

**Board Report**

File #: 2024-0176, **File Type:** Policy**Agenda Number:** 17.

**CONSTRUCTION COMMITTEE
APRIL 18, 2024****SUBJECT: BUS STOP LIGHTING****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to negotiate and execute a Memorandum of Understanding (MOU) with the Los Angeles Department of Public Works-Bureau of Street Lighting (BSL) to design and construct bus stop security lighting under the Metro Enhanced Bus Stop Lighting Project (Project) totaling \$1,590,000.

ISSUE

Multiple assessments made since 2016 have shown a need for additional lighting for enhanced safety and security at bus stops throughout Metro's Service Area. Addressing this need is an essential public safety investment to encourage bus ridership and to enhance the customer experience.

Execution of this Project will partially address the need and will be expedited through the City of Los Angeles Bureau of Street Lighting (BSL). Fifty energy-efficient lighting improvements are planned to be installed on City of Los Angeles public rights-of-way at or adjacent to an existing Metro bus stop. BSL will maintain the bus stop lighting and renewable energy sources for these poles and other fixtures, if any.

BACKGROUND

Metro is Los Angeles County's largest transit provider, with over 110 local bus routes that serve customers at more than 12,000 bus stops that are owned by various local jurisdictions. While Metro owns the bus stop signs and signposts at most bus stops, each municipality is responsible for installing and maintaining bus stop infrastructure, including amenities like bus stop lighting.

In 2019, Metro and BSL completed a pilot project consisting of the installation of lighting at 18 bus stop locations within the City of Los Angeles. In the same year, Metro completed the study *Understanding How Women Travel* (August 30, 2019, <https://thesource.metro.net/2019/09/19/metro-releases-understanding-how-women-travel-report/>), which calls for, among other things, for better lighting at transit stops and more frequent service so

riders aren't waiting as long at dark bus stops. Drawing from the outcomes of the pilot project and the needs identified in the study, staff sought additional funding from external sources to execute the next phase of the pilot project.

In 2022, the Federal Transit Administration (FTA) allocated \$1,272,000 of Section 5307 1% Transit Enhancements funds for the procurement and installation of energy efficient lighting at Metro bus stops (Attachment A). Metro and the City of LA also have a long-standing relationship of coordinating together on bus stop lighting improvements. The strategic focus on the City of Los Angeles with this new funding is designed to be a concerted effort to enhance bus stop locations through the City of LA Sidewalk and Transit Amenities Program (STAP).

Lessons learned from this project can be used in the overall execution of future projects involving bus stop lighting throughout the region and with other municipalities. Working together, Metro and local leaders can ensure that customers have access to safe bus stops with better lighting that meet their needs.

DISCUSSION

The Board's authorization of the staff recommendation will allow a 'pass through' to BSL of up to \$1,272,000 of federal funds and up to \$318,000 of Metro matching funds for the design, procurement, and installation of bus stop security lighting. The total cost for the Project is estimated to be \$1,590,000. Prioritization of the bus stop locations will be done through the collaborative efforts of Metro and BSL.

Initially, priority locations were determined during the grant application phase using criteria identified by Metro Service Planning staff. The criteria included public safety statistics and ridership. Input from recent Public Safety Advisory Committee input, Metro Customer Experience surveys, and response to Board Motion 20 (March 16, 2023), will be considered for this project. To optimize STAP and this project's co-benefits, staff will work closely with BSL in identifying the final bus stop priority locations. Additional criteria to be considered could include adjacency to conflicting structures like trees or closeness to curb. Placement at or near STAP-funded amenities such as bus shelters, bus benches, and related bus stop enhancements will also be considered.

BSL staff have also identified innovations that could be included as additional enhancements to the lighting installations, including the use of renewable energy sources and integrated wi-fi gateways.

As the need for bus stop lighting to address safety and security challenges is regional, the lessons learned and innovations from this project would be used to explore strategic bus stop lighting projects with other cities and other jurisdictions in Los Angeles County.

The timeline for the execution of this Project will be as follows:

- Design/Engineering: July 1, 2024

- Construction Complete: April 1, 2026
- LA Board of Public Works Acceptance: September 25, 2026

The City of Los Angeles Board of Public Works Commissioners has already approved the execution of this project, including the commitment to the above timeline, during its February 7, 2024, meeting (Attachment B).

The full set of project milestones, including Metro final acceptance, will be completed by BSL and Metro prior to the signing of the MOU.

DETERMINATION OF SAFETY IMPACT

Approval of this item will result in a positive impact on safety. Bus stop lighting improvements at bus stops will greatly enhance the existing security lighting system's reliability and light output, thereby improving bus riders and pedestrian safety. The project will further provide a comfortable visibility to encourage bus ridership.

FINANCIAL IMPACT

No FY24 funds are required for this action. The FY25 budget proposed for board adoption in May 2024 is included in cost center 2150, Project 450001, Task 60.01, and Account 54001. Since this is a multi-year effort, the Deputy Chief Sustainability Officer and the Chief Program Management Officer will ensure that program funds are budgeted in future fiscal years.

Impact to Budget

Funding of \$1,272,000 for the project will come from Federal Section 5307 TE-1% Funds. The local match of \$318,000 will come from Transportation Development Act Article 4 (TDA4) and/or Prop C 40% Discretionary. The local funds are eligible for bus and rail operating and capital improvement use.

EQUITY PLATFORM

The Project is a partnership between Metro and the City of Los Angeles. Metro Planning and Program Management Staff are coordinating with BSL to identify the initial locations within the City of Los Angeles for installing the 50 bus stop lighting improvements. Metro's 2023 Customer Experience Plan, City of LA's STAP Guidelines, and Metro's Equity Focus Communities (EFCs) were considered in the prioritization effort.

The ensuing programs, outreach, and investments from this Project will result in lighting and safety improvements for Metro customers traveling to, through, and from the City of Los Angeles. Based on feedback from various stakeholders, including Metro's Public Safety Advisory Committee, lighting can support an increased perception of safety and improve the ridership experience. Therefore, those additional benefits are expected to result from this Project.

During the Design/Engineering phase of the Project, staff intends to work with community-based organizations and will seek input to finalize the final installation locations. Groups to be consulted include the Metro Service Council, the Public Safety Advisory Council, Metro Sustainability Council, Aging and Disability Transportation Network, Metro Youth Council, and similar organizations identified by BSL.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This report supports Metro's second and fourth Strategic Plan Goals. Goal 2: Deliver outstanding trip experiences for all users of the transportation system. Goal 4: Transform LA County through regional collaboration and national leadership.

Further, this project is a direct response to the priority needs outlined in Motion 20, and those needs identified in Metro customer experience surveys and in the 2023 Metro Customer Experience Plan to improve bus stops as gateways to the Metro system. Consequently, improvement on Metro's bus stops will also translate to anticipated improvements on bus stops that Metro shares with other transit agencies.

ALTERNATIVES CONSIDERED

The Board could reject the proposed action. This is not recommended as these lights are a much-needed safety enhancement to enhance the existing security lighting system's reliability and light output thereby improving bus riders/pedestrian safety .

NEXT STEPS

Upon approval, staff will negotiate and execute an MOU with the Department of Public Works-Bureau of Street Lighting and implement this project. The Draft Funding Agreement and Scope of Work are included here as Attachments C and D.

ATTACHMENTS

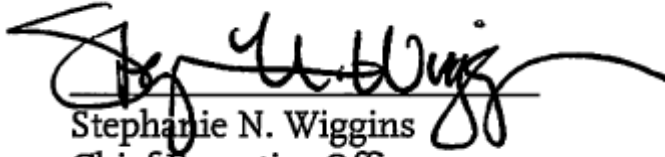
Attachment A - Federal Section 5307 1% Transit Enhancements Funds Allocation
Attachment B - Department of Public Works February 7, 2024, Board Report
Attachment C - Draft Memorandum of Understanding between LACMTA and BSL
Attachment D - Bus Stop Lighting Scope of Work

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Chief Executive Officer

Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022



Bus Transit Subsidies

FEDERAL FORMULA GRANTS

Fiscal Year 2022

ADOPTED

Final Actual Allocations

June 23, 2022

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FY 2022 FEDERAL FORMULA GRANTS ACTUAL REVENUE

Los Angeles County Share of Los Angeles-Long Beach-Anaheim UZA

1	<u>Section 5307 Urbanized Area Formula Grants:</u>		
	Estimated Revenue		\$ 317,929,002
2	Estimated Revenue	\$ 317,929,002	
3	Off the Top:		
	1% Enhancement Allocation	(3,179,290)	
4		<u>\$ 314,749,712</u>	
5	85% Formula Allocation	\$ 267,537,255	
6	15% Discretionary Allocation	47,212,457	
7		<u>\$ 314,749,712</u>	
8	<u>Section 5339 Bus and Bus Facilities Formula Grants:</u>		
	Estimated Revenue		\$ 24,549,578
	<u>Section 5337 State of Good Repair (LA County Share of LA UZA 2):</u>		
	High Intensity Fixed Guideway:		
9	Directional Route Miles (DRM) Generated	\$ 49,388,763	
10	Vehicle Revenue Miles (VRM) Generated	85,584,206	
11		<u>\$ 134,972,969</u>	
	High Intensity Motorbus:		
12	Directional Route Miles (DRM) Generated	\$ 3,604,592	
13	Vehicle Revenue Miles (VRM) Generated	4,682,176	
14		<u>\$ 8,286,768</u>	
15	Section 5337 State of Good Repair Total Estimated Revenue		\$ 143,259,737
16	Total Federal Formula Funds Available		\$ 485,738,317

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FY22 - 5307 Revised Allocation

(\$ Millions)

	Adopted	Actual	Variance	% Delta
1% Off the top (1)	2.483	3.155	0.672	27.0%
15% Discretionary Pool (1)	36.877	47.237	10.360	28.1%
85% Formula Pool	208.971	267.537	58.567	28.0%
Total	248.331	317.929	69.598	28.0%

Recommendation

- (1) - Maintain 1% and 15% pools as allocated including positive variance
- Pro-rated to recipients up to 100% of FY22 Request
 - 1% pool fulfillment of requests leads to a shift of \$24,336 to 15% pool
 - Create a \$10 million carve out for Local Operators (LO) from 85% Formula Pool
 - Assumes funding is for exclusively capital expenditures
 - Assumes available funding subject to an internal Call for Projects among eligible operators
 - Staff would propose an additional even-year allocation of 5307 85% Formula funding of \$5M per (FY's 24/26)

Impacts

	Adopted	Actual	Variance	% Delta
85% Formula Pool	208.971	267.537	58.567	
LO Carve Out		(10.000)	(10.000)	
Balance	208.971	257.537	48.567	23.2%
Metro	141.323	174.168	32.845	
Municipal Operators	67.647	83.369	15.722	
Balance	208.971	257.537	48.567	23.2%

Metro Impact	\$ (6.763)
Municipal Operators Impact	\$ (3.237)
	\$ (10.000)

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022
FISCAL YEAR 2022
FEDERAL SECTION 5307 CAPITAL ALLOCATION**

	OPERATOR	LA UZA 2 NET FORMULA SHARE	85% Formula Allocations PROPOSED	15% DISCRETIONARY ALLOCATION		1% ENHANCEMENT ALLOCATION		TOTAL	TDA Fund Exchange	S5339/S5337 Fund Exchange (1)	Total Funds Available
				Project Title	Amount	Project Title	Amount				
1	Antelope Valley	0.1154%	\$ 297,311	Battery Electric Commuter Coach Replacement	\$ 928,799			\$ 1,226,111		\$ 794,871	\$ 2,020,982
2	Arcadia	0.1653%	425,661					425,661		40,576	466,236
3	Claremont	0.0596%	153,398					153,398		14,623	168,021
4	Commerce	0.3453%	889,354	CNG Replacement Buses	2,360,806	Eastern Avenue Transit Hub	596,800	3,846,960		84,777	3,931,737
5	Culver City	1.4611%	3,762,994	Battery Electric Buses	2,170,990	Design and Build 10 TAILS	180,000	6,113,984		358,705	6,472,689
6	Foothill Transit	8.5786%	22,093,001	Zero-Emission Hydrogen Fuel Cell Buses	3,338,746			25,431,748		6,774,358	32,206,106
7	Gardena	1.2831%	3,304,490	CNG Replacement Buses	3,476,744			6,781,234		314,998	7,096,232
8	LADOT	3.9013%	10,047,267	Propane to Electric Buses	1,756,092			11,803,359		1,955,339	13,758,698
9	La Mirada	0.0668%	172,047					172,047		16,400	188,447
10	Long Beach Transit	6.4505%	16,612,509	Admin., Operating & Maintenance Facility Rehab	2,252,736	Bus Stop Improvements - Phase 2	550,000	19,745,244 (2)	(330,000)	1,817,815	21,233,060
11	Montebello	1.9227%	4,951,787	Regional Training (2)	330,000			4,951,787		472,026	5,423,813
12	Metro Bus Ops.	67.6283%	174,168,130	Bus Midlife Refurbishment - 900 New Flyer Xcelsior	23,634,571	Bus Stop Lighting with Security Enhancements	1,272,000	199,074,701 (2)	330,000	(14,712,743)	184,691,958
13	Norwalk	0.7057%	1,817,361	Five Battery Electric Buses	2,069,081	Phase IV Bus Stop Improvement Program	276,154	4,162,596		173,239	4,335,835
14	Redondo Beach	0.3408%	877,807					877,807		83,676	961,483
15	Santa Clarita	0.7914%	2,038,084	Commuter Bus Replacement	1,363,410			3,401,494		194,279	3,595,773
16	Santa Monica	4.7246%	12,167,548	Bus Replacement	3,554,817	Bus Stop Enhancements	280,000	16,002,365		1,258,783	17,261,148
16	Torrance	1.4594%	3,758,506					3,758,506		358,277	4,116,783
17	TOTAL	100.0000%	\$ 257,537,255		\$ 47,236,792		\$ 3,154,954	\$ 307,929,001	\$ -	\$ -	\$ 307,929,001

Notes: Total may not add due to rounding.

(1) Operators' share of Section 5337 and 5339 will be exchanged with Metro's share of Section 5307 allocation.

(2) Second year of fund allocations to the Southern California Regional Transit Training Consortium (SCR TTC) through Long Beach Transit. Funds to the SCR TTC will be exchanged with Metro's TDA share.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FY22 ACTUAL Federal 5307 Capital Allocation

15% Discretionary Allocation and 1% Enhancement Allocation

OPERATOR	15% DISCRETIONARY ALLOCATION ⁽¹⁾				1% ENHANCEMENT ALLOCATION ⁽²⁾		
	Project Title	Estimated Allocation	Requested amount	FY22 Actual Allocation	Project Title	Estimated Allocation	FY22 Actual Allocation (=Requested amount)
1 Antelope Valley	Battery Electric Commuter Coach Replacement	\$ 717,399	\$ 1,576,701	\$ 928,799			
2 Arcadia							
3 Claremont							
4 Commerce	CNG Replacement Buses	2,121,733	2,360,806	2,360,806	Eastern Avenue Transit Hub	537,120	596,800
5 Culver City	Battery Electric Buses	1,676,860	4,140,394	2,170,990	Design and Build 10 TAILS	162,000	180,000
6 Foothill Transit	Zero-Emission Hydrogen Fuel Cell Buses	2,578,828	5,928,340	3,338,746			
7 Gardena	CNG Replacement Buses	2,685,417	5,902,016	3,476,744			
8 LADOT	Propane to Electric Buses	1,356,395	2,981,088	1,756,092			
9 La Mirada							
10 Long Beach Transit	Admin., Operating & Maintenance Facility Rehab	1,740,000	4,000,000	2,252,736	Bus Stop Improvements - Phase 2	467,500	550,000
	Regional Training	330,000	330,000	330,000			
11 Montebello							
12 Metro Bus Ops.	Bus Midlife Refurbishment - 900 New Flyer Xcelsior	18,273,588	126,510,400	23,634,571	Bus Stop Lighting with Security Enhancements	857,769	1,272,000
13 Norwalk	Five Battery Electric Buses	1,598,146	3,673,899	2,069,081	Phase IV Bus Stop Improvement Program	220,923	276,154
14 Redondo Beach							
15 Santa Clarita	Commuter Bus Replacement	1,053,090	2,632,726	1,363,410			
16 Santa Monica	Bus Replacement	2,745,720	6,312,000	3,554,817	Bus Stop Enhancements	238,000	280,000
17 Torrance							
18 TOTAL		\$ 36,877,176	\$ 166,348,370	\$ 47,236,792		\$ 2,483,312	\$ 3,154,954

Note:

(1) The City of Commerce share of actual allocation of 15% fund was \$360,928 more than their requested amount. This amount was proportionally reallocated to the other operators within 15% pool.

(2) After allocating 100% of requested amount of the 1% pool to the operators, \$24,336 excess amount was added to the 15% pool.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

**Federal Section 5307 Capital Allocations
85% Formula Allocations**

	OPERATOR	LA UZA 2 NET FORMULA SHARE	FY22 Estimate	85% Formula Allocations ACTUAL	\$10M Contribution	85% Formula Allocations PROPOSED
1	Antelope Valley	0.1154%	\$ 241,244	\$ 308,856	\$ (11,544)	\$ 297,311
2	Arcadia	0.1653%	345,389	442,189	(16,528)	425,661
3	Claremont	0.0596%	124,470	159,355	(5,956)	153,398
4	Commerce	0.3453%	721,639	923,887	(34,533)	889,354
5	Culver City	1.4611%	3,053,365	3,909,109	(146,115)	3,762,994
6	Foothill Transit	8.5786%	17,926,685	22,950,858	(857,857)	22,093,001
7	Gardena	1.2831%	2,681,326	3,432,801	(128,311)	3,304,490
8	LADOT	3.9013%	8,152,545	10,437,396	(390,129)	10,047,267
9	La Mirada	0.0668%	139,602	178,727	(6,680)	172,047
10	Long Beach Transit	6.4505%	13,479,708	17,257,561	(645,053)	16,612,509
11	Montebello	1.9227%	4,017,975	5,144,062	(192,275)	4,951,787
12	Metro Bus Ops.	67.6283%	141,323,358	180,930,962	(6,762,832)	174,168,130
13	Norwalk	0.7057%	1,474,642	1,887,928	(70,567)	1,817,361
14	Redondo Beach	0.3408%	712,269	911,892	(34,085)	877,807
15	Santa Clarita	0.7914%	1,653,740	2,117,221	(79,137)	2,038,084
16	Santa Monica	4.7246%	9,872,982	12,640,006	(472,458)	12,167,548
17	Torrance	1.4594%	3,049,724	3,904,446	(145,940)	3,758,506
18	TOTAL	100.0000%	\$ 208,970,663	\$ 267,537,255	\$ (10,000,000)	\$ 257,537,255

Notes: Total may not add due to rounding.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FEDERAL SECTION 5337 - STATE OF GOOD REPAIR

Actual apportionment

LOS ANGELES COUNTY SHARE (UZA 2)	Directional Route Miles (DRM) Allocation			Vehicle Revenue Miles (VRM) Allocation			Total \$ Allocation	Fund Exchange	Net Funds Available ⁽¹⁾
	DRM	DRM%	DRM \$Allocation	VRM	VRM%	VRM \$Allocation			
High Intensity Fixed Guideway:									
1 Metro (Including Metrolink)	485.4	99.774%	\$ 49,277,093	27,684,200	98.806%	\$ 84,562,064	\$ 133,839,157	\$ 1,133,812	\$ 134,972,969
2 Long Beach Transit	0.5	0.103%	50,759	60,068	0.214%	183,479	234,238	(234,238)	-
3 Santa Monica	0.6	0.123%	60,911	12,443	0.044%	38,007	98,919	(98,919)	-
4 Foothill Transit	-	0.000%	-	262,121	0.936%	800,655	800,655	(800,655)	-
5 Sub-total	486.5	100.000%	49,388,763	28,018,832	100.000%	85,584,206	134,972,969	-	134,972,969
High Intensity Motorbus:									
6 Antelope Valley	23.6	15.003%	540,803	116,374	4.821%	225,727	766,530	(766,530)	-
7 Foothill Transit	39.4	25.048%	902,867	1,528,527	63.322%	2,964,835	3,867,701	(3,867,701)	-
8 LADOT	35.1	22.314%	804,330	99,635	4.128%	193,259	997,589	(997,589)	-
9 Metro Bus Ops.	59.2	37.635%	1,356,592	669,370	27.730%	1,298,356	2,654,947	5,631,821	8,286,768
10 Sub-total	157.3	100.00%	3,604,592	2,413,906	100.000%	4,682,176	8,286,768	-	8,286,768
11 Total LA County Share - UZA 2	643.80		\$ 52,993,355	30,432,738	200.000%	\$ 90,266,382	\$ 143,259,737	\$ -	\$ 143,259,737

Note:

(1) Operators' share of Section 5337 will be exchanged with Metro's share of Section 5307 allocation.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FEDERAL SECTION 5339 - BUS AND BUS CAPITAL ALLOCATION

Actual apportionment

	OPERATOR	LA UZA 2 NET FORMULA SHARE	Net Formula Share	Fund Exchange	Net Funds Available ⁽¹⁾
1	Antelope Valley	0.1154%	\$ 28,341	\$ (28,341)	\$ -
2	Arcadia	0.1653%	40,576	(40,576)	-
3	Claremont	0.0596%	14,623	(14,623)	-
4	Commerce	0.3453%	84,777	(84,777)	-
5	Culver City	1.4611%	358,705	(358,705)	-
6	Foothill	8.5786%	2,106,002	(2,106,002)	-
7	Gardena	1.2831%	314,998	(314,998)	-
8	LADOT	3.9013%	957,749	(957,749)	-
9	La Mirada	0.0668%	16,400	(16,400)	-
10	Long Beach	6.4505%	1,583,577	(1,583,577)	-
11	Montebello	1.9227%	472,026	(472,026)	-
12	Metro Bus Ops.	67.6283%	16,602,468	7,947,110	24,549,578
13	Norwalk	0.7057%	173,239	(173,239)	-
14	Redondo Beach	0.3408%	83,676	(83,676)	-
15	Santa Clarita	0.7914%	194,279	(194,279)	-
16	Santa Monica	4.7246%	1,159,864	(1,159,864)	-
17	Torrance	1.4594%	358,277	(358,277)	-
18	TOTAL	100.0000%	\$ 24,549,578	\$ -	\$ 24,549,578

Note:

(1) Operators' share of Section 5339 will be exchanged with Metro's share of Section 5307 allocation.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

**Summary of Bus Transit Subsidies
Fiscal Year 2022**

ACTUAL FEDERAL FORMULA GRANTS

Operators	Urbanized Formula Program (Section 5307)			Bus & Bus Facilities (Section 5339)			State of Good Repair (Section 5337)			Total
	FY22 \$ Allocation	Fund Exchanges	Adjusted \$ Allocation	FY22 \$ Allocation	Fund Exchange	Adjusted \$ Allocation	FY22 \$ Allocation	Fund Exchange	Adjusted \$ Allocation	
	Included Operators:									
1 Metro Bus Ops	\$ 199,074,701	\$ (14,382,743)	\$ 184,691,958	\$ 16,602,468	\$ 7,947,110	\$ 24,549,578	\$ 136,494,104	\$ 6,765,633	\$ 143,259,737	\$ 352,501,273
Municipal Operators:										
2 Arcadia	425,661	40,576	466,236	40,576	(40,576)	-	-	-	-	466,236
3 Claremont	153,398	14,623	168,021	14,623	(14,623)	-	-	-	-	168,021
4 Commerce	3,846,960	84,777	3,931,737	84,777	(84,777)	-	-	-	-	3,931,737
5 Culver City	6,113,984	358,705	6,472,689	358,705	(358,705)	-	-	-	-	6,472,689
6 Foothill Transit	25,431,748	6,774,358	32,206,106	2,106,002	(2,106,002)	-	4,668,356	(4,668,356)	-	32,206,106
7 Gardena	6,781,234	314,998	7,096,232	314,998	(314,998)	-	-	-	-	7,096,232
8 La Mirada	172,047	16,400	188,447	16,400	(16,400)	-	-	-	-	188,447
9 Long Beach	19,745,244	1,487,815	21,233,060	1,583,577	(1,583,577)	-	234,238	(234,238)	-	21,233,060
10 Montebello	4,951,787	472,026	5,423,813	472,026	(472,026)	-	-	-	-	5,423,813
11 Norwalk	4,162,596	173,239	4,335,835	173,239	(173,239)	-	-	-	-	4,335,835
12 Redondo Beach	877,807	83,676	961,483	83,676	(83,676)	-	-	-	-	961,483
13 Santa Monica	16,002,365	1,258,783	17,261,148	1,159,864	(1,159,864)	-	98,919	(98,919)	-	17,261,148
14 Torrance	3,758,506	358,277	4,116,783	358,277	(358,277)	-	-	-	-	4,116,783
15 Sub-Total	92,423,337	11,438,254	103,861,591	6,766,740	(6,766,740)	-	5,001,513	(5,001,513)	-	103,861,591
Eligible Operators:										
16 Antelope Valley	1,226,111	794,871	2,020,982	28,341	(28,341)	-	766,530	(766,530)	-	2,020,982
17 LADOT	11,803,359	1,955,339	13,758,698	957,749	(957,749)	-	997,589	(997,589)	-	13,758,698
18 Santa Clarita	3,401,494	194,279	3,595,773	194,279	(194,279)	-	-	-	-	3,595,773
19 Foothill BSCP	-	-	-	-	-	-	-	-	-	-
20 Sub-Total	16,430,963	2,944,489	19,375,453	1,180,370	(1,180,370)	-	1,764,120	(1,764,120)	-	19,375,453
21 Total Excluding Metro	108,854,301	14,382,743	123,237,043	7,947,110	(7,947,110)	-	6,765,633	(6,765,633)	-	123,237,043
22 Re-Allocated to Local Operators (1)			10,000,000							10,000,000
23 Grand Total	\$ 307,929,001	\$ -	\$ 317,929,001	\$ 24,549,578	\$ -	\$ 24,549,578	\$ 143,259,737	\$ -	\$ 143,259,737	\$ 485,738,316

Note: Totals may not add due to rounding.

(1) The 5307 funds allocated to Local Operators will be exchanged with Metro's local funds.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

CAPITAL ALLOCATION % SHARE CALCULATION

	OPERATOR	MILEAGE CALCULATION				ACTIVE FLEET CALCULATION						
		Local Vehicle Miles [Input]	Express Vehicle Miles [Input]	Total Miles Weighted 60% Local/ 40% Express	1/3 Weight	Active Fleet (1) [Input]	Peak Bus Fixed Route (2) [Input]	Allowable Peak Bus (Peak+20%)	DAR Seats (3) [Input]	Bus Eqvt. (44 Seats per Bus)	Total Active Vehicle	1/3 Weight
1	Antelope Valley	2,446,104	1,358,830	2,011,194	0.8153%	80	71	80.0	0	0.0	80.0	0.6989%
2	Arcadia DR	103,481	-	62,089	0.0252%	0	0	0.0	102	2.3	2.3	0.0203%
3	Arcadia MB	188,621	-	113,173	0.0459%	8	6	7.2	0	0.0	7.2	0.0629%
4	Claremont	48,300	-	28,980	0.0117%	0	0	0.0	218	5.0	5.0	0.0433%
5	Commerce	475,304	-	285,182	0.1156%	19	15	18.0	48	1.1	19.1	0.1668%
6	Culver City	1,832,828	-	1,099,697	0.4458%	54	44	52.8	0	0.0	52.8	0.4613%
7	Foothill Transit	10,319,428	6,972,134	8,980,510	3.6405%	347	303	347.0	0	0.0	347.0	3.0316%
8	Gardena	1,770,445	-	1,062,267	0.4306%	54	43	51.6	0	0.0	51.6	0.4508%
9	LADOT	2,982,484	2,943,835	2,967,024	1.2028%	199	170	199.0	0	0.0	199.0	1.7386%
10	La Mirada	73,476	-	44,086	0.0179%	0	0	0.0	208	4.7	4.7	0.0413%
11	Long Beach	8,195,601	-	4,917,361	1.9934%	234	196	234.0	40	0.9	234.9	2.0523%
12	Montebello	2,466,913	77,933	1,511,321	0.6127%	72	67	72.0	40	0.9	72.9	0.6370%
13	Metro Bus Ops.	82,830,000	5,360,000	51,842,000	21.0156%	2,419	1,963	2,355.6	0	0.0	2,355.6	20.5803%
14	Norwalk	1,089,677	-	653,806	0.2650%	34	24	28.8	0	0.0	28.8	0.2516%
15	Redondo Beach	487,557	-	292,534	0.1186%	20	14	16.8	75	1.7	18.5	0.1617%
16	Santa Clarita	2,249,325	1,086,067	1,784,022	0.7232%	83	69	82.8	0	0.0	82.8	0.7234%
17	Santa Monica	5,417,000	242,000	3,347,000	1.3568%	196	166	196.0	0	0.0	196.0	1.7124%
18	Torrance	1,634,000	613,000	1,225,600	0.4968%	56	48	56.0	48	1.1	57.1	0.4988%
19	TOTAL	124,610,544	18,653,799	82,227,846	33.3333%	3,875	3,199	3,797.6	779	17.7	3,815.3	33.3333%

Notes:

Include only MTA Funded Programs:

- (1) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode MB), Number of Active Vehicles in Fleet". LADOT's total active vehicles is reported separately.
- (2) Source: NTD Report Form S-10 "Service Non-Rail (Mode MB), Vehicles Operated in Annual Maximum Service". LADOT's figure is from TPM excluding Community Dash.
- (3) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode DR), Seating Capacity". Redondo Beach's Seating Capacity is apportioned between FAP and non-FAP vehicles.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

CAPITAL ALLOCATION % SHARE CALCULATION (Continued)

OPERATOR	FARE UNITS				UNLINKED PASSENGERS		Gross Formula Share	Re-Allocate AVTA And Santa Clarita's Non-LA2 UZA Share	LA UZA 2 Net Formula Share
	Passenger Revenue [Input]	Base Fare \$ [Input]	Fare Units	1/2 of 1/3 Weight	Unlinked Passengers [Input]	1/2 of 1/3 Weight			
1 Antelope Valley	\$4,706,264	\$ 1.50	3,137,509	0.3188%	2,301,868	0.1078%	1.9408%	-1.8253%	0.1154%
2 Arcadia DR	5,087	0.50	10,174	0.0010%	22,841	0.0011%	0.0475%	0.0014%	0.0490%
3 Arcadia MB	7,526	0.50	15,052	0.0015%	54,902	0.0026%	0.1129%	0.0034%	0.1163%
4 Claremont	37,700	2.50	15,080	0.0015%	26,500	0.0012%	0.0578%	0.0018%	0.0596%
5 Commerce (1)	-	-	309,059	0.0314%	455,961	0.0213%	0.3351%	0.0102%	0.3453%
6 Culver City	2,908,933	1.00	2,908,933	0.2955%	4,600,876	0.2154%	1.4181%	0.0431%	1.4611%
7 Foothill	16,079,595	1.50	10,719,730	1.0891%	12,053,307	0.5644%	8.3256%	0.2529%	8.5786%
8 Gardena	2,235,072	1.00	2,235,072	0.2271%	2,920,856	0.1368%	1.2453%	0.0378%	1.2831%
9 LADOT	6,411,286	1.50	4,274,191	0.4343%	8,769,797	0.4106%	3.7863%	0.1150%	3.9013%
10 La Mirada	35,602	1.00	35,602	0.0036%	43,686	0.0020%	0.0648%	0.0020%	0.0668%
11 Long Beach	13,854,161	1.25	11,083,329	1.1260%	23,248,158	1.0886%	6.2603%	0.1902%	6.4505%
12 Montebello	3,972,587	1.10	3,611,443	0.3669%	5,328,407	0.2495%	1.8661%	0.0567%	1.9227%
13 Metro Bus Ops.	191,776,000	1.75	109,586,286	11.1338%	275,603,000	12.9047%	65.6344%	1.9939%	67.6283%
14 Norwalk	1,246,966	1.25	997,573	0.1014%	1,427,804	0.0669%	0.6849%	0.0208%	0.7057%
15 Redondo Beach	328,405	1.00	328,405	0.0334%	366,810	0.0172%	0.3308%	0.0100%	0.3408%
16 Santa Clarita	3,159,143	1.00	3,159,143	0.3210%	2,565,484	0.1201%	1.8877%	-1.0963%	0.7914%
17 Santa Monica	11,431,000	1.25	9,144,800	0.9291%	12,536,000	0.5870%	4.5853%	0.1393%	4.7246%
18 Torrance	2,473,000	1.00	2,473,000	0.2513%	3,620,000	0.1695%	1.4164%	0.0430%	1.4594%
19 TOTAL	\$260,668,327		164,044,380	16.6667%	355,946,257	16.6667%	100.0000%	0.0000%	100.0000%

Note:

(1) Commerce Fare Units are calculated as follows: ((Total Fare Units w/out MTA and Commerce) / (Total Unlinked Passengers w/out MTA and Commerce)) * Commerce Unlinked Passengers.

FORM FFA10, SECTION 9 STATISTICS PASSENGER MILES IS USED TO CALCULATE AVTA AND SANTA CLARITA'S RE-ALLOCATION OF CAPITAL MONIES.

	ANTELOPE VALLEY			SANTA CLARITA		
	Passenger Miles	%	Re-Allocated Share	Passenger Miles	%	Re-Allocated Share
20 Non-LA 2 UZA (AV 123 for AVTA, AV 176 for Santa Clarita)	28,383,366	94.0517%	1.8253%	11,404,989	58.0772%	1.0963%
21 UZA number LA 2	1,795,116	5.9483%	0.1154%	8,232,648	41.9228%	0.7914%
22 Total	30,178,482	100.0000%	1.9408%	19,637,637	100.0000%	1.8877%

**DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET LIGHTING**

REPORT NO. 1

FEBRUARY 7, 2024

C.D. ALL

Honorable Board of Public Works
of the City of Los Angeles

AUTHORIZE SIGNATURE OF MEMORANDUM OF UNDERSTANDING BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSIT AUTHORITY (LACMTA) AND BUREAU OF STREET LIGHTING (BSL) FOR ENHANCED MTA BUS STOPS SECURITY LIGHTING (various locations)

RECOMMENDATIONS:

1. AUTHORIZE the Director of the Bureau of Street Lighting (BSL) to negotiate and execute a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transit Authority (LACMTA) to design, specify equipment and contract out the construction of at least (50) fifty energy efficient lighting at/or adjacent to LACMTA bus stops. Energy efficient lighting standard can be powered, as feasible, by renewable energy resources. Special emphasis will be given where lighting fixture will add additional safety features for LACMTA patrons/riders.
2. Authorize that \$1,590,000 grant reimbursements from the State and LACMTA can be received and deposited into the Street Lighting Maintenance Assessment Fund and subsequently if front funded then transferred back to the Public Works Trust Fund PWTF no later than one week after the deposit has been made.

DISCUSSION

The City of Los Angeles Bureau of Street Lighting will design, specify equipment, and contract out the construction of at least (50) fifty energy efficient bus stop lighting at/or adjacent to LACMTA bus stops. Energy efficient lighting standard can be powered, as feasible, by renewable energy resources. Special emphasis will be given where lighting fixture will add additional safety features for LACMTA patrons/riders. Locations will be selected from a list to be provided by LACMTA that qualify for federal reimbursement of design and construction costs under the program. The improvements at these bus stops will greatly enhance the existing security lighting system's reliability and light output thereby improving bus riders/pedestrian safety sensibility.

The timeline is estimated to be:

Design/Engineering Start:	July 1, 2024
Advertise:	February 14, 2025
Contract Award:	August 2, 2025
Construction Complete:	April 1, 2026
Board Acceptance:	September 25, 2026

FISCAL IMPACT STATEMENT

There is no impact to the City's General Fund. The PWTF will front fund the projects for a total of \$1,590,000 , and the PWTF will be reimbursed by the Street Lighting Maintenance Assessment Fund as soon as grant proceeds are received from LACMTA-FTA.

**DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET LIGHTING**

REPORT NO. 1

FEBRUARY 7, 2024

Page 2

STATUS OF FINANCING

If awarded, funding will be available at the PWTF, Fund 834 to transfer to Street Lighting Maintenance Assessment (SLMAF) Fund, 347, New Account (Project Name) to front fund the construction and design of the projects. Funds will be transferred from the PWTF to SLMAF upon awarding of contract and showing proof of grant award.

Federal billings will be submitted progressively and PWTF will be reimbursed as grant proceeds are received from LACMTA-FTA as per Recommendation 2.

Report prepared by:

Asaad Y. Alnajjar, P.E.,
Program Manager
TRANSIT LIGHTING DIVISION
213-847-1524

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Miguel Sangalang" with a stylized flourish at the end.

Miguel Sangalang, Executive Director
Bureau of Street Lighting

ATTACHMENT A**SCOPE OF WORK****Project Description**

The City of Los Angeles Bureau of Street Lighting will design, specify equipment and contract out the construction of at least (50) fifty energy efficient lighting at/or adjacent to LACMTA bus stops. Energy efficient lighting standard can be powered, as feasible, by renewable energy resources. Special emphasis will be given where lighting fixture will add additional safety features for LACMTA patrons/riders.

Project Budget

Preliminary Engineering	\$ 250,000
Contract Items	\$1,100,000
Construction Engineering	\$ 100,000
Contingency (12.7%)	<u>\$ 140,000</u>
Total Project Budget	\$1,590,000

Funding Sources

Federal Section 5307 TE-1% Funds	\$ 1,272,000
LACMTA Local Funds	<u>\$ 318,000</u>
Total Project Budget	\$ 1,590,000

Project Milestones

Effective Date of Funding Agreement with LACMTA*

Design/Engineering: July 1, 2024

Advertise: February 14, 2025

Contract Award: August 2, 2025

Construction Complete: April 1, 2026

Board Acceptance: September 25, 2026

* All costs incurred by City of Los Angeles prior to the Effective Date of this funding agreement are ineligible for reimbursement.

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

Agmt: xxxxxxxxxxxxxxxxxxxx
 CFDA: 20507
 DUNS: 112259267

AGREEMENT

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

RECITALS:

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

1. PAYMENT OF FUNDS

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

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

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

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

2. LACMTA COSTS

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

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to BSL.

4. REQUEST FOR REIMBURSEMENT

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

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

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

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

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

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

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

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

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

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

1) E-mail:

AccountsPayable@Metro.net

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

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority

P.O. Box 512296

Attention: Metro Accounts Payable

Los Angeles, CA 90051-0296

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

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

address:

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

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

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

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

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

6. FEDERAL REQUIREMENTS

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

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

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

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

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

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

7. REPORTING AND AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

8. FUNDS AVAILABILITY

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

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

9. EXPENDITURE AND DISPOSITION OF FUNDS

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

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

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

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

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

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

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

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

10. TIMELY USE OF FUNDS

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

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

11. DEFAULT

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

12. REMEDIES

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

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

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

13. SECTION 5333(b) REQUIREMENTS

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

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

14. OTHER TERMS AND CONDITIONS

14.1 This Agreement, along with the applicable requirements of the FTA, DOL, LACMTA and the Federal Grant, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

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

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

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

14.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

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

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

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

14.8 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full

force without being impaired or invalidated in any way.

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

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

14.11 BSL, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. BSL shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

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

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

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

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

15. COMMUNICATIONS

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

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

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

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

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

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

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

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

CITY OF LOS ANGELES

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

Date: _____

APPROVED AS TO FORM:

By: _____
Tanea Ysaguirre
Deputy City Attorney

Date: _____

Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022



Bus Transit Subsidies

FEDERAL FORMULA GRANTS

Fiscal Year 2022

ADOPTED

Final Actual Allocations

June 23, 2022

Los Angeles County Metropolitan Transportation Authority
 Federal Formula Grants Final Allocations
 Fiscal Year 2022

FY 2022 FEDERAL FORMULA GRANTS ACTUAL REVENUE

Los Angeles County Share of Los Angeles-Long Beach-Anaheim UZA

1	<u>Section 5307 Urbanized Area Formula Grants:</u> Estimated Revenue			\$	317,929,002
2		Estimated Revenue Off the Top:		\$	317,929,002
3		1% Enhancement Allocation			(3,179,290)
4				\$	<u>314,749,712</u>
5		85% Formula Allocation		\$	267,537,255
6		15% Discretionary Allocation			47,212,457
7				\$	<u>314,749,712</u>
8	<u>Section 5339 Bus and Bus Facilities Formula Grants:</u> Estimated Revenue			\$	24,549,578
	<u>Section 5337 State of Good Repair (LA County Share of LA UZA 2):</u>				
	High Intensity Fixed Guideway:				
9	Directional Route Miles (DRM) Generated			\$	49,388,763
10	Vehicle Revenue Miles (VRM) Generated				85,584,206
11				\$	<u>134,972,969</u>
	High Intensity Motorbus:				
12	Directional Route Miles (DRM) Generated			\$	3,604,592
13	Vehicle Revenue Miles (VRM) Generated				4,682,176
14				\$	<u>8,286,768</u>
15	Section 5337 State of Good Repair Total Estimated Revenue			\$	<u>143,259,737</u>
16	Total Federal Formula Funds Available			\$	<u>485,738,317</u>

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FY22 - 5307 Revised Allocation

(\$ Millions)

	Adopted	Actual	Variance	% Delta
1% Off the top (1)	2.483	3.155	0.672	27.0%
15% Discretionary Pool (1)	36.877	47.237	10.360	28.1%
85% Formula Pool	208.971	267.537	58.567	28.0%
Total	248.331	317.929	69.598	28.0%

Recommendation

- (1) - Maintain 1% and 15% pools as allocated including positive variance
 - Pro-rated to recipients up to 100% of FY22 Request
 - 1% pool fulfillment of requests leads to a shift of \$24,336 to 15% pool
 - Create a \$10 million carve out for Local Operators (LO) from 85% Formula Pool
 - Assumes funding is for exclusively capital expenditures
 - Assumes available funding subject to an internal Call for Projects among eligible operators
 - Staff would propose an additional even-year allocation of 5307 85% Formula funding of \$5M per (FY's 24/26)

Impacts

	Adopted	Actual	Variance	% Delta
85% Formula Pool	208.971	267.537	58.567	
LO Carve Out		(10.000)	(10.000)	
Balance	208.971	257.537	48.567	23.2%
Metro	141.323	174.168	32.845	
Municipal Operators	67.647	83.369	15.722	
Balance	208.971	257.537	48.567	23.2%

Metro Impact	\$	(6.763)
Municipal Operators Impact	\$	(3.237)
	\$	(10.000)

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022
FISCAL YEAR 2022**

FEDERAL SECTION 5307 CAPITAL ALLOCATION

OPERATOR	LA UZA 2 NET FORMULA SHARE	85% Formula Allocations PROPOSED	15% DISCRETIONARY ALLOCATION		1% ENHANCEMENT ALLOCATION		TOTAL	TDA Fund Exchange	S5339/S5337 Fund Exchange (1)	Total Funds Available
			Project Title	Amount	Project Title	Amount				
1 Antelope Valley	0.1154%	\$ 297,311	Battery Electric Commuter Coach Replacement	\$ 928,799			\$ 1,226,111		\$ 794,871	\$ 2,020,982
2 Arcadia	0.1653%	425,661					425,661		40,576	466,236
3 Claremont	0.0596%	153,398					153,398		14,623	168,021
4 Commerce	0.3453%	889,354	CNG Replacement Buses	2,360,806	Eastern Avenue Transit Hub	596,800	3,846,960		84,777	3,931,737
5 Culver City	1.4611%	3,762,994	Battery Electric Buses	2,170,990	Design and Build 10 TAILS	180,000	6,113,984		358,705	6,472,689
6 Foothill Transit	8.5786%	22,093,001	Zero-Emission Hydrogen Fuel Cell Buses	3,338,746			25,431,748		6,774,368	32,206,106
7 Gardena	1.2831%	3,304,490	CNG Replacement Buses	3,476,744			6,781,234		314,998	7,096,232
8 LADOT	3.9013%	10,047,267	Propane to Electric Buses	1,756,092			11,803,359		1,955,339	13,758,698
9 La Mirada	0.0668%	172,047					172,047		16,400	188,447
10 Long Beach Transit	6.4505%	16,612,509	Admin., Operating & Maintenance Facility Rehab	2,252,736	Bus Stop Improvements - Phase 2	550,000	19,745,244 (2)	(330,000)	1,817,815	21,233,060
11 Montebello	1.9227%	4,951,787	Regional Training (2)	330,000			4,951,787		472,026	5,423,813
12 Metro Bus Ops.	67.6283%	174,168,130	Bus Midlife Refurbishment - 900 New Flyer Xcelisior	23,634,571	Bus Stop Lighting with Security Enhancements	1,272,000	199,074,701 (2)	330,000	(14,712,743)	184,691,958
13 Norwalk	0.7057%	1,817,361	Five Battery Electric Buses	2,069,081	Phase IV Bus Stop Improvement Program	276,154	4,162,596		173,239	4,335,835
14 Redondo Beach	0.3408%	877,807	Commuter Bus Replacement	1,363,410			877,807		83,676	961,483
15 Santa Clarita	0.7914%	2,038,084	Bus Replacement	3,554,817			3,401,494		194,279	3,595,773
16 Santa Monica	4.7246%	12,167,548					16,002,365		1,258,783	17,261,148
17 Torrance	1.4594%	3,758,506					3,758,506		358,277	4,116,783
TOTAL	100.0000%	\$ 257,537,255		\$ 47,236,792		\$ 3,154,954	\$ 307,929,001	\$ -	\$ -	\$ 307,929,001

Notes: Total may not add due to rounding.

(1) Operators' share of Section 5337 and 5339 will be exchanged with Metro's share of Section 5307 allocation.

(2) Second year of fund allocations to the Southern California Regional Transit Training Consortium (SCRITC) through Long Beach Transit. Funds to the SCRITC will be exchanged with Metro's TDA share.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FY22 ACTUAL Federal 5307 Capital Allocation

15% Discretionary Allocation and 1% Enhancement Allocation

OPERATOR	15% DISCRETIONARY ALLOCATION ⁽¹⁾					1% ENHANCEMENT ALLOCATION ⁽²⁾		
	Project Title	Estimated Allocation	Requested amount	FY22 Actual Allocation	Project Title	Estimated Allocation	FY22 Actual Allocation (=Requested amount)	
1 Antelope Valley	Battery Electric Commuter Coach Replacement	\$ 717,399	\$ 1,576,701	\$ 928,799				
2 Arcadia								
3 Claremont								
4 Commerce	CNG Replacement Buses	2,121,733	2,360,806	2,360,806	Eastern Avenue Transit Hub	537,120	596,800	
5 Culver City	Battery Electric Buses	1,676,860	4,140,394	2,170,990	Design and Build 10 TAILS	162,000	180,000	
6 Foothill Transit	Zero-Emission Hydrogen Fuel Cell Buses	2,578,828	5,928,340	3,338,746				
7 Gardena	CNG Replacement Buses	2,685,417	5,902,016	3,476,744				
8 LADOT	Propane to Electric Buses	1,356,395	2,981,088	1,756,092				
9 La Mirada								
10 Long Beach Transit	Admin., Operating & Maintenance Facility Rehab	1,740,000	4,000,000	2,252,736	Bus Stop Improvements - Phase 2	467,500	550,000	
11 Montebello	Regional Training	330,000	330,000	330,000				
12 Metro Bus Ops.	Bus Midlife Refurbishment - 900 New Flyer Xcelisior	18,273,588	126,510,400	23,634,571	Bus Stop Lighting with Security Enhancements	857,769	1,272,000	
13 Norwalk	Five Battery Electric Buses	1,598,146	3,673,899	2,069,081	Phase IV Bus Stop Improvement Program	220,923	276,154	
14 Redondo Beach								
15 Santa Clarita	Commuter Bus Replacement	1,053,090	2,632,726	1,363,410				
16 Santa Monica	Bus Replacement	2,745,720	6,312,000	3,554,817	Bus Stop Enhancements	238,000	280,000	
17 Torrance								
18 TOTAL		\$ 36,877,176	\$ 166,348,370	\$ 47,236,792		\$ 2,483,312	\$ 3,154,954	

Note:

(1) The City of Commerce share of actual allocation of 15% fund was \$360,928 more than their requested amount. This amount was proportionally reallocated to the other operators within 15% pool.

(2) After allocating 100% of requested amount of the 1% pool to the operators, \$24,336 excess amount was added to the 15% pool.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

**Federal Section 5307 Capital Allocations
85% Formula Allocations**

OPERATOR	LA UZA 2 NET FORMULA SHARE	FY22 Estimate	85% Formula Allocations ACTUAL	\$10M Contribution	85% Formula Allocations PROPOSED
1 Antelope Valley	0.1154%	\$ 241,244	\$ 308,856	\$ (11,544)	\$ 297,311
2 Arcadia	0.1653%	345,389	442,189	(16,528)	425,661
3 Claremont	0.0596%	124,470	159,355	(5,956)	153,398
4 Commerce	0.3453%	721,639	923,887	(34,533)	889,354
5 Culver City	1.4611%	3,053,365	3,909,109	(146,115)	3,762,994
6 Foothill Transit	8.5786%	17,926,685	22,950,858	(857,857)	22,093,001
7 Gardena	1.2831%	2,681,326	3,432,801	(128,311)	3,304,490
8 LADOT	3.9013%	8,152,545	10,437,396	(390,129)	10,047,267
9 La Mirada	0.0668%	139,602	178,727	(6,680)	172,047
10 Long Beach Transit	6.4505%	13,479,708	17,257,561	(645,053)	16,612,509
11 Montebello	1.9227%	4,017,975	5,144,062	(192,275)	4,951,787
12 Metro Bus Ops.	67.6283%	141,323,358	180,930,962	(6,762,832)	174,168,130
13 Norwalk	0.7057%	1,474,642	1,887,928	(70,567)	1,817,361
14 Redondo Beach	0.3408%	712,269	911,892	(34,085)	877,807
15 Santa Clarita	0.7914%	1,653,740	2,117,221	(79,137)	2,038,084
16 Santa Monica	4.7246%	9,872,982	12,640,006	(472,458)	12,167,548
17 Torrance	1.4594%	3,049,724	3,904,446	(145,940)	3,758,506
18 TOTAL	100.0000%	\$ 208,970,663	\$ 267,537,255	\$ (10,000,000)	\$ 257,537,255

Notes: Total may not add due to rounding.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FEDERAL SECTION 5337 - STATE OF GOOD REPAIR

Actual apportionment

LOS ANGELES COUNTY SHARE (UZA 2)	Directional Route Miles (DRM) Allocation			Vehicle Revenue Miles (VRM) Allocation			Total \$ Allocation	Fund Exchange	Net Funds Available ⁽¹⁾
	DRM	DRM %		VRM	VRM %				
		DRM %	DRM \$Allocation		VRM %	VRM \$Allocation			
High Intensity Fixed Guideway:									
1 Metro (Including Metrolink)	485.4	99.774%	\$ 49,277,093	27,684,200	98.806%	\$ 84,562,064	\$ 133,839,157	\$ 1,133,812	\$ 134,972,969
2 Long Beach Transit	0.5	0.103%	50,759	60,068	0.214%	183,479	234,238	(234,238)	-
3 Santa Monica	0.6	0.123%	60,911	12,443	0.044%	38,007	98,919	(98,919)	-
4 Foothill Transit	-	0.000%	-	262,121	0.936%	800,655	800,655	(800,655)	-
5 Sub-total	486.5	100.000%	49,388,763	28,018,832	100.000%	85,584,206	134,972,969	-	134,972,969
High Intensity Motorbus:									
6 Antelope Valley	23.6	15.003%	540,803	116,374	4.821%	225,727	766,530	(766,530)	-
7 Foothill Transit	39.4	25.048%	902,867	1,528,527	63.322%	2,964,835	3,867,701	(3,867,701)	-
8 LADOT	35.1	22.314%	804,330	99,635	4.128%	193,259	997,589	(997,589)	-
9 Metro Bus Ops.	59.2	37.635%	1,356,592	669,370	27.730%	1,298,356	2,654,947	5,631,821	8,286,768
10 Sub-total	157.3	100.00%	3,604,592	2,413,906	100.000%	4,682,176	8,286,768	-	8,286,768
Total LA County Share - UZA 2	643.80		\$ 52,993,355	30,432,738	200.000%	\$ 90,266,382	\$ 143,259,737	\$ -	\$ 143,259,737

Note:

(1) Operators' share of Section 5337 will be exchanged with Metro's share of Section 5307 allocation.

Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022

FEDERAL SECTION 5339 - BUS AND BUS CAPITAL ALLOCATION

Actual apportionment

OPERATOR	LA UZA 2 NET FORMULA SHARE	Net Formula Share	Fund Exchange	Net Funds Available ⁽¹⁾
1 Antelope Valley	0.1154%	\$ 28,341	\$ (28,341)	\$ -
2 Arcadia	0.1653%	40,576	(40,576)	-
3 Claremont	0.0596%	14,623	(14,623)	-
4 Commerce	0.3453%	84,777	(84,777)	-
5 Culver City	1.4611%	358,705	(358,705)	-
6 Foothill	8.5786%	2,106,002	(2,106,002)	-
7 Gardena	1.2831%	314,998	(314,998)	-
8 LADOT	3.9013%	957,749	(957,749)	-
9 La Mirada	0.0668%	16,400	(16,400)	-
10 Long Beach	6.4505%	1,583,577	(1,583,577)	-
11 Montebello	1.9227%	472,026	(472,026)	-
12 Metro Bus Ops.	67.6283%	16,602,468	7,947,110	24,549,578
13 Norwalk	0.7057%	173,239	(173,239)	-
14 Redondo Beach	0.3408%	83,676	(83,676)	-
15 Santa Clarita	0.7914%	194,279	(194,279)	-
16 Santa Monica	4.7246%	1,159,864	(1,159,864)	-
17 Torrance	1.4594%	358,277	(358,277)	-
18 TOTAL	100.0000%	\$ 24,549,578	\$ -	\$ 24,549,578

Note:

(1) Operators' share of Section 5339 will be exchanged with Metro's share of Section 5307 allocation.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

**Summary of Bus Transit Subsidies
Fiscal Year 2022**

ACTUAL FEDERAL FORMULA GRANTS

Operators	Urbanized Formula Program (Section 5307)			Bus & Bus Facilities (Section 5339)			State of Good Repair (Section 5337)			Total
	FY22\$ Allocation	Fund Exchanges	Adjusted \$ Allocation	FY22 \$ Allocation	Fund Exchange	Adjusted \$ Allocation	FY22 \$ Allocation	Fund Exchange	Adjusted \$ Allocation	
Included Operators:										
1 Metro Bus Ops	\$ 199,074,701	\$ (14,382,743)	\$ 184,691,958	\$ 16,602,468	\$ 7,947,110	\$ 24,549,578	\$ 136,494,104	\$ 6,765,633	\$ 143,259,737	\$ 352,501,273
Municipal Operators:										
2 Arcadia	425,661	40,576	466,236	40,576	(40,576)	-	-	-	-	466,236
3 Claremont	153,398	14,623	168,021	14,623	(14,623)	-	-	-	-	168,021
4 Commerce	3,846,960	84,777	3,931,737	84,777	(84,777)	-	-	-	-	3,931,737
5 Culver City	6,113,984	358,705	6,472,689	358,705	(358,705)	-	-	-	-	6,472,689
6 Foothill Transit	25,431,748	6,774,358	32,206,106	2,106,002	(2,106,002)	-	4,668,356	(4,668,356)	-	32,206,106
7 Gardena	6,781,234	314,998	7,096,232	314,998	(314,998)	-	-	-	-	7,096,232
8 La Mirada	172,047	16,400	188,447	16,400	(16,400)	-	-	-	-	188,447
9 Long Beach	19,745,244	1,487,815	21,233,060	1,583,577	(1,583,577)	-	234,238	(234,238)	-	21,233,060
10 Montebello	4,951,787	472,026	5,423,813	472,026	(472,026)	-	-	-	-	5,423,813
11 Norwalk	4,162,596	173,239	4,335,835	173,239	(173,239)	-	-	-	-	4,335,835
12 Redondo Beach	877,807	83,676	961,483	83,676	(83,676)	-	-	-	-	961,483
13 Santa Monica	16,002,365	1,258,783	17,261,148	1,159,864	(1,159,864)	-	98,919	(98,919)	-	17,261,148
14 Torrance	3,758,506	358,277	4,116,783	358,277	(358,277)	-	-	-	-	4,116,783
15 Sub-Total	92,423,337	11,438,254	103,861,591	6,766,740	(6,766,740)	-	5,001,513	(5,001,513)	-	103,861,591
Eligible Operators:										
16 Antelope Valley	1,226,111	794,871	2,020,982	28,341	(28,341)	-	766,530	(766,530)	-	2,020,982
17 LADOT	11,803,359	1,955,339	13,758,698	957,749	(957,749)	-	997,589	(997,589)	-	13,758,698
18 Santa Clarita	3,401,494	194,279	3,595,773	194,279	(194,279)	-	-	-	-	3,595,773
19 Foothill BSCP	-	-	-	-	-	-	-	-	-	-
20 Sub-Total	16,430,963	2,944,489	19,375,453	1,180,370	(1,180,370)	-	1,764,120	(1,764,120)	-	19,375,453
21 Total Excluding Metro	108,854,301	14,382,743	123,237,043	7,947,110	(7,947,110)	-	6,765,633	(6,765,633)	-	123,237,043
22 Re-Allocated to Local Operators (1)			10,000,000							10,000,000
23 Grand Total	\$ 307,929,001	\$ -	\$ 317,929,001	\$ 24,549,578	\$ -	\$ 24,549,578	\$ 143,259,737	\$ -	\$ 143,259,737	\$ 485,738,316

Note: Totals may not add due to rounding.

(1) The 5307 funds allocated to Local Operators will be exchanged with Metro's local funds.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

CAPITAL ALLOCATION % SHARE CALCULATION

OPERATOR	MILEAGE CALCULATION			ACTIVE FLEET CALCULATION						1/3 Weight
	Local Vehicle Miles [Input]	Express Vehicle Miles [Input]	Total Miles Weighted 60% Local / 40% Express	Active Fleet (1) [Input]	Peak Bus Fixed Route (2) [Input]	Allowable Peak Bus (Peak+20%)	DAR Seats (3) [Input]	Bus Eqvt. (44 Seats per Bus)	Total Active Vehicle	
1 Antelope Valley	2,446,104	1,358,830	2,011,194	80	71	80.0	0	0.0	80.0	0.6989%
2 Arcadia DR	103,481	-	62,089	0	0	0.0	102	2.3	2.3	0.0203%
3 Arcadia MB	188,621	-	113,173	8	6	7.2	0	0.0	7.2	0.0629%
4 Claremont	48,300	-	28,980	0	0	0.0	218	5.0	5.0	0.0433%
5 Commerce	475,304	-	285,182	19	15	18.0	48	1.1	19.1	0.1668%
6 Culver City	1,832,828	-	1,099,697	54	44	52.8	0	0.0	52.8	0.4613%
7 Foothill Transit	10,319,428	6,972,134	8,980,510	347	303	347.0	0	0.0	347.0	3.0316%
8 Gardena	1,770,445	-	1,062,267	54	43	51.6	0	0.0	51.6	0.4508%
9 LADOT	2,982,484	2,943,835	2,967,024	199	170	199.0	0	0.0	199.0	1.7386%
10 La Mirada	73,476	-	44,086	0	0	0.0	208	4.7	4.7	0.0413%
11 Long Beach	8,195,601	-	4,917,361	234	196	234.0	40	0.9	234.9	2.0623%
12 Montebello	2,466,913	77,933	1,511,321	72	67	72.0	40	0.9	72.9	0.6370%
13 Metro Bus Ops.	82,830,000	5,360,000	51,842,000	2,419	1,963	2,355.6	0	0.0	2,355.6	20.5803%
14 Nonwalk	1,089,677	-	653,806	34	24	28.8	0	0.0	28.8	0.2516%
15 Redondo Beach	487,557	-	292,534	20	14	16.8	75	1.7	18.5	0.1617%
16 Santa Clarita	2,249,325	1,086,067	1,784,022	83	69	82.8	0	0.0	82.8	0.7234%
17 Santa Monica	5,417,000	242,000	3,347,000	196	166	196.0	0	0.0	196.0	1.7124%
18 Torrance	1,634,000	613,000	1,225,600	56	48	56.0	48	1.1	57.1	0.4988%
19 TOTAL	124,610,544	18,653,799	82,227,846	3,875	3,199	3,797.6	779	17.7	3,815.3	33.3333%

Notes:

Include only MTA Funded Programs:

(1) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode MB), Number of Active Vehicles in Fleet". LADOT's total active vehicles is reported separately.

(2) Source: NTD Report Form S-10 "Service Non-Rail (Mode MB), Vehicles Operated in Annual Maximum Service". LADOT's figure is from TPM excluding Community Dash.

(3) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode DR), Seating Capacity". Redondo Beach's Seating Capacity is apportioned between FAP and non-FAP vehicles.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

CAPITAL ALLOCATION % SHARE CALCULATION (Continued)

OPERATOR	FARE UNITS			UNLINKED PASSENGERS			Gross Formula Share	Re-Allocate AVTA And Santa Clarita's Non-LA2 UZA Share	LA UZA 2 Net Formula Share
	Passenger Revenue [Input]	Base Fare \$ [Input]	Fare Units	1/2 of 1/3 Weight	Unlinked Passengers [Input]	1/2 of 1/3 Weight			
1 Antelope Valley	\$4,706,264	\$ 1.50	3,137,509	0.3188%	2,301,868	0.1078%	1.9408%	-1.8253%	0.1154%
2 Arcadia DR	5,087	0.50	10,174	0.0010%	22,841	0.0011%	0.0475%	0.0014%	0.0490%
3 Arcadia MB	7,526	0.50	15,052	0.0015%	54,902	0.0026%	0.1129%	0.0034%	0.1163%
4 Claremont	37,700	2.50	15,080	0.0015%	26,500	0.0012%	0.0578%	0.0018%	0.0596%
5 Commerce (1)	-	-	309,059	0.0314%	455,961	0.0213%	0.3351%	0.0102%	0.3453%
6 Culver City	2,908,933	1.00	2,908,933	0.2955%	4,600,876	0.2154%	1.4181%	0.0431%	1.4611%
7 Foothill	16,079,595	1.50	10,719,730	1.0891%	12,053,307	0.5644%	8.3256%	0.2529%	8.5786%
8 Gardena	2,235,072	1.00	2,235,072	0.2271%	2,920,856	0.1368%	1.2453%	0.0378%	1.2831%
9 LADOT	6,411,286	1.50	4,274,191	0.4343%	8,769,797	0.4106%	3.7863%	0.1150%	3.9013%
10 La Mirada	35,602	1.00	35,602	0.0036%	43,686	0.0020%	0.0648%	0.0020%	0.0668%
11 Long Beach	13,854,161	1.25	11,083,329	1.1260%	23,248,158	1.0886%	6.2603%	0.1902%	6.4505%
12 Montebello	3,972,587	1.10	3,611,443	0.3669%	5,328,407	0.2495%	1.8661%	0.0567%	1.9227%
13 Metro Bus Ops.	191,776,000	1.75	109,586,286	11.1338%	275,603,000	12.9047%	65.6344%	1.9939%	67.6283%
14 Norwalk	1,246,966	1.25	997,573	0.1014%	1,427,804	0.0669%	0.6849%	0.0208%	0.7057%
15 Redondo Beach	328,405	1.00	328,405	0.0334%	366,810	0.0172%	0.3308%	0.0100%	0.3408%
16 Santa Clarita	3,159,143	1.00	3,159,143	0.3210%	2,565,484	0.1201%	1.8877%	-1.0963%	0.7914%
17 Santa Monica	11,431,000	1.25	9,144,800	0.9291%	12,536,000	0.5870%	4.5853%	0.1393%	4.7246%
18 Torrance	2,473,000	1.00	2,473,000	0.2513%	3,620,000	0.1695%	1.4164%	0.0430%	1.4594%
19 TOTAL	\$260,668,327		164,044,380	16.6667%	355,946,257	16.6667%	100.0000%	0.0000%	100.0000%

Note:
(1) Commerce Fare Units are calculated as follows: ((Total Fare Units w/out MTA and Commerce) / (Total Unlinked Passengers w/out MTA and Commerce)) * Commerce Unlinked Passengers.

FORM FFA10, SECTION 9 STATISTICS PASSENGER MILES IS USED TO CALCULATE AVTA AND SANTA CLARITA'S RE-ALLOCATION OF CAPITAL MONIES.	ANTELOPE VALLEY			SANTA CLARITA		
	Passenger Miles	Re-Allocated Share	%	Passenger Miles	Re-Allocated Share	%
20 Non-LA 2 UZA (AV 123 for AVTA, AV 176 for Santa Clarita)	28,383,366	1.8253%	94,0517%	11,404,989	58.0772%	1.0963%
21 UZA number LA 2	1,795,116	0.1154%	5.9483%	8,232,648	41.9228%	0.7914%
22 Total	30,178,482	1.9408%	100.0000%	19,637,637	100.0000%	1.8877%

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

Agmt: xxxxxxxxxxxxxxxxxxxx
CFDA: 20507
DUNS: 112259267

AGREEMENT

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

RECITALS:

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

1. PAYMENT OF FUNDS

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

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

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

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

2. LACMTA COSTS

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

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to BSL.

4. REQUEST FOR REIMBURSEMENT

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

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

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

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

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

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

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

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

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

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

1) E-mail:

AccountsPayable@Metro.net

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

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority

P.O. Box 512296

Attention: Metro Accounts Payable

Los Angeles, CA 90051-0296

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

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

address:

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

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

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

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

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

6. FEDERAL REQUIREMENTS

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

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

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

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

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

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

7. REPORTING AND AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

8. FUNDS AVAILABILITY

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

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

9. EXPENDITURE AND DISPOSITION OF FUNDS

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

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

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

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

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

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

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

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

10. TIMELY USE OF FUNDS

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

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

11. DEFAULT

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

12. REMEDIES

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

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

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

13. SECTION 5333(b) REQUIREMENTS

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

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

14. OTHER TERMS AND CONDITIONS

14.1 This Agreement, along with the applicable requirements of the FTA, DOL, LACMTA and the Federal Grant, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

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

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

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

14.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

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

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

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

14.8 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full

force without being impaired or invalidated in any way.

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

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

14.11 BSL, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. BSL shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

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

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

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

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

15. COMMUNICATIONS

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

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

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

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

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

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

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

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

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

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

CITY OF LOS ANGELES

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

APPROVED AS TO FORM:

By: _____ Date: _____
Tanea Ysaguirre
Deputy City Attorney

ATTACHMENT A

SCOPE OF WORK

Project Description

The City of Los Angeles Bureau of Street Lighting will design, specify equipment and contract out the construction of at least (50) fifty energy efficient lighting at/or adjacent to LACMTA bus stops. Energy efficient lighting standard can be powered, as feasible, by renewable energy resources. Special emphasis will be given where lighting fixture will add additional safety features for LACMTA patrons/riders.

Project Budget

Preliminary Engineering	\$ 250,000
Contract Items	\$1,100,000
Construction Engineering	\$ 100,000
Contingency (12.7%)	<u>\$ 140,000</u>
Total Project Budget	\$1,590,000

Funding Sources

Federal Section 5307 TE-1% Funds	\$ 1,272,000
LACMTA Local Funds	<u>\$ 318,000</u>
Total Project Budget	\$ 1,590,000

Project Milestones

Effective Date of Funding Agreement with LACMTA*

Design/Engineering: July 1, 2024

Advertise: February 14, 2025

Contract Award: August 2, 2025

Construction Complete: April 1, 2026

Board Acceptance: September 25, 2026

* All costs incurred by City of Los Angeles prior to the Effective Date of this funding agreement are ineligible for reimbursement.

