



Council Agenda Report

To: Mayor Pierson and the Honorable Members of the City Council

Prepared by: Robert DuBoux, Public Works Director/City Engineer

Approved by: Reva Feldman, City Manager

Date prepared: November 4, 2020 Meeting date: November 23, 2020

Subject: Los Angeles County Measure R Transportation Funding Agreements Amendments and Measure M Funding Agreement

RECOMMENDED ACTION: 1) Authorize the Mayor to execute the Measure R Funding Agreement Amendments for the Civic Center Way Improvements and for the Pacific Coast Highway Median Improvements projects; and 2) Authorize the Mayor to execute the Measure M Funding Agreement for the Westward Beach Road Improvements project.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

WORK PLAN: This item was included in items 8h, 8i and 8n in the Adopted Work Plan for Fiscal Year 2020-2021.

DISCUSSION: Los Angeles County Measure R was approved by voters in 2008. Measure R provides a half-cent sales tax increase for Los Angeles County to finance new transportation projects and programs. Measure R was projected to generate \$40 billion to transportation projects throughout Los Angeles County over the next 30 years. The City's allocation from Measure R is \$26.3 million. The County of Los Angeles provided the City with an additional \$12 million for a total allocation to the City of \$38.3 million. There is no impact to the General Fund associated with the expenditure of Los Angeles County Measure R funding. The City identified Civic Center Way Improvements and Pacific Coast Highway Median projects to use the City's Measure R funds.

The Civic Center Way Improvements project consists of improving approximately 0.7 miles of Civic Center Way from Webb Way to Malibu Canyon Road. The project will improve the curvature of the roadway, install pedestrian walkways, a new bike lane, wildlife permeable fencing and landscaping, and the addition of an eastbound right turn lane from

Civic Center Way to Webb Way. The project will improve safety for motorists, pedestrians, and cyclists.

A funding agreement for this project was initially approved in February 2016. This amendment to the funding agreement adds additional funds to the project and adjusts the project schedule.

The Pacific Coast Highway Median Improvements project consists of installing a new center median from Webb Way to Puerco Canyon Road. The project will not only remove and reinstall the raised medians but also seek to reduce the width of the medians to provide more space for multi modal use. The existing medians vary in width from 16' to 4' adjacent to turn lanes at the intersections. In most areas, the medians are oversized for their intended purpose. The reconfigured medians would allow for the standardization of lane width and the creation of wider shoulders in some areas.

A funding agreement for this project was initially approved in April 2017. This amendment to the funding agreement adjusts the project schedule to accommodate the additional Caltrans project review.

Los Angeles County Measure M was approved by voters in 2016. These funds may be used to fund for transportation related projects. It is anticipated that the City will receive approximately \$45 million from Measure M over the next 40 years. There is no impact to the General Fund associated with the expenditure of Los Angeles County Measure M funding. The City identified Westward Beach Improvement project to use the City's Measure M funds.

The Westward Beach Improvement project consists of improving the roadway and parking along Westward Beach Road. The existing parking will be changed from parallel parking to 45-degree head in parking, adding an additional 31 parking spaces. The project will also include a new 12-foot wide dedicated sidewalk and bicycle path with bicycle signage, striping, and bicycle racks. To prevent windblown sand from encroaching into the roadway and multiuse sidewalk, a new concrete sand wall will be placed between the beach and multiuse sidewalk.

Measure M funds are now available for this project. The Funding Agreement with Metro (Attachment 3) allows for the disbursement of \$3.850 million in Measure M funds to the City of Malibu as reimbursement for funds used towards the Westward Beach Road Improvements project.

Staff recommends that the City Council authorize the Mayor to sign the Funding Agreement and any subsequent amendments as they become available to staff. This will allow the City to streamline the amendment process and enable the City to implement the projects more quickly.

ATTACHMENTS:

1. Funding Amendment to Agreement with Metro for the Civic Center Way Improvements Project
2. Funding Amendment to Agreement with Metro for the PCH Median Improvements Project
3. Funding Agreement with Metro for the Westward Beach Improvements Project

**AMENDMENT No. 3 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF MALIBU AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 3 to the Funding Agreement (this "Amendment"), is dated as of June 18, 2020 by and between the City of Malibu ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR31124, dated January 2, 2016, which was amended on June 21, 2018 and August 1, 2019, (the "Existing FA"), which Existing FA provides for the Malibu/Civic Center Way Widening Project (the "Project"); and

B. WHEREAS, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding agreement lapse dates to meet PA&ED, PS&E, ROW and Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of FY 2015-16, Project funds; and

D. WHEREAS, the Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 12 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Metro HQ
Los Angeles, CA 90012
Attention: **Roberto Machuca**, 99-18-2
(213)-418-3467
MachucaR@metro.net”

2. Part II, Paragraph 3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following

“3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment, the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

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

All invoice material must contain the following information:

Re: LACMTA Project ID# MR311.24 and FA# MOU.MR311.24
Roberto Machuca; Mail Stop 99-18-2

3. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: “All Measure R Funds programmed for FY 2014-15 have been expended and are no longer available. All Measure R Funds programmed for FY 2015-16 are subject to lapse by June 30, 2021. All Measure R Funds programmed for FY2016-17 are subject to lapse by June 30, 2021. All Measure R Funds programmed for FY2017-18 are subject to lapse by June 30, 2022. All Measure R Funds programmed for

FY2019-20 are subject to lapse by June 30, 2024. All Proposition C Funds programmed for FY 2019-20 are subject to lapse by June 30, 2022.”

4. Attachment B1-2 of the Existing FA is hereby replaced by Attachment B1-3, attached.
5. Attachment C-2 of the Existing FA is hereby replaced by Attachment C-3, attached.
6. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: _____
Deputy

GRANTEE:

CITY OF MALIBU

By: _____ Date: _____
Mikke Pierson
Mayor

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE
By: _____ Date: _____
Christi Hogin
City Attorney

ATTACHMENT B1-3 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Project - FA # 920000000MR31124

Project Title: Civic Center Way Improvements Project# MR311.24

PROGRAMMED SOURCES OF FUNDS

| (o's) | | | | | | | |
|----------------------------------|--------------------|------------------|--------------------|--------------------|------------------|------------------|--------------------|
| SOURCES OF FUNDS | Prior Expenditures | FY 2019-20 Qtr 4 | FY 2020-21 Qtr 1 | FY 2020-21 Qtr 2 | FY 2020-21 Qtr 3 | FY 2020-21 Qtr 4 | TOTAL BUDGET |
| LACMTA PROGRAMMED FUNDS: | | | | | | | |
| MEASURE R FUNDS: | | | | | | | |
| PAED | \$90,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$90,000 |
| PS&E | \$440,000 | \$60,000 | \$0 | \$0 | \$0 | \$0 | \$500,000 |
| RW Support | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Const. Support (CM) | \$0 | \$0 | \$80,000 | \$65,000 | \$15,000 | \$0 | \$160,000 |
| RW | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Construction | \$0 | \$0 | \$2,200,000 | \$2,000,000 | \$250,000 | \$0 | \$4,450,000 |
| Total MEASURE R | \$530,000 | \$60,000 | \$2,280,000 | \$2,065,000 | \$265,000 | \$0 | \$5,200,000 |
| PROP C 25% | | | | | | | |
| PAED | | | | | | | \$0 |
| PS&E | | | | | | | \$0 |
| RW Support | | | | | | | \$0 |
| Const. Support | | | | | | | \$0 |
| RW | | | | | | | \$0 |
| Construction | | | \$43,136 | | | | \$43,136 |
| Total PROP C 25% | \$0 | \$0 | \$43,136 | \$0 | \$0 | \$0 | \$43,136 |
| SUM PROG LACMTA FUNDS: | \$530,000 | \$60,000 | \$2,323,136 | \$2,065,000 | \$265,000 | \$0 | \$5,243,136 |
| OTHER NON LACMTA FUNDING: | | | | | | | |
| LOCAL: TDA Article 3 | | | | | | | |
| PAED | | | | | | | \$0 |
| PS&E | \$33,736 | | | | | | \$33,736 |
| RW Support | | | | | | | \$0 |
| Const. Support | | | | | | | \$0 |
| RW | | | | | | | \$0 |
| Construction | | | | | | | \$0 |
| Total LOCAL% | \$33,736 | \$0 | \$0 | \$0 | \$0 | \$0 | \$33,736 |
| SUM NON-LACMTA FUNDS : | \$33,736 | \$0 | \$0 | \$0 | \$0 | \$0 | \$33,736 |
| SUMMARY OF ALL FUNDS | | | | | | | |
| PAED | \$90,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$90,000 |
| PS&E | \$473,736 | \$60,000 | \$0 | \$0 | \$0 | \$0 | \$500,000 |
| RW Support | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Const. Support | \$0 | \$0 | \$15,000 | \$65,000 | \$15,000 | \$0 | \$160,000 |
| RW | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Construction | \$0 | \$2,000,000 | \$293,136 | \$2,000,000 | \$250,000 | \$0 | \$4,493,136 |
| TOTAL MILESTONES | \$530,000 | \$60,000 | \$2,323,136 | \$2,065,000 | \$265,000 | \$0 | \$5,243,136 |
| SUM PROG LACMTA FUNDS | \$530,000 | \$60,000 | \$2,323,136 | \$2,065,000 | \$265,000 | \$0 | \$5,243,136 |
| SUM NON-LACMTA FUNDS | \$33,736 | \$0 | \$0 | \$0 | \$0 | \$0 | \$33,736 |
| TOTAL PROJECT FUNDING | \$563,736 | \$60,000 | \$2,323,136 | \$2,065,000 | \$265,000 | \$0 | \$5,276,872 |
| | | | | | | | \$5,276,872 |

ATTACHMENT C-3 SCOPE OF WORK

PROJECT TITLE:

Civic Center Way Improvements

PROJECT LOCATION:

The project is located on Civic Center Way in the City of Malibu.

PROJECT LIMITS:

Along Civic Center Way between Malibu Canyon Road and Webb Way. A distance of approximately .7 miles. And along Webb Way between Civic Center Way and Pacific Coast Highway. A distance of approximately 400 feet.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

Civic Center Way is classified as a collector road and it serves as a critical connection between Malibu Canyon Road and PCH/SR-1. Malibu Canyon Road is classified as a principal arterial roadway on the Federal Aide Route and it is the only principal arterial road connecting Pacific Coast Highway (PCH/SR-1) with the San Fernando Valley (SFV) and the US 101-freeway in the City of Malibu. Many commuters, visitors and residents use Civic Center Way when traveling to and from Malibu and the SFV via Malibu Canyon Road. The section of Civic Center Way between Malibu Canyon Road and Webb Way serves as a critical by-pass to the intersection of PCH/SR-1 and Malibu Canyon Road.

This project is intended to improve the roadway for all modes of travel by improving the curvature of the roadway, expanding the roadway and providing a pedestrian facility and bike facility. The existing curvature of the roadway causes traffic conflicts which this project aims to reduce through recontouring and widening the roadway. The new sidewalk will connect several major activity centers in the Malibu Civic Center area including: Malibu Bluffs Park, Pepperdine University, Malibu City Hall, Malibu Library and the planned Santa Monica College satellite campus. The installation of a sidewalk and bike facility will separate pedestrians and cyclists from the flow of traffic and improve safety for all modes of travel. Together these improvements would serve to improve traffic flow, promote active transportation, reduce incident delay and reduce congestion at the Malibu Canyon Road and PCH-SR-1 intersection.

PROJECT BACKGROUND:

Civic Center Way from Malibu Canyon Road to Webb Way is currently a two-lane road with little or no shoulder width to accommodate all modes of transportation. Pepperdine University, two elementary schools and several condos are located on or adjacent to this segment of Civic Center Way. Currently, pedestrians, cyclists and vehicles use Civic Center Way to access several major activity centers in the Malibu Civic Center area. Not having any dedicated pedestrian and cyclist facilities causes a safety issue. Constructing new pedestrian and cycling improvements as well as improving the curvature of the roadway will provide improved safety for all modes of transportation.

PROJECT BUDGET:

| COMPONENT | AMOUNT |
|----------------------|------------------|
| PA/ED | 75,000 |
| PS and E | 500,000 |
| Construction Support | 175,000 |
| Construction Capital | <u>4,526,872</u> |
| Total Budget | \$ 5,276,872 |

SCOPE:

The Project features include, but are not limited to, the following:

The Civic Center Way Improvements Project ("project") consists of improvements along Civic Center Way between Malibu Canyon Road and Webb Way and along Webb Way between Civic Center Way and Pacific Coast Highway/State Route 1. The project will include but is not limited to demolition and earthwork to improve the existing horizontal and vertical curves and widen the roadway, installation of minor retaining walls, installation of sidewalk, installation of bike facilities, installation of landscaping and shade trees, reconfiguration of turn lanes, asphalt concrete overlay, concrete work, concrete curb and gutter, storm water conveyance, traffic striping and signage, and associated utility work. The current roadway varies from approximately 30 feet to 68 feet. All new travel and turn lanes will be a minimum of 12 feet and sidewalks will be a minimum of 4 feet. A stormwater pollution prevention plan and traffic control plan will be prepared and implemented for the project.

DESIGN:

I. Environmental Analysis – Environmental Clearance and Coastal Development Permit as Final Work Product

City and Consultant to perform the following tasks:

- A. Define a complete and detailed project description.
- B. Conduct technical analysis as required for the project.
- C. Conduct archeological or other studies as required for the project.
- D. Prepare environmental documents consistent with CEQA Guidelines for review and approval by the City following completion of appropriate technical analysis and studies.
- E. Prepare the Coastal Development Permit Application.
- F. Prepare technical analysis or studies for the Coastal Development Permit and all other applicable permits as necessary.
- G. Make presentations to regulatory agencies as necessary.

II. Preliminary Design – "Design Memo and Renderings" as Final Work Product

City and Consultant to perform the following tasks:

- A. Conduct field investigations to analyze the existing conditions and identify design issues. Record existing site conditions in drawings, photographs and/or video.
- B. Examine and review all Right-of-Way maps, Parcel Maps, As-Built drawings and all other existing documents as appropriate.
- C. Provide Right-of-Way support activities related to lot line adjustments and the preparation of deeds.
- D. Research, review and understand City of Malibu Local Coastal Program and City of Malibu General Plan.
- E. Provide a complete survey of the project area, establishing horizontal and vertical control for the project.
- F. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- G. Provide utility relocation services.
- H. Prepare and submit a "Design Memo" detailing the proposed project improvements and the supporting engineering analysis.
- I. Prepare and submit a Preliminary Engineer's Construction Cost Estimate for all recommended improvements identified in the "Design Memo."
- J. Prepare rendering of recommended improvements identified in the "Design Memo."

II. Final Design – Plans, Specifications and Estimates

City and Consultant to perform the following tasks:

- A. Design the roadway and sidewalk improvements based on the City reviewed "Design Memo."
- B. Prepare civil plans for the improvements, consistent with City format.
- C. Submittal of plan set shall be delivered at 90% complete and final. Submittals at 90% and final levels of plans and specifications shall be submitted in hard copy and electronic formats.
- D. Assist the City and conduct a Public Meeting at 90% submittal by preparing exhibits and attending workshop and be prepared to present the proposed project and discuss concerns of the residents, property owners and other stakeholders.
- E. Prepare technical construction specifications consistent with City format (SSPWC "Greenbook" and CSI Format, most recent editions).
- F. Submittal of specifications shall be delivered to the City at 90% complete and final in hard copy and electronic formats.
- G. Prepare an Engineer's Construction Cost Estimate based on the itemized quantity take-off from the contract documents.
- H. Submittal of the Engineer's Construction Cost Estimate shall be delivered to the City at 90% complete and final in hard copy and electronic formats.
- I. Prepare a Stormwater Pollution Prevention Plan that satisfies the requirements of the City's stormwater program and all other applicable regulatory agencies.
- J. Prepare a traffic control plan that satisfies the requirements of the City.

III. Project Management and Preparation of Periodic Updated Schedule, Deliverables and Meetings

City and Consultant to perform the following tasks:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City shall include but are not be limited to: Project Kick-off Meeting, presentation of "Design Memo", progress meetings and preparation for the Public Meetings at 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to the original schedule occur or as needed based on the needs of the project.
- C. The City shall coordinate and oversee environment analysis, permitting and design.

CONSTRUCTION:

City staff will provide construction management services, including construction inspection services. The City will contract for construction support services for the project through the Request For Proposal process. The City will award a low-bid contract for construction. The following tasks shall be performed:

I. Construction Management

City and Consultant to perform the following tasks:

- A. The City's Construction Manager will provide contract administration and construction management as well as materials testing and inspection.
- B. The City's Construction Manager shall accomplish Project tasks including but is not limited to: Pre-Bid Meeting, Pre-Construction Meeting, progress meetings and the review and preparation of response to RFIs, progress payment requests, submittals, shop drawings and change orders.

II. Design Services During Construction – Responses to RFIs, RFCs, Progress Payment Requests, Review of Submittals, Shop Drawings and Change Orders

City and Consultant to perform the following tasks:

- A. The City's Construction Manager shall perform the following tasks including but is not limited to: Pre-Bid Meeting, Pre-Construction Meeting, progress meetings and the review and preparation of responses to RFIs, RFCs, progress payment requests, submittals, shop drawings and change orders.
- B. The Design Consultant shall meet with the City and provide support to Construction Manager for reviewing the above-mentioned items.

III. Construction Contract

Contractor will perform the following tasks:

- A. Construct project in accordance with the plans and specifications.

IV. Project Management

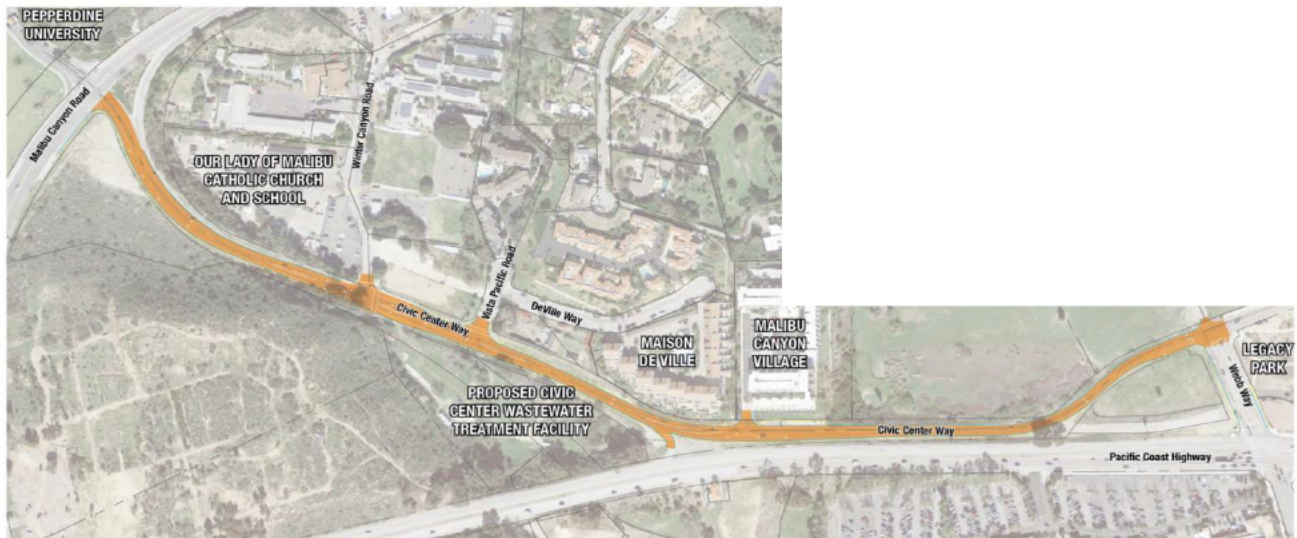
City to perform the following tasks:

- A. Coordinate and oversee construction, construction management, and design services during construction.

MILESTONES: The implementation schedule for this project will be as follows.

| <u>Milestone</u> | <u>Estimated Timeframe</u> |
|---|-----------------------------|
| (a) Begin Design | September 2016 |
| (b) Environmental Analysis and Permitting | February 2018 – August 2018 |
| (c) Public Bid for Construction | November 2019 |
| (d) Award Construction Contract | July 2020 |
| (e) Construction | July 2020 – February 2021 |

ATTACHMENT C-3 -Location Map(s)



PROJECT LIMITS

Kimley»Horn

**AMENDMENT No. 1 TO MEASURE R FUNDING AGREEMENT
BETWEEN CITY OF MALIBU AND THE LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of June 18, 2020 by and between the City of Malibu ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. 920000000MR311.26, dated February 14, 2017, (the "Existing FA"), which Existing FA provides for the Pacific Coast Highway Raised Median Channelization from Webb Way to Puerco Canyon Road, Project (the "Project"); and

B. WHEREAS, the LACMTA Board on October 25, 2018, delegated administrative authority to staff to extend funding agreement lapse dates to meet PA&ED, PS&E, ROW and Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of FY 2014-15 and FY 2015-16 Project funds; and

D. WHEREAS, the Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part I, Paragraph 2.2 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "To the extent the Measure R funds are available, LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$6,950,000 (the "Funds") for the Project. LACMTA Board of Directors actions on May 28, 2015 granted the Measure R Funds for the Project. The Funds are currently programmed in Fiscal Years: \$50,000 in FY 2013-14; \$500,000 in FY 2014-15; \$2,500,000 in FY 2015-16; \$900,000 in FY 2016-17; and \$3,000,000 in FY 2017-18."

2. Part I, Paragraph 12 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Metro HQ
Los Angeles, CA 90012
Attention: **Roberto Machuca**, 99-18-2
(213)-418-3467
MachucaM@metro.net

3. Part II, Paragraph 3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following

"3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Monthly Progress Report or the Quarterly Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment, the LACMTA pre-approved Monthly Progress Report or Quarterly Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Account Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

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

All invoice material must contain the following information:

Re: LACMTA Project ID# MR311.04 and FA# MOU.MR311.26

Roberto Machuca; Mail Stop 99-18-2

4. Part II, Section 9.1 (vii) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "All Funds programed for FY 2013-14 have been expended and are no longer available. All Funds programmed for FY2014-15 are subject to lapse by June 30, 2021. All Funds programmed for FY2015-16 are subject to lapse by June 30, 2021. All Funds programmed for FY2016-17 are subject to lapse by June 30, 2021. All Funds programmed for FY2017-18 are subject to lapse by June 30, 2022."
5. Attachment B-1 of the Existing FA is hereby replaced by Attachment B1-1, attached.
6. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.
7. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: _____
Deputy

GRANTEE:

CITY OF MALIBU

By: _____ Date: _____
Mikke Pierson
Mayor

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE
By: _____ Date: _____
Christi Hogin
City Attorney

ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA # 920000000MR311.26
 Project Title: P.C.H Raised Median and Channeliation from Webb Way to Puerco Canyon Road Project# MR311.26

PROGRAMMED SOURCES OF FUNDS

| SOURCES OF FUNDS | Prior Expenitures | FY 2019-20 Qtr 4 | FY 2020-21 Qtr 1 | FY 2020-21 Qtr 2 | FY 2020-21 Qtr 3 | FY 2020-21 Qtr 4 | FY 2021-22 Qtr 1 | FY 2021-22 Qtr 2 | TOTAL BUDGET |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--------------------|
| LACMTA PROGRAMMED FUNDS: | | | | | | | | | |
| MEASURE R FUNDS: | | | | | | | | | |
| PAED | \$370,000 | | | | | | | | \$370,000 |
| PS&E | \$155,000 | \$45,000 | \$130,000 | \$110,000 | \$60,000 | | | | \$500,000 |
| RW Support | | | | | | | | | \$0 |
| Const. Support | | | | | | \$70,000 | \$135,000 | \$135,000 | \$340,000 |
| RW | | | | | | | | | \$0 |
| Construction | | | | | | \$600,000 | \$1,500,000 | \$1,500,000 | \$3,600,000 |
| Total MEASURE R | \$525,000 | \$45,000 | \$130,000 | \$110,000 | \$60,000 | \$670,000 | \$1,635,000 | \$1,635,000 | \$4,810,000 |
| SUM PROG LACMTA FUNDS: | \$525,000 | \$45,000 | \$130,000 | \$110,000 | \$60,000 | \$670,000 | \$1,635,000 | \$1,635,000 | \$4,810,000 |
| OTHER NON LACMTA FUNDING: | | | | | | | | | |
| LOCAL: | | | | | | | | | |
| PAED | | | | | | | | | \$0 |
| PS&E | | | | | | | | | \$0 |
| RW Support | | | | | | | | | \$0 |
| Const. Support | | | | | | | | | \$0 |
| RW | | | | | | | | | \$0 |
| Construction | | | | | | | | | \$0 |
| Total LOCAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| SUM NON-LACMTA FUNDS : | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| PROJECT FUNDING FY19-20, FY20-21, and FY21-22 | \$525,000 | \$45,000 | \$130,000 | \$110,000 | \$60,000 | \$670,000 | \$1,635,000 | \$1,635,000 | \$4,810,000 |
| SOURCES OF FUNDS | FY 2021-22 Qtr 3 | FY 2021-22 Qtr 4 | FY 2022-23 Qtr 1 | FY 2022-23 Qtr 2 | FY 2022-23 Qtr 3 | FY 2022-23 Qtr 4 | FY 2023-24 Qtr 1 | FY 2023-24 Qtr 2 | TOTAL BUDGET |
| LACMTA PROGRAMMED FUNDS: | | | | | | | | | |
| MEASURE R FUNDS: | | | | | | | | | |
| PAED | | | | | | | | | \$0 |
| PS&E | | | | | | | | | \$0 |
| RW Support | | | | | | | | | \$0 |
| Const. Support | \$135,000 | \$65,000 | | | | | | | \$200,000 |
| RW | | | | | | | | | \$0 |
| Construction | \$1,240,000 | \$700,000 | | | | | | | \$1,940,000 |
| Total MEASURE R | \$1,375,000 | \$765,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,140,000 |
| SUM PROG LACMTA FUNDS: | \$1,375,000 | \$765,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,140,000 |
| OTHER NON LACMTA FUNDING: | | | | | | | | | |
| LOCAL: | | | | | | | | | |
| PAED | | | | | | | | | \$0 |
| PS&E | | | | | | | | | \$0 |
| RW Support | | | | | | | | | \$0 |
| Const. Support | | | | | | | | | \$0 |
| RW | | | | | | | | | \$0 |
| Construction | | | | | | | | | \$0 |
| Total LOCAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| SUM NON-LACMTA FUNDS : | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| PROJECT FUNDING FY21-22, FY22-23, and FY23-24 | \$1,375,000 | \$765,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,140,000 |
| SUMMARY OF ALL FUNDS | | | | | | | | | |
| PAED | \$370,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$370,000 |
| PS&E | \$0 | \$45,000 | \$130,000 | \$110,000 | \$60,000 | \$0 | \$0 | \$0 | \$345,000 |
| RW Support | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Const. Support | \$135,000 | \$65,000 | \$0 | \$0 | \$0 | \$70,000 | \$135,000 | \$135,000 | \$540,000 |
| RW | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Construction | \$1,240,000 | \$700,000 | \$0 | \$0 | \$0 | \$600,000 | \$1,500,000 | \$1,500,000 | \$5,540,000 |
| TOTAL MILESTONES | \$1,745,000 | \$810,000 | \$130,000 | \$110,000 | \$60,000 | \$670,000 | \$1,635,000 | \$1,635,000 | \$6,795,000 |
| SUM PROG LACMTA FUNDS | \$1,900,000 | \$810,000 | \$130,000 | \$110,000 | \$60,000 | \$670,000 | \$1,635,000 | \$1,635,000 | \$6,950,000 |
| SUM NON-LACMTA FUNDS | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL PROJECT FUNDING | \$1,900,000 | \$810,000 | \$130,000 | \$110,000 | \$60,000 | \$670,000 | \$1,635,000 | \$1,635,000 | \$6,950,000 |

**ATTACHMENT C-1
SCOPE OF WORK**

PROJECT TITLE:

Pacific Coast Highway Raised Median and Channelization from Webb Way to Puerco Canyon Road

PROJECT LOCATION:

The project is located along Pacific Coast Highway/State Route 1 (PCH/SR 1) in the City of Malibu and the County of Los Angeles.

PROJECT LIMITS:

The project limits are along PCH/SR1 from the intersection of Webb Way to the intersection of Puerco Canyon Road. A distance of approximately 2 miles.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

This project is intended to improve the safety and operations of the highway for all modes of travel by upgrading the raised medians and modifying the cross section of the highway. The project will upgrade and modify the design and seek to reduce the width of the existing medians to improve channelization, standardize lane widths, increase control of turn movements and create additional space for motorists, pedestrians, cyclists, transit and parked cars.

PROJECT BACKGROUND:

The median conditions vary throughout the approximately 2 mile segment. In general, the raised concrete median is old and in need of replacement. In some areas, the raised median is dilapidated and provides little to no grade separation from the travel way. In other sections, cracks have developed allowing weeds to grow requiring maintenance while other areas are simply gravel filled and covered in weeds requiring significant maintenance effort. While other sections have no raised median and provide no physical barriers between the north and south bound travel with a speed limit of 50 MPH.

The project will not only remove and reinstall the raised medians but also seek to reduce the width of the medians to provide more space for multi modal use. The existing medians vary in width from 16' to 4' adjacent to turn lanes at the intersections. In most areas, the medians are oversized for their intended purpose. The reconfigured medians would allow for the standardization of lane width and the creation of wider shoulders in some areas. The existing highway shoulders are utilized simultaneously by pedestrians, cyclists, transit, parked cars and other users which creates the potential for conflict. The project will create more space for all users to utilize the lanes and shoulders and reduce the likelihood of collision. Together these improvements would serve to improve traffic flow, promote active transportation and reduce incident delay.

PROJECT BUDGET:

| COMPONENT | AMOUNT |
|----------------------|--------------------|
| PA/ED | 250,000 |
| PS and E | 500,000 |
| Construction Support | 600,000 |
| Construction Capital | <u>5,600,000</u> |
| Total Budget | \$6,950,000 |

SCOPE:

In general, the Pacific Coast Highway Raised Medians and Channelization From Webb Way to Puerco Canyon Road ("project") consists of improvements along Pacific Coast Highway from Webb

Way to Puerco Canyon Road. The project will include demolition and earthwork to remove the existing medians and install new raised medians. Work to install the new raised medians may include but is not limited to concrete work, concrete curb and gutter, stormwater conveyance, landscaping and associated utility work. The project shall also include the removal of the existing striping, the installation of new striping, signage and other traffic control devices, asphalt concrete overlay and associated work such as landscaping, irrigation, traffic loops, utility work and other minor components. A stormwater pollution prevention plan and traffic control plan will be prepared and implemented for the project.

PA/ED

The City will contract with a consultant for environmental analysis and permitting services, design services and design services during construction for the project. City staff shall perform project management and oversight.

I. Environmental Analysis – Environmental Clearance and Coastal Development Permit Product

City and Consultant to perform the following tasks:

- A. Define a complete and detailed project description and delineate project study areas
- B. Conduct technical analysis as required for the project including archeological and other studies
- C. Prepare environmental documents consistent with CEQA Guidelines for review and approval by the City following completion of appropriate technical analysis and studies.
- D. Prepare technical analysis or studies consistent with the City of Malibu's Local Coastal Program as required for the Coastal Development Permit
- E. Prepare the Coastal Development Permit Application for review by the City
- F. Prepare the environmental documents and the Coastal Development Permit application for public circulation
- G. Make presentations to regulatory and permitting agencies as necessary
- H. Prepare responses to public review of draft environmental documents and the Coastal Development Permit application.
- I. Prepare all other permit applications, technical studies and notifications required for the project.

DESIGN

The consultant will provide design services and City staff will perform project management and oversight.

I. Preliminary Design – “Design Memo and Renderings” and Caltrans approved Project Initiation Document as Final Work

City and Consultant to perform the following tasks:

- A. Conduct field investigations to analyze the existing conditions and identify design issues. Record existing site conditions in drawings, photographs and/or video.
- B. Examine and review all Right-of-Way maps, Parcel Maps, As-Built drawings and all other existing documents as appropriate.

- C. Research, review and understand City of Malibu Local Coastal Program and City of Malibu General Plan.
- D. Provide a complete survey of the project area, establishing horizontal and vertical control for the project.
- E. Identify and coordinate with all utilities in the project area to facilitate the final design of the Project.
- F. Work with Caltrans to develop the project's scope and preliminary design to ensure acceptance by Caltrans and compatibility with the Caltrans' proposed median improvement project from Puerco Canyon Road to Corral Canyon Road.
- G. Prepare and submit a Project Initiation Document detailing the proposed project improvements and the supporting engineering analysis.
- H. Work with Caltrans, County of Los Angeles, Los Angeles County Metropolitan Transportation Authority, Pepperdine University and any other applicable municipal or regulatory agencies to develop the project's scope and preliminary design to ensure acceptance of proposed work within the Caltrans' right of way.
- I. Prepare and submit a "Design Memo" detailing the proposed project improvements and the supporting engineering analysis.
- J. Prepare and submit a Preliminary Engineer's Construction Cost Estimate for all recommended improvements identified in the "Design Memo."
- K. Prepare rendering of recommended improvements identified in the "Design Memo."

II. Final Design – Plans, Specifications and Estimates as Final Work Product

Consultant to perform the following tasks:

- A. Design the roadway and sidewalk improvements based on the City reviewed "Design Memo."
- B. Prepare civil plans for the improvements, consistent with City format.
- C. Submittal of plan set shall be delivered at 50%, 90% complete and final. Submittals at 50%, 90% and final levels of plans and specifications shall be submitted in hard copy and electronic formats.
- D. Assist the City and conduct a Public Meeting at 50%, 90% submittal by preparing exhibits and attending workshop and be prepared to present the proposed project and discuss concerns of the residents, property owners and other stakeholders.
- E. Work with Caltrans' to ensure compatibility and connectivity with the Caltrans' proposed median improvement project from Puerco Canyon Road to Corral Canyon Road.
- F. Prepare technical construction specifications consistent with City format (SSPWC "Greenbook" and CSI Format, most recent editions).
- G. Submittal of specifications shall be delivered to the City at 50%, 90% complete and final in hard copy and electronic formats.
- H. Prepare an Engineer's Construction Cost Estimate based on the itemized quantity take-off from the contract documents.
- I. Submittal of the Engineer's Construction Cost Estimate shall be delivered to the City at 50%, 90% complete and final in hard copy and electronic formats.
- J. Prepare a Stormwater Pollution Prevention Plan that satisfies the requirements of the City's stormwater program, Caltrans requirements and all other applicable regulatory agencies.
- K. Prepare a traffic control plan that satisfies the requirements of the City and Caltrans.

III. Caltrans Permitting

Consultant to perform the following tasks:

- A. Determine the permitting documents and process required by Caltrans (Project Report, Project Study Report, Preliminary Engineering Evaluation Report, Encroachment Permit, etc.)
- B. Prepare all Caltrans required permit documentation for the project in accordance with Caltrans
- C. Conduct coordination meetings with Caltrans to facilitate permitting.
- D. Submittal of plan set shall be delivered at 50%, 90% complete and final. Submittals at 50%, 90% and final levels of plans and specifications shall be submitted in hard copy and electronic formats.
- E. Assist the City and conduct a Public Meeting at 50%, 90% submittal by preparing exhibits and attending workshop and be prepared to present the proposed project and discuss concerns of the residents, property owners and other stakeholders.

IV. Project Coordination - Preparation of Periodic Updated Schedule, Deliverables and Meetings

Consultant to perform the following tasks:

- A. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City shall include but are not limited to: Project Kick-off Meeting, presentation of "Design Memo", regular progress meetings and preparation for the Public Meetings at 50% and 90% design completion.
- B. Provide periodic schedule updates on deliverables and meetings as changes to the original schedule occur or as needed based on the needs of the project.

V. Project Management

City to perform the following tasks:

- A. Coordinate and oversee environment analysis, Caltrans coordination, permitting, Caltrans permitting, preliminary design, final design and public outreach.

CONSTRUCTION

The City may contract for construction management services for the project through the Request for Proposal process or perform construction management services with City staff. City staff will provide construction management oversight and hire consultants as necessary. The City will award a low-bid contract for construction. The following tasks shall be performed:

I. Construction Management

City and consultant to perform the following tasks:

- A. The Construction Manager (City staff or consultant) will provide contract administration and construction management as well as materials testing and inspection.
- B. The Construction Manager shall meet with the City and Design Consultant to perform work as needed to accomplish Project tasks including but is not limited to: Pre-Bid Meeting, Pre-Construction Meeting, regular progress meetings and the review and preparation of Request for Information responses, Request for Change Order responses, progress payment requests, submittals, shop drawings, change orders and project closeout.

II. Design Services During Construction – Responses to RFIs, RFCs, Progress Payment Requests, Review of Submittals, Shop Drawings and Change Orders

Consultant to perform the following tasks:

- A. The Design Consultant shall meet with the City and the Construction Manager and perform work as needed to accomplish Project tasks including but is not limited to: Pre-Bid Meeting, Pre-Construction Meeting, regular progress meetings and the review and preparation of Request for Information responses, Request for Change Order responses, progress payment requests, submittals, shop drawings, change orders, and project closeout.

III. Construction Contract

Contractor will perform the following tasks:

- A. Construct project in accordance with the plans and specifications.

IV. Project Management

City to perform the following tasks:

- A. Coordinate and oversee construction, construction management, and design services during construction.
- B. Host Ribbon Cutting Ceremony.

MILESTONES: The estimated implementation schedule for this project will be as follows

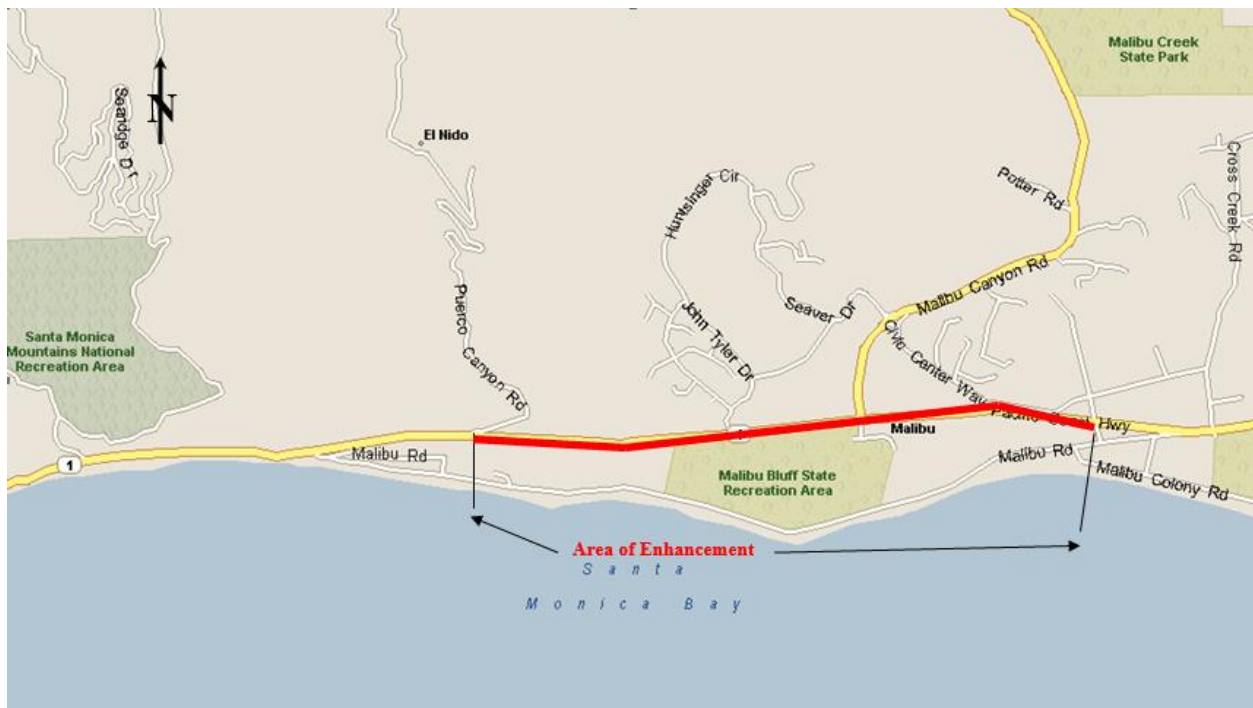
| <u>Milestone</u> | <u>Estimated Timeframe</u> |
|---|------------------------------|
| (a) Preliminary Design | February 2017 – March 2019 |
| (b) Final Design | March 2019 – February 2021 |
| (c) Environmental Analysis and Permitting | September 2019 – August 2020 |
| (d) Public Bid for Construction | March 2021 |
| (e) Award Construction Contract | May 2021 |
| (f) Construction | May 2021 – June 2022 |

CONSTRUCTION MILESTONES: The estimated implementation schedule for this project will be as follows.

| | START DATE | COMPLETION DATE |
|------------------------------------|------------|-----------------|
| Solicitation (Bid/Proposal) | | |
| Develop Solicitation Package | March 2021 | March 2021 |
| Solicitation Response | | April 2021 |
| Evaluations | | April 2021 |
| Selection | | May 2021 |
| City Council Approval Process | | May 2021 |
| Contract Award | | May 2021 |
| Fully Executed Contract | | May 2021 |
| Excavation | | |
| Clear/Grub | May 2021 | June 2022 |
| Survey | May 2021 | June 2022 |
| Grading | May 2021 | June 2022 |
| Compaction | May 2021 | June 2022 |
| Drainage | May 2021 | June 2022 |
| Median & Associated Landscape Work | May 2021 | June 2022 |
| Concrete | | |
| Form Work | May 2021 | June 2022 |
| Asphalt Concrete | | |
| AC Overlay | May 2021 | June 2022 |
| Traffic Control | | |
| TMP | May 2021 | June 2022 |
| Utilities | | |
| DWP | May 2021 | June 2022 |
| SCE | May 2021 | June 2022 |
| Materials | | |
| Staging | May 2021 | June 2022 |
| Signage | May 2021 | June 2022 |

| | START DATE | COMPLETION DATE |
|--|------------|-----------------|
| General Construction/close out project | April 2022 | June 2022 |
| Change Orders | | |
| P.O. Processing Time | May 2022 | June 2022 |
| Weather | May 2022 | June 2022 |
| Third Party Issues | May 2022 | June 2022 |
| Claims | May 2022 | June 2022 |

ATTACHMENT C-1 - Location Map(s)



MEASURE M FUNDING AGREEMENT MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of June 3, 2020 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Malibu ("GRANTEE") for Westward Beach Parking and Walkway Improvements, LACMTA Project ID# MM4401.06 and FTIP# LA0G1748, (the "Project"). This Project is eligible for funding under Line 56 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 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 July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Plans, Specifications and Estimates (PS&E) and Construction of the Project.

WHEREAS, the LACMTA Board, at its February 27, 2020 meeting, programmed \$3,500,000, in Measure M Funds to GRANTEE for Plans, Specifications and Estimates (PS&E) and Construction of the Project, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed as follows: \$3,500,000 in Measure M Funds in Fiscal Years (FY) \$1,500,000 FY 2018-19; \$1,200,000 FY 2019-20; and \$800,000 FY 2020-21. The total designated for Plans, Specifications and Estimates (PS&E) and Construction of the Project of the Westward Beach Parking and Walkway Improvements is \$3,500,000.

NOW, THEREFORE, the parties hereby agree as follows:

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

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – intentionally omitted
8. Attachment D-2 – Quarterly Progress/Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Bond Requirements
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: 8/18/2020
Deputy 

GRANTEE:

City of Malibu

By: _____ Date: _____
Mikke Pierson
Mayor

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE
By: _____ Date: _____
Christi Hogin
City Attorney

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy 

Date: 8/18/2020

GRANTEE:

City of Malibu

By: _____
Reva Feldman Mikke Pierson
City Manager Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Trevor Rusin Christi Hogin
City Attorney

Date: _____

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy 

Date: 8/18/2020

GRANTEE:

City of Malibu

By: _____
Reva Feldman Mikke Pierson
City Manager Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
Trevor Rusin Christi Hogin
City Attorney

Date: _____

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Westward Beach Parking and Walkway Improvements –Plans, Specifications and Estimates (PS&E) and Construction of the Project. LACMTA Project ID# MM4401.06, FTIP# LA0G1748.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of Measure M Funds.
 - 2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$3,500,000 (the "Fund") for the Project. LACMTA Board of Directors' action of February 27, 2020 granted the Measure M Funds for the Project. The Funds are programmed over 3 years for Fiscal Years (FY) FY 2018-19, FY 2019-20, and FY 2020-21.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, Attachment B shall be replaced with the new Attachment B setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.
6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the

Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if the Project is a capital project. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or in deliver of the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE's ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/Expenditure Report is attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", 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 <http://program.metro.net>. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE 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 GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. 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 (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE 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, GRANTEE 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.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Annie Chou
LACMTA Project Manager
Mail Stop: 99-23-3
Phone: (213) 418-3453
Email: choua@metro.net

14. GRANTEE's Address:

City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Jenna Sobieray
Assistant Civil Engineer
Phone: 310-456.2489 ext. 339
Email: jsobieray@malibucity.org

PART II
GENERAL TERMS OF THE FA

1. **TERM**

The term of this FA shall commence on the Effective Date of this FA, 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 GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENSION OR TERMINATION**

Should LACMTA determine there are insufficient Measure M Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)

or

mail to:

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

All invoice material must contain the following information:

Re: LACMTA Project ID# MM4401.06 and FA# 9200000000M440106
Annie Chou; Mail Stop 99-23-3

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines, the specifications for use for the transportation purposes described in the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such 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.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with

the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects/call_projects/call_projects-reference-documents/. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Report within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE 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 FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's 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"). Such 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. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 6, paragraphs 6.3 and 6.4 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE's records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all 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 FA.

6.8 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.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE 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 as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure M Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure M Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional 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 FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee within the subregion in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate.
- (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
- (v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vi) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2018-19 are subject to lapse by June 30, 2021. All Funds programmed for FY 2019-20 are subject to lapse by June 30, 2022. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2023.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its Annual Update process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, the Guidelines and the Multi-Year Subregional Programs Administrative Procedures. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further

disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

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

11.3 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.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at <http://metro.net/partners-civic>. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 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 Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE 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.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's 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.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 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 FA, 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.

13.4 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 GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, 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 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 GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, 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 FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation 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 FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA 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 including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE 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.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA 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.

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

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address or contact person.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE 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. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

ATTACHMENT A -PROJECT FUNDING

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| <p>ATTACHMENT A -PROJECT FUNDING</p> <p>Measure M Multi-Year Subregional Program - Funding Agreement Projects - FA.9200000000MM4401.6</p> | <p>Project Title: Westward Beach Parking and Walkway Improvements</p> <p>Project#: MM4401.06</p> |
|--|--|

PROGRAMMED BUDGET - SOURCES OF FUNDS

PROGRAMMED BUDGET - SOURCES OF FUNDS

Use Actual \$\$\$

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M Multi-Year Subregional Program - Active Transportation / Transit / Tech - Funding Agreement Projects - FA.9200000000M4401.06

Project Title : Westward Beach Parking and Walkway Improvements

Project#:MM4401.06

PROGRAMMED SOURCES OF FUNDS

| SOURCES OF FUNDS | FY 2018-19 Qtr 1 | FY 2018-19 Qtr 2 | FY 2018-19 Qtr 3 | FY 2018-19 Qtr 4 | FY 2019-20 Qtr 1 | FY 2019-20 Qtr 2 | FY 2019-20 Qtr 3 | FY 2019-20 Qtr 4 | TOTAL BUDGET |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|------------------|
| LACMTA PROGRAMMED FUNDS: | | | | | | | | | |
| MEASURE M MSP FUNDS: | | | | | | | | | |
| Planning Activities/Prog Dev | | | | | | | | | \$0 |
| Environmental | | | | | | | | | \$0 |
| Design and PS&E | | | | | | | | | \$0 |
| Right-of-Way Acquisition | | | | | | | | | \$0 |
| Construction | | | | | | | | | \$0 |
| Vehicle Purchase | | | | | | | | | \$0 |
| Others | | | | | | | | | \$0 |
| Total Measure M | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| SUM PROG LACMTA FUNDS: | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| OTHER NON LACMTA FUNDING: | | | | | | | | | |
| LOCAL: [INSERT SOURCE] | | | | | | | | | |
| Planning Activities/Prog Dev | \$27,500 | \$27,500 | \$27,500 | \$27,500 | | | | | \$110,000 |
| Environmental | | | | | | | | | \$0 |
| Design and PS&E | | | | | \$24,600 | \$13,500 | \$1,900 | | \$40,000 |
| Right-of-Way Acquisition | | | | | | | | | \$0 |
| Construction | | | | | | | | | \$0 |
| Vehicle Purchase | | | | | | | | | \$0 |
| Others | | | | | | | | | \$0 |
| Total LOCAL | \$27,500 | \$27,500 | \$27,500 | \$27,500 | \$24,600 | \$13,500 | \$1,900 | \$0 | \$150,000 |
| STATE: [INSERT SOURCE] | | | | | | | | | |
| Planning Activities/Prog Dev | | | | | | | | | \$0 |
| Environmental | | | | | | | | | \$0 |
| Design and PS&E | | | | | | | | | \$0 |
| Right-of-Way Acquisition | | | | | | | | | \$0 |
| Construction | | | | | | | | | \$0 |
| Vehicle Purchase | | | | | | | | | \$0 |
| Others | | | | | | | | | \$0 |
| Total STATE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| FEDERAL: [INSERT SOURCE] | | | | | | | | | |
| Planning Activities/Prog Dev | | | | | | | | | \$0 |
| Environmental | | | | | | | | | \$0 |
| Design and PS&E | | | | | | | | | \$0 |
| Right-of-Way Acquisition | | | | | | | | | \$0 |
| Construction | | | | | | | | | \$0 |
| Vehicle Purchase | | | | | | | | | \$0 |
| Others | | | | | | | | | \$0 |
| Total FEDERAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| PRIVATE: [INSERT SOURCE] | | | | | | | | | |
| Planning Activities/Prog Dev | | | | | | | | | \$0 |
| Environmental | | | | | | | | | \$0 |
| Design and PS&E | | | | | | | | | \$0 |
| Right-of-Way Acquisition | | | | | | | | | \$0 |
| Construction | | | | | | | | | \$0 |
| Vehicle Purchase | | | | | | | | | \$0 |
| Others | | | | | | | | | \$0 |
| Total PRIVATE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| SUM NON-LACMTA FUNDS : | \$27,500 | \$27,500 | \$27,500 | \$27,500 | \$24,600 | \$13,500 | \$1,900 | \$0 | \$150,000 |
| PROJECT FUNDING FY2018-19 and FY2019-20 | \$27,500 | \$27,500 | \$27,500 | \$27,500 | \$24,600 | \$13,500 | \$1,900 | \$0 | \$150,000 |

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M Multi-Year Subregional Program - Active Transportation / Transit / Tech - Funding Agreement Projects - FA.9200000000M4401.06

Project Title : Westward Beach Parking and Walkway Improvements

Project#:MM4401.06

PROGRAMMED SOURCES OF FUNDS

| SOURCES OF FUNDS | FY 2020-21 Qtr 1 | FY 2020-21 Qtr 2 | FY 2020-21 Qtr 3 | FY 2020-21 Qtr 4 | FY 2021-22 Qtr 1 | FY 2021-22 Qtr 2 | FY 2021-22 Qtr 3 | FY 2021-22 Qtr 4 | TOTAL BUDGET |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|--------------------|
| LACMTA PROGRAMMED FUNDS: | | | | | | | | | |
| MEASURE M MSP FUNDS: | | | | | | | | | |
| Planning Activities/Prog Dev | | | | | | | | | \$0 |
| Environmental | | | | | | | | | \$0 |
| Design and PS&E | | | | | | | | | \$0 |
| Right-of-Way Acquisition | | | | | | | | | \$0 |
| Construction | \$1,250,000 | \$1,250,000 | \$1,000,000 | | | | | | \$3,500,000 |
| Vehicle Purchase | | | | | | | | | \$0 |
| Others | | | | | | | | | \$0 |
| Total Measure M | \$1,250,000 | \$1,250,000 | \$1,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,500,000 |
| SUM PROG LACMTA FUNDS: | \$1,250,000 | \$1,250,000 | \$1,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,500,000 |
| OTHER NON LACMTA FUNDING: | | | | | | | | | |
| LOCAL: [INSERT SOURCE] | | | | | | | | | |
| Planning Activities/Prog Dev | | | | | | | | | \$0 |
| Environmental | | | | | | | | | \$0 |
| Design and PS&E | | | | | | | | | \$0 |
| Right-of-Way Acquisition | | | | | | | | | \$0 |
| Construction | | | \$200,000 | | | | | | \$200,000 |
| Vehicle Purchase | | | | | | | | | \$0 |
| Others | | | | | | | | | \$0 |
| Total LOCAL | \$0 | \$0 | \$200,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$200,000 |
| STATE: [INSERT SOURCE] | | | | | | | | | |
| Planning Activities/Prog Dev | | | | | | | | | \$0 |
| Environmental | | | | | | | | | \$0 |
| Design and PS&E | | | | | | | | | \$0 |
| Right-of-Way Acquisition | | | | | | | | | \$0 |
| Construction | | | | | | | | | \$0 |
| Vehicle Purchase | | | | | | | | | \$0 |
| Others | | | | | | | | | \$0 |
| Total STATE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| FEDERAL: [INSERT SOURCE] | | | | | | | | | |
| Planning Activities/Prog Dev | | | | | | | | | \$0 |
| Environmental | | | | | | | | | \$0 |
| Design and PS&E | | | | | | | | | \$0 |
| Right-of-Way Acquisition | | | | | | | | | \$0 |
| Construction | | | | | | | | | \$0 |
| Vehicle Purchase | | | | | | | | | \$0 |
| Others | | | | | | | | | \$0 |
| Total FEDERAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| PRIVATE: [INSERT SOURCE] | | | | | | | | | |
| Planning Activities/Prog Dev | | | | | | | | | \$0 |
| Environmental | | | | | | | | | \$0 |
| Design and PS&E | | | | | | | | | \$0 |
| Right-of-Way Acquisition | | | | | | | | | \$0 |
| Construction | | | | | | | | | \$0 |
| Vehicle Purchase | | | | | | | | | \$0 |
| Others | | | | | | | | | \$0 |
| Total PRIVATE | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| SUM NON-LACMTA FUNDS : | \$0 | \$0 | \$200,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$200,000 |
| PROJECT FUNDING FY2020-21 and FY2021-22 | \$1,250,000 | \$1,250,000 | \$1,200,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,700,000 |
| TOTAL LACMTA FUNDS | \$1,250,000 | \$1,250,000 | \$1,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,500,000 |
| TOTAL NON-LACMTA FUNDS | \$27,500 | \$27,500 | \$227,500 | \$27,500 | \$24,600 | \$13,500 | \$1,900 | \$0 | \$350,000 |
| TOTAL PROJECT FUNDING | \$1,277,500 | \$1,277,500 | \$1,227,500 | \$27,500 | \$24,600 | \$13,500 | \$1,900 | \$0 | \$3,850,000 |

**ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT**

PROJECT NAME: Westward Beach Parking and Walkway Improvements

PROJECT LOCATION/LIMITS/AREA:

The project is located at Westward Beach in the City of Malibu, in the Point Dume area. The project limits are from Pacific Coast Highway to Birdview Avenue along Westward Beach Road.

PROJECT DESCRIPTION INCLUDING MULTI-YEAR SUBREGIONAL PROGRAM AND PROJECT NEXUS:

The Westward Beach Parking and Walkway Improvements project is part of the Active Transportation/ Transit / Tech Program. The project consists of improving the roadway and parking along Westward Beach Road. The project will also include a new 12 foot-wide dedicated sidewalk and bicycle path with bicycle signage and striping. The bicycle path will connect users to and from Pacific Coast Highway, allowing a designated path for bicycle riders and promoting safety within this heavily traveled traffic area. The project will also include new bike racks along the improvements to allow beach users to secure and properly store their bikes.

Westward beach road is currently about 30 feet wide and will be widened by a variable width from 6 to 12 feet within the existing sand area to incorporate the above improvements. With the road improvements and the new multiuse path, the project will ultimately encroach a maximum of 24 feet southwest into the sand.

To prevent windblown sand from encroaching into the roadway and multiuse path, a new concrete sand wall will be designed and placed between the beach and the proposed multiuse path. The concrete sand wall will be about 4 feet tall and include breaks every 150 feet for pedestrian access to the beach.

PROJECT FUNDING:

| PHASE | LACMTA – MEASURE M FUNDS | LOCAL AGENCY (IF ANY) | TOTAL |
|--------------------------|-----------------------------|--------------------------|--------------------|
| Planning | | \$110,000 | \$110,000 |
| Design | | \$40,000 | \$40,000 |
| Construction | \$3,000,000 | \$200,000* | \$3,200,000 |
| Construction Management | \$500,000 | | \$500,000 |
| | | | |
| TOTAL BUDGET COST | | | \$3,850,000 |

* The City estimates \$200,000 for the construction of parking and will commit to paying the actual cost once construction bids are received.

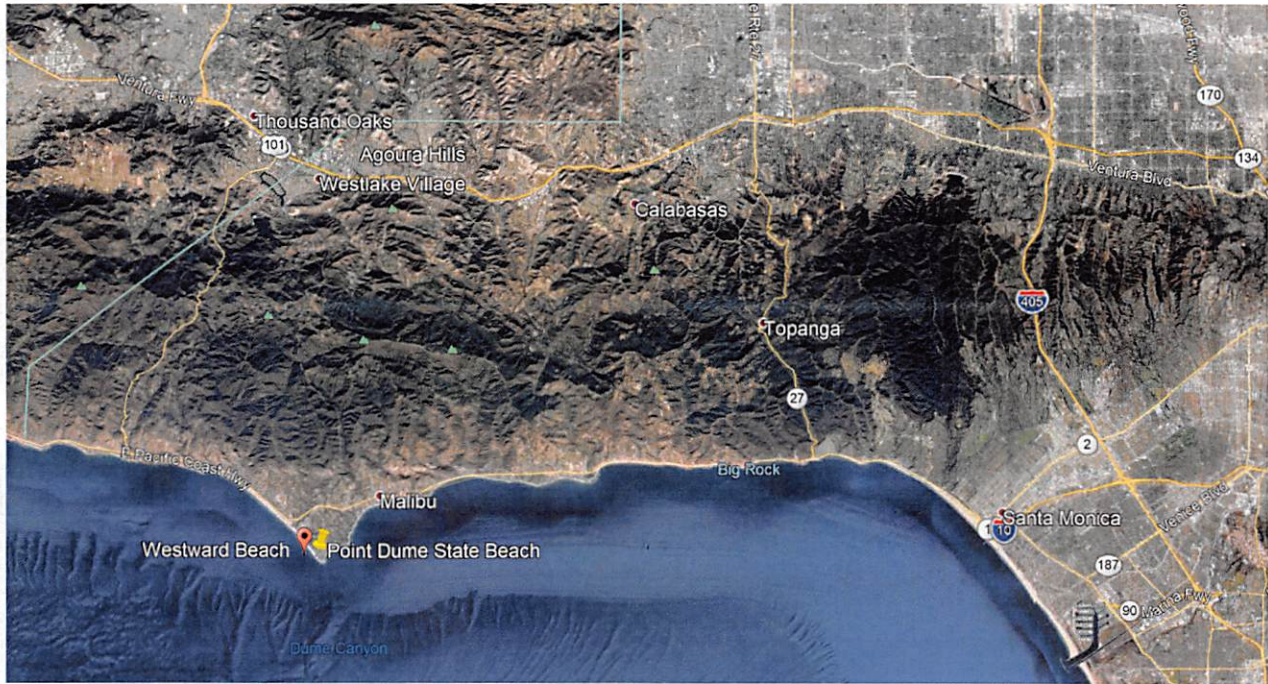
ESTIMATED PROJECT COSTS:

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL COST |
|--|----------|------|-----------|--------------------|
| General (Mobilization, Demobilization, Insurance, Traffic Control, etc.) | 1 | LS | - | \$250,000 |
| Demolition and Utilities | 15,000 | SF | - | \$500,000 |
| Street Improvements and Bike Path | 50,000 | SF | - | \$1,250,000 |
| Drainage | 1,550 | LF | - | \$300,000 |
| Signing and Striping | 1,550 | LF | - | \$700,000 |
| Parking | 1,550 | LF | - | \$200,000 |
| Construction Management | 1 | LS | - | \$500,000 |
| Planning and Design | 1 | LS | - | \$150,000 |
| | | | | |
| GRAND TOTAL | | | | \$3,850,000 |

PROJECT DETAILED SCHEDULE:

| Milestones | Begin | End | Duration (months) |
|---|-------------------|------------------|------------------------------|
| Mobilization and Approval of Materials | September 2020 | October 2020 | 1 month |
| Site Prep / Demolition | October 2020 | October 2020 | .25 month |
| Storm drain Design | October 2020 | October 2020 | .5 month |
| Preparation of Subgrade | October 2020 | November 2020 | 1 month |
| Sand Wall Installation | October 2020 | December 2020 | 2 months |
| Concrete Flatwork and Angle Asphalt Parking | November 2020 | December 2020 | 1.5 months |
| Superficial Slurry | December 2020 | January 2021 | .5 month |
| Signage and Striping | January 2021 | February 2021 | 1 month |
| Final Closeout | February 2021 | May 2021 | 3 months |

PROJECT MAP:



FA ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296**. 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 GRANTEE provides 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.
- GRANTEE is 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 draft Quarterly 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 |

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

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 (FA Attachment C) **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/her designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). 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.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- 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*.
- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE M ATTACHMENT D-2

QUARTERLY PROGRESS/EXPENDITURE REPORT

| Grantee To Complete | |
|---------------------|-------------------|
| Invoice # | |
| Invoice Date | |
| FA# | 9200000000M440106 |
| Quarterly Report # | |

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

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

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 Measure M MSP Grant \$ | |
|--|-------------------------------|--------------|
| Project | 474401 | |
| Task | MM4401.06 | |
| Project Quarter Expenditure | | |
| This Quarter Expenditure | | |
| Retention Amount | - | |
| Net Invoice Amount (Less Retention) | \$ | - |
| Project-to-Date Expenditure | | |
| Funds Expended to Date (Include this Quarter) | | |
| Total Project Budget | \$ | 3,500,000.00 |
| % of Project Budget Expended to Date | | 0% |
| Balance Remaining | \$ | 3,500,000.00 |

SECTION 2: GENERAL INFORMATION**PROJECT TITLE:** Westward Beach Parking and Walkway Improvements**FA #:** 9200000000M440106**QUARTERLY REPORT SUBMITTED FOR:**

Fiscal Year : ☐ 2018-19 ☐ 2019-20 ☐ 2020-21
☐ 2021-22 ☐ 2022-23 ☐ 2023-24

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____**Measure M Multi-Year Subregional Program Type:** Active Transportation/Transit/Tech Program (Line 56)

| | | |
|-------------------------------|---------------|--|
| LACMTA Project Manager | Name: | Annie Chou |
| | Phone Number: | 213.418.3453 |
| | E-mail: | choua@metro.net |

| | | |
|--|------------------|--|
| Grantee Contact / Project Manager | Contact Name: | Jenna Sobieray |
| | Job Title: | Assistant Civil Engineer |
| | Department: | |
| | City / Agency: | City of Malibu |
| | Mailing Address: | 23825 Stuart Ranch Road Malibu, CA 90265 |
| | Phone Number: | 310-456.2489 ext. 339 |
| | E-mail: | jsobieray@malibucity.org |

SECTION 3 : QUARTERLY PROGRESS REPORT**1. DELIVERABLES & MILESTONES**

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

Grantees must make every effort to accurately portray milestone dates in the original FA 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 FA 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 FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

| FA Milestones | Original FA Schedule in Scope of Work | | Actual Schedule | |
|--|---------------------------------------|----------|-----------------|----------|
| | Start Date | End Date | Start Date | End Date |
| Environmental | | | | |
| Design | | | | |
| Right-of-Way Acquisition | | | | |
| Construction | | | | |
| Vehicle Purchase | | | | |
| Others | | | | |
| Ground Breaking Event | | | | |
| Ribbon Cutting Event | | | | |
| Total Project Duration (Months) | | | | |

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 FA 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 FA?

- ☐ 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 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 FA Attachment B, Scope of Work. Use additional pages if needed.

| ITEM | | INVOICE # | TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT |
|-------|--|-----------|--|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| TOTAL | | | |

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.

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

ATTACHMENT E- FTIP SHEET
Los Angeles Metropolitan Transportation Authority
2019 Federal Transportation Improvement Program (\$000)

| | | | | | | | | | | | |
|--|-----------------------|--|---------------------|------------------------|--|---|---|----------------------------------|--|--|-------------------|
| TIP ID LA0G1748 | | Implementing Agency Malibu, City of | | | | | | | | | |
| <p>Project Description: This project aims to improve safety and traffic flow by providing striping and signage for bicycles, a connecting bike path along the beach, separation of pedestrians and bicycles from the active roadway, connectivity to Pacific Coast Highway, a safe pathway for pedestrians, a sand wall, and driveways for Lifeguard Tower access. The proposed bicycle facility will include 1,200 ft of Class I, 1,800 ft of Class II, and 3,800 ft of Class III bike lanes. The pedestrian path is 1,350 ft.</p> | | | | | | | | | | <p>SCAG RTP Project #: 7120004 Study: N/A Is Model: Model #: PM: Nicole Benyamin - (310)456-2489</p> | |
| | | | | | | | | | | <p>LS: N LS GROUP#: Conformity Category: TCM Committed</p> | |
| System :Local Hwy | | Route : | Postmile : | Distance : | Phase: Engineering/Plans, Specifications and Estimates (PS&E) | | | | Completion Date 06/30/2021 | | |
| Lane # Extd: | | Lane # Prop: Imprv Desc: | | | Air Basin: SCAB | | Envir Doc: CATEGORICALLY EXEMPT - 06/30/2021 | | | | |
| Toll Rate: 0.00 | Toll Colc Loc: | | Toll Method: | Hov acs eg loc: | | Uza: Los Angeles-Long Beach-Santa Ana | | Sub-Area: | Sub-Region: Las Virgenes/Malibu COG | | |
| | | | | | | CTIPS ID: | EA #: | PPNO: | | | |
| Program Code: NCN25 - BICYCLE & PEDESTRAIN FACILITIES-NEW Stop Loc: | | | | | | | | | | | |
| | | PHASE | PRIOR | 18/19 | 19/20 | 20/21 | 21/22 | 22/23 | 23/24 | BEYOND | PROG TOTAL |
| CITY - City Funds | | PE | | \$150 | | \$0 | | | | | \$150 |
| | | RW | | \$0 | | \$0 | | | | | \$0 |
| | | CON | | \$0 | | \$200 | | | | | \$200 |
| | | SUBTOTAL | | \$150 | | \$200 | | | | | \$350 |
| MEASURE M MYSP (Multi Year Subregional Program) | | PE | | \$0 | \$0 | \$0 | | | | | \$0 |
| | | RW | | \$0 | \$0 | \$0 | | | | | \$0 |
| | | CON | | \$1,500 | \$1,200 | \$800 | | | | | \$3,500 |
| | | SUBTOTAL | | \$1,500 | \$1,200 | \$800 | | | | | \$3,500 |
| | | TOTAL | | \$1,650 | \$1,200 | \$1,000 | | | | | \$3,850 |
| | | TOTAL PE: \$150 | | TOTAL RW: \$0 | | TOTAL CON: \$3,700 | | TOTAL PROGRAMMED: \$3,850 | | | |
| <p>- General Comment: City budget adjustments for 20-21 Fiscal Year - Modeling Comment: City budget adjustments for 20-21 Fiscal Year - TCM Comment: City budget adjustments for 20-21 Fiscal Year - Amendment Comment: - CMP Comment: - Narrative:</p> | | | | | | | | | | | |
| Last Revised Amendment 19-80 - Submitted | | | | | | Change reason: Other, City budget adjustment | | Total Project Cost | | \$3,850 | |

ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F 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 (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes. GRANTEE 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 quarterly invoice submitted by GRANTEE 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. GRANTEE 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 LACMTA in consultation with its bond counsel.

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