mode:	Fare:	Trans Fee:	Prk Ride Loc:	Air Basin: SCAB	Envir Doc: CATEGORICALLY EXEMPT - 10/01/2008						
Headway Peak: Headway OP: Stop Time : Parking \$: Stop Dist:					Uza: Los Angeles-Long Beach-Santa Ana	Sub-Area:	Sub-Region:					
Program Code: BUO00 - BUS OPERATIONS/OPERATING ASSISTANCE Stop Loc:					CTIPS ID: 20920008771	EA #:	PPNO:					
			PHASE	PRIOR	14/15	15/16	16/17	17/18	18/19	19/20	BEYOND	PROG TOTAL
PE												
RW												
CON												
SUBTOTAL												
5307 - FTA FHWA TRANSFER FUNDS			PE	\$0							\$0	
			RW	\$0							\$0	
			CON	\$4,201							\$4,201	
			SUBTOTAL	\$4,201							\$4,201	
			TOTAL	\$4,201							\$4,201	
<b>TOTAL PE: \$0</b>				<b>TOTAL RW: \$0</b>				<b>TOTAL CON: \$4,201</b>				
<ul style="list-style-type: none"> <li>- <b>General Comment:</b> Carried over with no changes - funds have been obligated but LACRD program is not completed yet.CA-95-X099</li> <li>- <b>Mdeling Comment:</b> Carried over with no changes - funds have been obligated but LACRD program is not completed yet.CA-95-X099</li> <li>- <b>TCM Comment:</b></li> <li>- <b>Narrative:</b> Project cost stays the same</li> <li>Changed Conformity Category:                             <ul style="list-style-type: none"> <li>- from "EXEMPT - 93.126" to "TCM"</li> </ul> </li> <li>Changed Project Completion Date:                             <ul style="list-style-type: none"> <li>- from "10/31/2013" to "6/30/2014"</li> </ul> </li> <li>Changed Current Implementation Status:                             <ul style="list-style-type: none"> <li>- from "Contract/Project Award" to "Construction/Project Implementation begins"</li> </ul> </li> <li>No change in project funding</li> <li>Total project cost remains the same at \$4,201</li> </ul>												
<b>Last Revised Adoption 15-00 - SCAG PENDING</b>					Change reason:Carry Over, Carry over from 13-0					<b>Total Cost</b>		<b>\$4,201</b>

## ***REPORTING & EXPENDITURE GUIDELINES***

### ***REPORTING PROCEDURES***

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Sponsor shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Sponsor will submit a quarterly report to **LACMTA, One Gateway Plaza, Los Angeles CA, 90012, Attn: Kathy McCune, Congestion Reduction, MS 99-9-2**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Sponsor provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Sponsors are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

### ***EXPENDITURE GUIDELINES***

- Any activity or expense charged above and beyond the approved Scope-of-Work (AGREEMENT Attachment B) ***is considered ineligible*** and will not be reimbursed by the LACMTA unless ***prior written authorization*** has been granted by the LACMTA Chief Executive Officer or his designee.
- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Sponsor for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment B). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- The AGREEMENT is considered executed when the LACMTA Chief Executive Officer or his designee signs the document.

### ***DEFINITIONS***

- Local Participation: Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
  - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
  - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.

- Donations of volunteer services dedicated to the project.
- A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
  
- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
  
- Excessive Cost: Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
  
- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

# ATTACHMENT D1

## QUARTERLY PROGRESS / EXPENDITURE REPORT

Agency To Complete	
Invoice #	
Invoice Date	
Agreement#	
Quarterly Report #	

AGENCY IS REQUESTED TO MAIL THIS REPORT TO  
 LACMTA, One Gateway Plaza, Los Angeles, CA 90012  
 Attn: Kathy McCune, Congestion Reduction, MS 99-9-2, after the close  
 of each quarter, but no later than November 30, February 28,  
May 31 and August 31. Please note that letters or other forms  
 of documentation may **not** be substituted for this form. Refer to the  
 Reporting and Expenditure Guidelines (Attachment D) for further information.

### SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Grant \$	Local Match (Incl. In-Kind) \$	Local Match %	Total \$
<b>Project Quarter Expenditure</b>				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
<b>Project-to-Date Expenditure</b>				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

**SECTION 2: GENERAL INFORMATION**

**PROJECT TITLE:** \_\_\_\_\_

**AGREEMENT#:** \_\_\_\_\_

**QUARTERLY REPORT SUBMITTED FOR:**

**Fiscal Year :**     2012-2013     2013-2014     2014-2015

2015-2016     2016-2017     2017-2018

**Quarter :**     Q1: Jul - Sep     Q2: Oct - Dec

Q3: Jan - Mar     Q4: Apr - Jun

**DATE SUBMITTED:** \_\_\_\_\_

<b>LACMTA Representative / Project Mgr.</b>	Name:	Kathy McCune
		Congestion Reduction
	Phone Number:	(213) 922-7241
	e-mail:	<a href="mailto:mccunek@metro.net">mccunek@metro.net</a>

<b>Agency Contact / Project Manager</b>	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	e-mail:	

**SECTION 3 : QUARTERLY PROGRESS REPORT**

**1. DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the AGREEMENT, with start and end dates. Calculate the total project duration. **DO NOT CHANGE THE ORIGINAL AGREEMENT MILESTONE START AND END DATES SHOWN IN THE 2<sup>ND</sup> AND 3<sup>RD</sup> COLUMNS BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original AGREEMENT Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original AGREEMENT Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your AGREEMENT. ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

AGREEMENT Milestones	Original AGREEMENT Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
<b>Total Project Duration (Months)</b>				

**2. PROJECT COMPLETION**

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- On schedule per original AGREEMENT schedule
- Less than 12 months behind original schedule
- Between 12-24 months behind original schedule
- More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the AGREEMENT?

- Yes
- No
- Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

- Yes
- No
- Not Applicable



**3. TASKS / MILESTONES ACCOMPLISHED**

List tasks or milestones accomplished and progress made this quarter.

**4. PROJECT DELAY**

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

**5. ACTION ITEMS TO RESOLVE DELAY**

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

**SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER**

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 quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the AGREEMENT Attachment B, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
<b>TOTAL</b>				

**Notes:**

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. 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.

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.

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

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

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

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