

**MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM (General)**

This Funding Agreement ("FA") is made and entered into effective as of May 29, 2026 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Signal Hill ("GRANTEE") for Willow Street Corridor – Walnut Avenue to Cherry Avenue Congestion Relief Project, LACMTA Project ID# MR306.62 and FTIP# LA9919305, (the "Project"). This Project is eligible for funding under Line 37 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the LACMTA Board, at its July 22, 2021 meeting, programmed \$1,312,050, in Measure R Funds to GRANTEE for PA/ED and PS&E. The PA/ED and PS&E Phases of the Project is led by Metro; and

WHEREAS the LACMTA Board desires to increase the Project's budget of Measure R by \$6,000,000 from \$1,312,050 to \$7,312,020. This amount is within the Board authorized budget increase for the Project, the total new Project budget is \$7,312,050 which was approved by the LACMTA Board on June 22, 2023 for the ROW and Construction Phases; and

WHEREAS, the LACMTA Board desires to increase the Project's budget of Measure R by \$250,000 from \$7,312,020 to \$7,562,050. This amount is within the Board authorized budget increase for the Project, the total new Project budget is \$7,562,050 which was approved by the LACMTA Board on June 26, 2025 for the ROW Phase; and

WHEREAS, LACMTA and GRANTEE entered into a Memorandum of Understanding (MOU) dated September 14, 2021, (the "Existing MOU"), which was amended on May 29, 2026, programmed \$1,222,371.31 for the Project's PA&ED, PS&E, and ROW Phases; and

WHEREAS, \$6,339,678.69 is available for programming under this FA. The funding set forth herein is intended to fund ROW and Construction of the Project, subject to the terms and conditions contained in this FA; and

WHEREAS, the LACMTA Board on January 26, 2023, delegated administrative authority to staff to extend the funding lapsing date of the Measure R Funds previously approved to meet environmental, design, right-of-way and construction time frames; and

WHEREAS, the GRANTEE and LACMTA desire to extend the Measure R lapse dates of FY 2022-23 and FY 2023-24 funds to June 30, 2027; and

WHEREAS, GRANTEE has requested that LACMTA utilize the CONTRACT to perform certain ROW activities on behalf of the GRANTEE as defined in the existing MOU; and

WHEREAS, the GRANTEE will be responsible for certain ROW activities associated with the Project, with roles and responsibilities outlined in the Existing MOU and identified in Attachment C of this FA; and

WHEREAS, a portion of the Measure R funds programmed for the Project are being allocated for the ROW expenditures outlined in the Existing MOU;

WHEREAS, the remaining Funds are currently programmed as follows: \$6,339,678.69 in Measure R Funds in Fiscal Years (FY) 2022-23; FY 2023-24; FY 2024-25; and FY 2025-26. The total designated for PA/ED, PS&E, ROW, and Construction of the Project is \$6,339,678.69.

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 – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan - Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – Intentionally omitted
9. Attachment D-2 – Quarterly Progress/Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. Attachment G – Special Grant Conditions Los Angeles County Regional ITS Architecture (Connect-It) Consistency Self-Certification Policy Form
13. Attachment G-1 – Special Grant Conditions Signal Synchronization, Intelligent Transportation Systems (ITS), and Transportation Technology Improvements
14. 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: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: _____
 
Deputy

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2026.06.03 15:47:28 -08'00'

GRANTEE:

CITY OF SIGNAL HILL

By: _____ Date: _____
Carlo Tomaino
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Mathew Richardson
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Willow Street Corridor –Project Approval/Environmental Document (PAED), Plans, Specifications and Estimates (PS&E), Project Development, Right-of-Way, and Construction. LACMTA Project ID# MR306.62, FTIP# LA9919305.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 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 \$6,339,678.69 (the "Funds") for the Project. LACMTA Board of Directors' action of July 22, 2021, June 22, 2023, and June 26, 2025 granted the Measure R Funds for the Project. The Funds are programmed over 4 years for Fiscal Years (FY) 2022-23, FY 2023-24, FY 2024-25, and FY 2025-26.
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%) of 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-1** 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 Executive Officer of Countywide Planning, Complete Streets & Highway in writing. If the LACMTA's Executive Officer of Countywide Planning, Complete Streets & Highway concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 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 applicable. 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 fails to deliver 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 are 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 <https://programmetro.ecointeractive.com/secure2/login.asp>. All projects that receive funding through Measure R 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 and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (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, the Federal subsidy payment or the tax credit, as applicable, 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: Lily Foster
LACMTA Project Manager
Mail Stop 99-18-2
Phone: (213)-922-2927
E-mail: FosterLi@metro.net

14. GRANTEE's Address:

City of Signal Hills
2175 Cherry Ave. Signal Hills, CA 90755
Jesus Saldaña
Title: Associate Engineer
Phone: 562-989-7352
Email: jsaldana@cityofsignalhill.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 R 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) to 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# MR306.62 and FA# 9200000000MR30662

Lily Foster; Mail Stop 99-18-2

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 and the specifications for use for the transportation purposes described in the Ordinance.

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 register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/Vendor Portal Registration.pdf>. 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 Reports 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 (6) 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 5, paragraphs 6.2 and 6.3 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 (IRS), 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. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

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 R 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 R 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 may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate, the LACMTA Board to approve such request for additional funds. If the Funds are still 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. 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) Expending Project Development or Right-of-Way costs (including by deposit into a condemnation action) by the end of the **second (2nd) fiscal year** following the year the Funds were first programmed; and
- (iv) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (v) 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 (Scope of Work) of this FA; and
- (vi) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vii) 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 2022-23 are subject to lapse by June 30, 2027. All Funds programmed for FY 2023-24 are subject to lapse by June 30, 2027. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028.

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 and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. 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.

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.

FTIP #: LA9919305

ATTACHMENT A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 9200000000MR30662

Project Title: Willow Street Corridor - Walnut Avenue to Cherry Congestion Relief Project Project#: MR306.62

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2026-27	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING									
MEASURE R FUNDS	\$ 257,887.37	\$ 1,831,791.32	\$ 4,000,000.00	\$ 250,000.00				\$ 6,339,678.69	95%
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	\$ 257,887.37	\$ 1,831,791.32	\$ 4,000,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ 6,339,678.69	95%
OTHER SOURCES OF FUNDING:									
LOCAL:				\$ 50,000.00	\$ 200,000.00	\$ 50,000.00		\$ 300,000.00	5%
STATE:								\$ -	0%
FEDERAL:								\$ -	0%
PRIVATE OR OTHER:								\$ -	0%
OTHER FUNDING SUBTOTAL	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 200,000.00	\$ 50,000.00	\$ -	\$ 300,000.00	5%
TOTAL PROJECT FUNDS	\$ 257,887.37	\$ 1,831,791.32	\$ 4,000,000.00	\$ 300,000.00	\$ 200,000.00	\$ 50,000.00	\$ -	\$ 6,639,678.69	100%

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

Measure R Program - Funding Agreement Projects - FA# 9200000000MR30662

Project Title: Willow Street Corridor - Walnut Avenue to Cherry Congestion Relief Project

Project#: MR306.62

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0.00
PS&E									\$0.00
RW Support									\$0.00
Const. Support									\$0.00
RW						\$250,000.00	\$850,000.00	\$850,000.00	\$1,950,000.00
Construction									\$0.00
Total MEASURE R	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$850,000.00	\$850,000.00	\$1,950,000.00
PROP C 25%									
PAED									\$0.00
PS&E									\$0.00
RW Support									\$0.00
Const. Support									\$0.00
RW									\$0.00
Construction								\$131,679.00	\$131,679.00
Total PROP C 25%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$131,679.00	\$131,679.00
SUM PROG LACMTA FUNDS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$850,000.00	\$981,679.00	\$2,081,679.00
OTHER NON LACMTA FUNDING:									
LOCAL:									
PAED									\$0.00
PS&E									\$0.00
RW Support								\$50,000.00	\$50,000.00
Const. Support									\$0.00
RW									\$0.00
Construction									\$0.00
Total LOCAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00
SUM NON-LACMTA FUNDS :	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00
PROJECT FUNDING FY24-25 and FY25-26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$850,000.00	\$1,031,679.00	\$2,131,679.00
SOURCES OF FUNDS	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	FY 2027-28 Qtr 1	FY 2027-28 Qtr 2	FY 2027-28 Qtr 3	FY 2027-28 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									\$0.00
PS&E									\$0.00
RW Support									\$0.00
Const. Support	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$30,000.00	\$19,999.69		\$299,999.69
RW									\$0.00
Construction	\$650,000.00	\$650,000.00	\$679,000.00	\$679,000.00	\$650,000.00	\$450,000.00	\$200,000.00		\$3,958,000.00
Total MEASURE R	\$700,000.00	\$700,000.00	\$729,000.00	\$729,000.00	\$700,000.00	\$480,000.00	\$219,999.69	\$0.00	\$4,257,999.69
SUM PROG LACMTA FUNDS:	\$700,000.00	\$700,000.00	\$729,000.00	\$729,000.00	\$700,000.00	\$480,000.00	\$219,999.69	\$0.00	\$4,257,999.69
OTHER NON LACMTA FUNDING:									
LOCAL:									
PAED									\$0.00
PS&E									\$0.00
RW Support	\$50,000.00	\$50,000.00							\$100,000.00
Const. Support			\$50,000.00	\$50,000.00	\$50,000.00				\$150,000.00
RW									\$0.00
Construction									\$0.00
Total LOCAL	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00
SUM NON-LACMTA FUNDS :	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00
PROJECT FUNDING FY26-27 and FY27-28	\$750,000.00	\$750,000.00	\$779,000.00	\$779,000.00	\$750,000.00	\$480,000.00	\$219,999.69	\$0.00	\$4,507,999.69
SUMMARY OF ALL FUNDS									
PAED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PS&E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RW Support	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$150,000.00
Const. Support	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$30,000.00	\$19,999.69	\$0.00	\$449,999.69
RW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	\$850,000.00	\$850,000.00	\$1,950,000.00
Construction	\$650,000.00	\$650,000.00	\$679,000.00	\$679,000.00	\$650,000.00	\$450,000.00	\$200,000.00	\$131,679.00	\$4,089,679.00
TOTAL MILESTONES	\$750,000.00	\$750,000.00	\$779,000.00	\$779,000.00	\$750,000.00	\$730,000.00	\$1,069,999.69	\$1,031,679.00	\$6,639,678.69
SUM PROG LACMTA FUNDS	\$700,000.00	\$700,000.00	\$729,000.00	\$729,000.00	\$700,000.00	\$730,000.00	\$1,069,999.69	\$981,679.00	\$6,339,678.69
SUM NON-LACMTA FUNDS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$300,000.00
TOTAL PROJECT FUNDING	\$750,000.00	\$750,000.00	\$779,000.00	\$779,000.00	\$750,000.00	\$730,000.00	\$1,069,999.69	\$1,031,679.00	\$6,639,678.69

ATTACHMENT C SCOPE OF WORK

PROJECT TITLE:

Willow St Corridor - Walnut Ave to Cherry Ave Congestion Relief Project

PROJECT LOCATION:

The project is located along Willow Street near the Cherry Ave intersection in the City of Signal Hill.

PROJECT LIMITS:

This project limits are Willow Street between Walnut Avenue and Dawson Avenue in the City of Signal Hill.

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:

The purpose of this project is to improve corridor efficiency, signal operations, and traffic safety. Willow Street serves as a parallel corridor of the I-405 connecting I-710 to the I-605 Freeway. Willow Street is also designated as a truck route. Cherry Avenue is a large arterial street that is designated as an emergency corridor connecting downtown Long Beach with the I-405 and intersects Willow in the project limits.

PROJECT BACKGROUND:

As part of the I-710 Corridor Improvement Project and Early Action Program, Los Angeles County Metropolitan Transportation Authority (LACMTA) has worked closely with the Gateway Cities Council of Governments and the City of Signal Hill to identify improvements that will reduce delay and improve traffic operation and safety on arterials linked with I-710. During the call for projects, Public Works staff and the City's Traffic Engineer identified the Willow Street corridor as a major arterial where congestion relief improvements are needed. The goal of the City's selected project is to provide congestion relief on the Willow Street corridor during peak hours by improving the intersections at Cherry Avenue and Walnut Avenue. At their meeting on July 22, 2021, LACMTA's Board programmed \$1,312,050 in funding for the preparation of environmental impact analysis documents, plans, specifications and estimates for the Willow Street corridor – Walnut Avenue to Cherry Avenue Congestion Relief Project (Willow Street Corridor Project).

On September 14, 2021, The City Council entered into a Memorandum of Understanding (MOU) with LACMTA for preparation of design documents, which includes the Project Approval MOU for Willow Street Corridor Project allowing for the Environmental Document (PA&ED) phase and the preparation of Plans, Specifications and Estimates (PS&E) for the Willow Street Corridor Project.

PROJECT BUDGET:

COMPONENT	AMOUNT
R/W Support	150,000.00
R/W Capital	1,950,000.00
Construction Support	449,999.69
Construction Capital	<u>4,089,679.00</u>
Total Budget	\$ 6,639,678.69

SCOPE:

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

The Willow Street Congestion Relief Corridor Project is comprised of two primary elements: additional turning lanes and movements at Willow Street and Cherry Avenue, and traffic signal synchronization along Willow Street from Walnut Avenue to Junipero Avenue. Willow Street serves as a parallel corridor of the I-405 connecting I-710 to the I-605 Freeway. Willow Street is designated as a truck route. Cherry Avenue is designated as an emergency corridor connecting downtown Long Beach with the I-405.

The project will install dual northbound left turn lanes on Cherry Avenue and right turn lanes for the east and west-bound directions of Willow Street. These modifications will increase the intersection efficiency and decrease delays for vehicles and buses. Additionally, the enhancement includes countdown pedestrian heads and touchless push buttons to enhance safety.

Willow Corridor Project will also update the signal at Willow Street and Walnut Avenue to allow for protected left turns which will require median realignment and the signal synchronization along the corridor to enhance vehicles movements through the corridor.

The specific scope of the additional \$250,000 will be to provide support for the project for property acquisitions, negotiations with property owners, and to bolster the budget for the Right of way phase.

RIGHT-OF-WAY:

Right-of-Way Support

Specific Tasks to be performed include, but are not limited, to the following:

- A. A. Prepare and provide exhibits, plats and legal descriptions for the properties requiring right of way acquisition, slope easements, temporary construction easements and/or rights-of-entry.
- B. B. Meet as needed with the City to accomplish Project tasks as outlined. Meetings expected between the Consultant and City, shall be and not be limited to: Project
- C. Kick-off Meeting, site visits, progress meetings and preparation for City Council meetings.
- D. C. Provide periodic schedule updates on deliverables and meetings as changes to original schedule occur or as needed based on the needs of the project.

Right-of-Way Capital:

Tasks to be performed include, but are not limited to, the following:

- A. A. Order title reports/litigation guarantees.
- B. B. Present conceptual plans to property owners adjacent to project.
- C. C. Shall choose an Appraiser to prepare and provide appraisal of properties requiring right of way acquisition.
- D. D. Authorize appraisals and improvements pertaining to properties.
- E. E. Notify and meet with property owners of appraisals and detailed improvements to their properties.
- F. F. Set just compensation.
- G. G. Present written offer letters and appraisal summaries to property owners.

H. H. Conduct negotiations to settlement.

Right-of-Way Capital/Eminent Domain:

Tasks to be performed on as-needed basis include, but are not limited to, the following:

- A. Factual investigations
- B. Pleadings and pre-trial proceedings
- C. Discovery
- D. Case Administration
 - i. Court Conference
 - ii. Client meetings and status reports
 - iii. Mediations
- E. Trial
 - i. Trial preparation
 - ii. Pre-trial motions
 - iii. Trial time
- F. Experts/Consultants/Investigation
 - i. Real estate appraiser
 - ii. Goodwill appraiser

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

- A. Conduct a “Ground Breaking” ceremony for the project.
- B. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
- C. Contract with a Public Works Contractor for the construction phase of the project

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs

MILESTONES: The implementation schedule for this project will be as follows. [Please include all applicable milestones and provide any additional specific activities that are not listed, under “other.”]

	START DATE	COMPLETION DATE
PA&ED		
Prepare Environmental Document Document Type:_____	1/2022	10/2022
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
Insert other PAED milestones		
PS&E		
35% PS&E	4/2022	4/2022
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Utilities		
Right-of-Way		
Estimating		
Civic Design		
Structural Design		
Intelligent Transportation System (ITS)		

CONSTRUCTION MILESTONES: The implementation schedule for this project will be as follows. Please include all applicable milestones and provide any additional specific activities that are not currently listed under “other.”

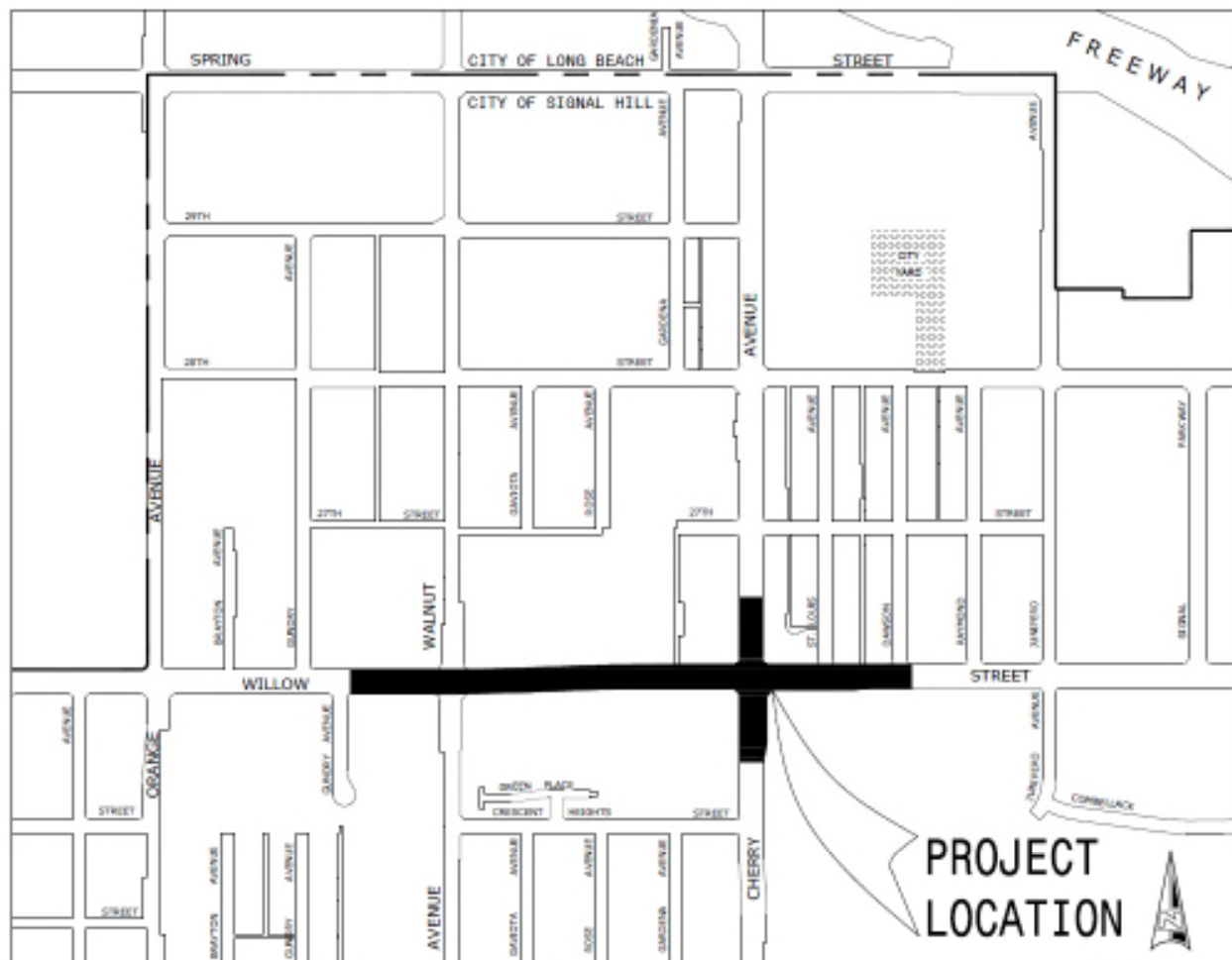
	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	2/2022	2/2025
Solicitation Response	10/2026	11/2026
Evaluations	12/2026	12/2026
Selection	1/2027	1/2027
Board Approval Process	1/2027	1/2027
Contract Award	2/2027	2/2027
Fully Executed Contract	2/2027	2/2027
EXCAVATION		
Mobilization	2/2027	3/2027
Survey	2/2027	3/2027
Utility Investigation/Potholing	2/2027	3/2027
Grading/Trenching	3/2027	5/2027
Drainage	3/2027	6/2027
Paving	6/2027	12/2027
ENVIRONMENTAL		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring	2/2027	12/2027
CONCRETE		
Form Work	4/2027	5/2027
Rebar Placement		
Pole Placement	6/2027	10/2027
TRAFFIC CONTROL		
TMP	3/2027	12/2027
STRUCTURAL		
False Work		
Iron Placement		
Pole Placement	5/2027	6/2027
UTILITIES		
DWP	2/2027	12/2027
SCE	2/2027	12/2027
LADOT	2/2027	12/2027
MATERIALS		
Long-Lead Equipment	2/2027	8/2027
Staging		
Material Lay Down Area		
Signage	10/2027	12/2027
ELECTRICAL		
Power U/G Communication		
A/G Testing/Acceptance		

FTIP #: LA9919305
Subregion ID: Gateway Cities

Project#: MR306.62
FA# 9200000000MR30662

	START DATE	COMPLETION DATE
LANDSCAPE		
Clearing	4/2027	5/2027
Planting	8/2027	10/2027
Plant Establishment	10/2027	12/2027
Irrigation	7/2027	8/2027
Testing		
General Construction/close out project	11/2027	12/2027
CHANGE ORDERS		
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		

ATTACHMENT C – Location Map(s)



VICINITY MAP

Willow Street Corridor From Walnut Avenue to Dawson Avenue

FA ATTACHMENT D PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D-2**) 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 Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

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

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 R ATTACHMENT D-2

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete
Invoice #
Invoice Date
FA#
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

after the close of each quarter, but no later than November 30, February 28,

May 31 and August 31. Please note that letters or other forms

of documentation may **not** be substituted for this form. Refer to the

Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

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

	LACMTA Measure R Grant \$	
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		
% of Project Budget Expended to Date		
Balance Remaining		

SECTION 2: GENERAL INFORMATION

PROJECT TITLE:

FA #:

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

☐ 2020-2021

☐ 2021-2022

☐ 2022-2023

☐ 2023-2024

☐ 2024-2025

☐ 2025-2026

Quarter :

☐ Q1: Jul - Sep

☐ Q2: Oct - Dec

☐ Q3: Jan - Mar

☐ Q4: Apr - Jun

DATE SUBMITTED:

LACMTA MODAL CATEGORY:

☐ RSTI

☐ Pedestrian

☐ Signal Synchronization

☐ TDM

☐ Bicycle

☐ Goods Movement

☐ Transit

☐ Highways

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the 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 Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
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 R 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

Los Angeles Metropolitan Transportation Authority

2025 Federal Transportation Improvement Program (\$000)

TIP ID LA9919305		Implementing Agency Signal Hill, City of																																																																																																																																							
Project Description: Project improvements include: Addition of a 210 ft. right turn lane WB and 234 ft. right turn lane EB on Willow Street. Addition of a dedicated 150 ft. left turn lane NB on Cherry Avenue. A total of 8 signals will be synced, 4 are new.										SCAG RTP Project #: 7120001 Study: N/A Is Model: YES Model #: PM: Thomas Bekele - (562)989-7355 LS: N LS GROUP#: Conformity Category: TCM																																																																																																																															
System :Local Hwy Route : Postmile: Distance: Phase: ROW Acquisition Completion Date 10/31/2033																																																																																																																																									
Lane # Extd: 3 Lane # Prop: 3 Imprv Desc: Pavement rehab, signal synchronization, additional right turn pockets, sidewalk construction,.						Air Basin: SCAB Envir Doc: CATEGORICAL EXEMPTIONS -- CEQA - 10/06/2022																																																																																																																																			
Toll Rate: 0.00 Toll Colc Loc: Toll Method: Hov acs eg loc:						Uza: Los Angeles-Long Beach-Santa Ana			Sub-Area: Sub-Region: Gateway Cities COG																																																																																																																																
Program Code: ITS02 - SIGNAL SYNCHRONIZATION Stop Loc:						CTIPS ID:			EA #:		PPNO:																																																																																																																														
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th></th> <th>PHASE</th> <th>PRIOR</th> <th>24/25</th> <th>25/26</th> <th>26/27</th> <th>27/28</th> <th>28/29</th> <th>29/30</th> <th>BEYOND</th> <th>PROG</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: left;">CITY - City Funds</td> <td>PE</td> <td></td> <td>\$300</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$300</td> </tr> <tr> <td>RW</td> <td></td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0</td> </tr> <tr> <td>CON</td> <td></td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$0</td> </tr> <tr> <td>SUBTOTAL</td> <td></td> <td>\$300</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>\$300</td> </tr> <tr> <td rowspan="4" style="text-align: left;">MR20H - Measure R 20% Highway</td> <td>PE</td> <td></td> <td></td> <td>\$1,312</td> <td>\$0</td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td>\$1,312</td> </tr> <tr> <td>RW</td> <td></td> <td></td> <td>\$250</td> <td>\$1,700</td> <td>\$0</td> <td></td> <td></td> <td></td> <td></td> <td>\$1,950</td> </tr> <tr> <td>CON</td> <td></td> <td></td> <td>\$0</td> <td>\$0</td> <td>\$4,300</td> <td></td> <td></td> <td></td> <td></td> <td>\$4,300</td> </tr> <tr> <td>SUBTOTAL</td> <td></td> <td></td> <td>\$1,562</td> <td>\$1,700</td> <td>\$4,300</td> <td></td> <td></td> <td></td> <td></td> <td>\$7,562</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL</td> <td></td> <td>\$300</td> <td>\$1,562</td> <td>\$1,700</td> <td>\$4,300</td> <td></td> <td></td> <td></td> <td>\$7,862</td> </tr> <tr> <td colspan="3" style="text-align: right;">TOTAL PE: \$1.612</td> <td></td> <td>TOTAL RW: \$1,950</td> <td colspan="2">TOTAL CON: \$4,300</td> <td colspan="5">TOTAL PROGRAMMED: \$7,862</td> </tr> </tbody> </table>													PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG	TOTAL	CITY - City Funds	PE		\$300								\$300	RW		\$0								\$0	CON		\$0								\$0	SUBTOTAL		\$300								\$300	MR20H - Measure R 20% Highway	PE			\$1,312	\$0	\$0					\$1,312	RW			\$250	\$1,700	\$0					\$1,950	CON			\$0	\$0	\$4,300					\$4,300	SUBTOTAL			\$1,562	\$1,700	\$4,300					\$7,562	TOTAL				\$300	\$1,562	\$1,700	\$4,300				\$7,862	TOTAL PE: \$1.612				TOTAL RW: \$1,950	TOTAL CON: \$4,300		TOTAL PROGRAMMED: \$7,862				
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- General Comment: Updated project title to match Metro Board Report naming. Metro Board approved an increase by \$250,000 to the Right Of Way phase. Schedule updated to reflect completion of PS&E phase. - Modeling Comment: Metro Board approved an increase by \$250,000 to the Right Of Way phase - TCM Comment: Metro Board approved an increase by \$250,000 to the Right Of Way phase - Amendment Comment: - CMP Comment: - Narrative:																																																																																																																																									
Last Revised Amendment 25-16 - In Progress						Change reason: COST INCREASE, DESCRIPTION Total Project Cost \$7,862																																																																																																																																			

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 or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. 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 the 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.

ATTACHMENT G
SPECIAL GRANT CONDITIONS
LOS ANGELES COUNTY REGIONAL ITS ARCHITECTURE (CONNECT-IT)
CONSISTENCY SELF-CERTIFICATION POLICY FORM

This Los Angeles County Regional ITS Architecture (CONNECT-IT) consistency self-certification form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Project Title: Willow St Corridor - Walnut Ave to Cherry Ave Congestion Relief Project
2. Name of Sponsoring Agency: City of Signal Hill
3. Contact Name: Jesus Saldaña
4. Contact Phone: 562-989-7352
5. Contact Email: jsaldana@cityofsignalhill.org
6. Project Description:

The Willow Street Congestion Relief Corridor Project is comprised of two primary elements: additional turning lanes and movements at Willow Street and Cherry Avenue, and traffic signal synchronization along Willow Street from Walnut Avenue to Junipero Avenue. Willow Street serves as a parallel corridor of the I-405 connecting I-710 to the I-605 Freeway. Willow Street is designated as a truck route. Cherry Avenue is designated as an emergency corridor connecting downtown Long Beach with the I-405.

The project will install dual northbound left turn lanes on Cherry Avenue and right turn lanes for the east and west-bound directions of Willow Street. These modifications will increase the intersection efficiency and decrease delays for vehicles and buses. Additionally, the enhancement includes countdown pedestrian heads and touchless push buttons to enhance safety.

Willow Corridor Project will also update the signal at Willow Street and Walnut Avenue to allow for protected left turns which will require median realignment and the signal synchronization along the corridor to enhance vehicles movements through the corridor.
7. Identify the ITS elements being implemented and the relevant CONNECT-IT Service Package(s), see Exhibit A.

Upgrade controllers to 2070 ATC, install fiber optic cable with appropriate switches, install EVP, signal synchronization and countdown ped heads.
8. Outline of the concept of operations for the project.

The City is installing under separate contract, a McCain Traffic Management Software program to manage its traffic signal corridors.

9. Identify participating agencies roles and responsibilities.

Signal Hill – Lead Agency

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by Metro and the CONNECT-IT Maintenance Team during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the CONNECT-IT interface standards, if required, and conform to the regional configuration management process.

Signature:


Agency Representative

4/29/28
Date

**ATTACHMENT G-1
SPECIAL GRANT CONDITIONS**

**SIGNAL SYNCHRONIZATION, INTELLIGENT TRANSPORTATION SYSTEMS (ITS),
AND TRANSPORTATION TECHNOLOGY IMPROVEMENTS**

1. Grantee is required to attend the LACMTA Arterial ITS Committee Meetings quarterly. Grantee shall coordinate through the Arterial ITS Committee, the Coalition for Transportation Technology and/or other appropriate and recognized forums to ensure consistency with local, subregional and regional ITS plans. Grantee shall provide the opportunity to LACMTA staff and other affected agencies to review, comment and participate on all aspects of the Project implementation to achieve multi-jurisdictional consensus, including, but not limited to, scope of work, consultant selection, PS&E, system design, bid documents and Project deliverables.
2. Grantee shall coordinate with LA County Public Works when applicable and shall not advertise the Project for bid to begin construction before all affected agencies have fully executed an agreement regarding the maintenance and operation of traffic signal synchronization system(s) along multi-jurisdictional corridor(s). Grantee shall deliver or email a copy of the fully executed agreement to LACMTA within seven (7) days from the date of full execution.
3. Grantee shall commit and/or secure non-LACMTA funds to maintain and operate the Project improvements. Operations and maintenance plans shall be developed for all ITS projects. For multi-jurisdictional projects, multi-agency agreements shall be executed committing to the long-term operations and maintenance of shared project elements.
4. Grantee's Project shall not make major equipment or timing-plan changes on other Metro funded projects, within the first two years of Grantee's Project implementation/system operation without LACMTA or lead agency prior written approval.
5. For all central traffic control system projects, Grantee shall coordinate the system design through LACMTA staff to allow communication with the Regional Integration of ITS (RIITS) to facilitate multi-jurisdictional traffic management and data sharing.
6. Grantee shall ensure Countywide Signal Priority (CSP) capabilities are maintained when Grantee's Project is in an existing and planned CSP corridor.
7. Grantee shall ensure Integrated Corridor Management (ICM) capabilities are maintained when Grantee's Project is in an existing and planned corridor.
8. Grantee shall make available all data from the Project, including, without limitation, improvements and inventory data, to LACMTA upon request.

Grantee shall:

- a. provide real-time traffic data from the Project, if available, to the Regional Integration of ITS (RIITS)
 - b. allow for archiving through the Regional Integration of ITS (RIITS) Network or any regional ITS software to support regional transportation planning and operations
 - c. populate ITS Field Inventory Resource Sharing Tool (ITS FIRST) with data upon completion of project
9. Grantee shall ensure that the project uses a generally accepted system engineering approach to maintain the integrity and quality of completed projects.
10. Grantee's project shall adhere to existing Metro guidelines for specific subprograms as applicable.

The obligations set forth in this section shall survive the expiration or termination of this Agreement.