CITY COUNCIL AGENDA

Tuesday, May 27, 2014

ROLL CALL:
Brent A. Tercero, Mayor
Gregory Salcido, Mayor Pro Tempore
Bob J. Archuleta, Councilmember
David W. Armenta, Councilmember
Gustavo V. Camacho, Councilmember

Regular Meeting 6:00 p.m.
Council Chamber
6615 Passons Blvd.
Next Resolution No. 6766
Next Ordinance No. 1088
Next Agreement No. 14-1490

COMMISSIONERS SCHEDULED TO BE PRESENT:
Tommy Elisaldez, Planning Commission
Patricia Saucedo, Parks & Recreation Commission

INVOCATION:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS:

- El Rancho Academic Decathlon Team
- Proclamation – Parks & Recreation Month

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

****

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk's office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

PUBLIC HEARING(S):

1. **Public Hearing Regarding Pico Rivera Sewer Service Charges and the Levy of Charges for Fiscal Year 2014/2015 with No Changes in Rates.** (700)
   a. Open Hearing
   b. Memo from City Manager
   c. Written Communication(s)
   d. Oral Communication(s)
   e. Close Hearing
   f. **Recommendation:**
      1. Conduct the noticed Public Hearing regarding the Pico Rivera Sewer Service Charges for Fiscal Year 2014/2015;
      2. At the conclusion of Public Hearing, consider all written protests submitted and oral testimony presented; and
      3. Adopt resolution confirming the establishment of locally controlled sewer service charges for the City of Pico Rivera with No Change in Rates; Adoption of the Engineer's Report; and Ordering the Levy and Collection of the Sewer Service Charges for Fiscal Year 2014/2015.

         Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, CONFIRMING THE ESTABLISHMENT OF LOCALL-CONTROLLED SEWER SERVICE CHARGES FOR THE CITY OF PICO RIVERA; ADOPTION OF THE ENGINEER'S REPORT PREPARED AND FILED IN CONNECTION WITH THE SEWER SERVICE CHARGES; AND ORDERING THE LEVY AND COLLECTION OF SEWER SERVICE CHARGES COMMENCING WITH FISCAL YEAR 2014/2015 – WITH NO CHANGE OR INCREASE IN RATES

1st PERIOD OF PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: **1)** respond briefly to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** provide a reference to staff or other resources for factual information; **4)** request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and **5)** direct staff to place a matter of

business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

2. **Minutes:**
   - City Council regular meeting of May 13, 2014

   Recommendation: Approve
   - Planning Commission meeting of April 7, 2014; and
   - Parks & Recreation meeting of March 13, 2014

   Recommendation: Receive and File

3. **19th Warrant Register of the 2013-2014 Fiscal Year.** (700)
   Check Numbers: 261877-262050
   Special Checks Numbers: None
   Recommendation: Approve

4. **Second Reading – Adoption of Ordinance No. 1087 for Zoning Code Amendment No. 171 to Allow Instructional Tastings of Beer, Wine and Distilled Spirits in Conjunction with Certain Qualified Off-Sale Retail Licensed Businesses.** (1300)
   Recommendations:
   1. Adopt Ordinance No. 1087 approving Zoning Code Amendment No. 171.

      Ordinance No. 1087 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 171 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE ALLOWING THE ISSUANCE OF A TYPE-86 INSTRUCTIONAL TASTING ALCOHOL LICENSE TO CERTAIN EXISTING OFF-SALE ESTABLISHMENTS SUBJECT TO THE ISSUANCE OF A CONDITIONAL USE PERMIT **(SECOND READING AND ADOPTION)**

5. **Approve Memorandums of Understanding (MOU) with Los Angeles County Metropolitan Transportation Authority (METRO) for Four Hot Spot Intersection Projects.** (500)

Recommendation:

1. Approve Memorandum of Understanding (MOU) for each of four Hot Spot Intersection Improvement Projects with METRO for the use of $6,450,000 in METRO's Measure R funds from the SR-91/I-605/I-405 Hot Spots Program; and
2. Authorize the Mayor to execute the MOU's for the four intersections in a form approved by the City Attorney.

Agreement No. _____ Agreement No. _____ Agreement No. _____
Agreement No. _____

6. **Sidewalk Improvements, CIP No. 21271 – Notice of Completion.** (500)

Recommendation:

1. Accept as complete, effective May 20, 2014, work performed by Mora's Equipment and Construction on the Sidewalk Improvements Project; and
2. Instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder.

7. **Traffic Signal Safety Improvements Citywide, CIP No. 21242 – Authorization to Advertise for Construction.** (500)

Recommendation:

1. Approve Plans, Specifications and Estimate (PS&E) for the Traffic Signal Safety Improvements Citywide, CIP No. 21242; Federal Project No. HSIPL-5351(023);
2. Authorize the City Clerk to publish the Notice Inviting Bids; and
3. Approve the Notice of Exemption for the subject project and authorize the City Clerk to file with the County Recorder.

8. **Whittier Boulevard Street Rehabilitation Project, Van Norman Road to Paramount Boulevard, CIP No. 21246 – Amendment No. 1 to Professional Services Agreement No. 13-1412 with Kabbara Engineering.** (500)

Recommendations:

1. Approve Amendment No. 1 to Professional Services Agreement No. 13-1412 with Kabbara Engineering for additional design services for an amount not to exceed $74,851 in accordance with proposal to the City dated April 10, 2014, and authorize the Mayor to execute the amendment in a form approved by the City Attorney.

Agreement No. _____

9. **Treasurer's Report – March 31, 2014.** (700)
Recommendation:
1. Receive and file Quarterly Treasurer's Report for the quarter ending March 31, 2014.

10. **Revised List of Fireworks Stand Applicants.** (700)
Recommendation:
1. Approve the attached revised list of fireworks stand applicants and authorize the issuance of permits to operate.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION:

11. **Appointment of City Manager and Approval of Employment Agreement.**
Recommendation:
1. That the City Council approve René Bobadilla as City Manager and approve the attached employment agreement.

Agreement No. _____

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

NEW BUSINESS:

Request for freeze on all personnel action, including hiring, termination, discipline and/or promotion (requested by Mayor Tercero).

OLD BUSINESS:

2ND PERIOD OF PUBLIC COMMENTS - THIS TIME IS RESERVED FOR COMMENTS THAT HAVE NOT BEEN ADDRESSED ALREADY OR THAT ARE NOT LISTED ON THE AGENDA. PLEASE FILL OUT A BLUE PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

CLOSED SESSION:

a. **PUBLIC EMPLOYMENT**
Pursuant to Government Code Section 54957
Title: City Manager

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Rivera County Libraries, which are available for the public to view on this 22nd day of May 2014.

Dated this 22nd, day of May 2014

Anna M. Jerome

Anna M. Jerome, CMC
City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: May 27, 2014

Subject: PUBLIC HEARING REGARDING PICO RIVERA SEWER SERVICE CHARGES AND THE LEVY OF CHARGES FOR FISCAL YEAR 2014/2015 WITH NO CHANGE IN RATES

Recommendation:

1) Conduct the noticed Public Hearing regarding the Pico Rivera Sewer Service Charges for Fiscal Year 2014/2015; and

2) At the conclusion of Public Hearing, consider all written protests submitted and oral testimony presented; and

3) Adopt resolution Confirming the Establishment of Locally Controlled Sewer Service Charges for the City of Pico Rivera with No Change in Rates; Adoption of the Engineer's Report; and Ordering the Levy and Collection of the Sewer Service Charges for Fiscal Year 2014/2015.

Fiscal Impact: The fees for Fiscal Year 2014/2015 will be approximately $1,039,740. There is no increase from the amount charged by the LA County Consolidated Sewer Maintenance District (CSMD).

Discussion:

Analysis

The City-owned sanitary sewer collection system (sewer system) is more than 50 years old and consists of approximately 110 miles of gravity sewer pipes ranging in diameter from 6-inches to 18-inches, 2,516 sewer manholes, and 3 lift/pump stations. At the time of the City's incorporation in 1958, the City determined that it did not have the financial or staffing capability to operate and maintain the sewer system. Since then, the sewer system has been operated and maintained through the CSMD, a special district governed by the Los Angeles County Board of Supervisors and staffed by the Los Angeles County Department of Public Works. Since 1958, the Los Angeles County CSMD has been maintaining the City's sewer system and collecting sewer fees from property owners.

In 2012, the County Board of Supervisors adopted a 3-year rate increase for the per unit sewer charges from $40.50 to $44.50 in Fiscal Year 2012/2013, $47.50 in Fiscal Year 2013/2014, and finally $50.50 for Fiscal Year 2014/2015. This rate of $50.50 is the rate proposed to be applied by the City for the Fiscal Year 2014/2015 Pico Rivera Sewer Service Charges. Thus, the total Service Charges for Fiscal Year 2014/2015 within the City of Pico Rivera will be approximately $1,039,740. Of the $1,039,740 in charges, approximately $10,125 is for government-owned parcels that had previously not been charged by the County. To comply with the provisions of Proposition 218, the City will annually contribute to the Sewer Service Fund an amount equal to the proportional charge that would otherwise be charged to these parcels.

The Los Angeles County CSMD levies sewer maintenance charges for all properties within the CSMD boundaries on the property tax roll. Based on the current reports, it appears that only a fraction of the funds collected within Pico Rivera are being spent locally.

Staff performed an analysis demonstrating that assuming local control of sewer system maintenance by withdrawal from the CSMD would be beneficial to the City and the property owners resulting in: (1) a reduction in maintenance costs, (2) an increase in cleaning frequency, (3) more effective planning of sewer maintenance and construction projects, and (4) a local, city-controlled Capital Improvement Program. The assumption of sewer system maintenance would ensure that all funds currently collected for sewer system maintenance in the City of Pico Rivera are spent locally for the benefit of Pico Rivera residents with no changes to the existing rates.

The financial analysis demonstrated that it is financially feasible for the City to withdraw from the CSMD, adopt sewer rates in the same amount as the Los Angeles County CSMD rates, and assume the responsibilities of maintaining and servicing the City's Sewer System. A summary of the estimated revenues and expenditures for Fiscal Year 2014/2015 is shown below:

Annual Expenditures and Funding	**Budgeted Amounts**
Operation and Maintenance of Sewer Mains and Lift Stations	$321,690
Engineering Support and Administration	$277,930
Total Annual Operations & Maintenance Expenditures	**$599,620**
Total Capital/Reserve Funding FY 2014/2015	**$440,120**
Total Sewer Fund FY 2014/2015	**$1,039,740**

Process Timeline

At its meeting of January 22, 2013, the City Council adopted Resolution No. 6708 as the first step towards withdrawing from the CSMD. Subsequently, staff met with the County to discuss the County's response to the City's Resolution and the actions needed to be taken by the County. Based on those conversations, on May 28, 2013, the City adopted Amended Resolution No. 6774 changing the proposed date of withdrawal to July 1, 2014 rather than the previously proposed date of July 1, 2013 as identified in Resolution No. 6708. On September 3, 2013, the Los Angeles County Board of Supervisors, upon conclusion of a public hearing, adopted a series of resolutions that in effect confirmed the exclusion of all territory within the City of Pico Rivera from the CSMD. At its meeting of March 25, 2014, the City Council adopted Resolution No. 6755 declaring its intention to establish and collect Sewer Service Charges within the City of Pico Rivera to pay for the operation, maintenance, servicing and capital improvements associated with the City's sewer system, and setting the Public Hearing for May 27, 2014. Further, on April 11, 2014, the City caused a Notice of the Public Hearing to be mailed to each property owner of record for which a Sewer Service Charge will be levied and collected on the property tax rolls.

The public hearing and the subsequent adoption of the Resolution presented herein for the City Council's consideration are the final steps in this process. By adopting a resolution, the City Council will confirm: 1) the establishment of the locally-controlled Sewer Service Charges for the City of Pico Rivera; 2) adoption of the Engineer's Report prepared and filed in connection with the Sewer Service Charges commencing in Fiscal Year 2014/2015; and 3) ordering and directing the levy and collection of the Sewer Service Charges on the property tax rolls for Fiscal Year 2014/2015, with no change in rates.

The remaining activities and timeline are as follows:

1. City Assumes Control of Pico Rivera Sewer System — July 1, 2014
2. Submit Charges for property tax bills to the County for the 2014/2015 Fiscal Year — August 2014

Ronald Bates

RRB:RG:AA:lg

Enc.

1) City of Pico Rivera; Sewer Service Charges; Engineer's Report; Fiscal Year 2014/2015; (Final Report: April 14, 2014)
2) Resolution - Confirming the Establishment of the Sewer Service Charges for the City of Pico Rivera; Adoption of the Engineer's Report; and Ordering the Levy and Collection of the Sewer Service Charges for Fiscal Year 2014/2015 – With No Change or Increase in Rates

ENCLOSURE 1

City of Pico Rivera

Sewer Service Charges

Engineer's Report

FISCAL YEAR 2014/2015

(Final Report: April 10, 2014)

27368 Via Industria
Suite 110
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial

WILLDAN
Financial Services

TABLE OF CONTENTS

INTRODUCTION 1

PART A — PLANS AND SPECIFICATIONS 3

CITY SEWER IMPROVEMENTS 3

OPERATIONS, MAINTENANCE AND SERVICES 3

PREVENTIVE MAINTENANCE: 4

CAPITAL OUTLAY, REHABILITATION AND REPLACEMENT 5

SEWER SYSTEM MANAGEMENT 5

PART B — CHARGE CALCULATIONS 6

CALCULATION OF THE SEWER CHARGE 6

PART C — ESTIMATED COST OF THE IMPROVEMENTS .. 13

PART D — SEWER SERVICE CHARGE DIAGRAMS 14

BOUNDARY DIAGRAM 15

SEWER SYSTEM DIAGRAM (PAGE 1 OF 2) 16

SEWER SYSTEM DIAGRAM (PAGE 2 OF 2) 17

PART E — FISCAL YEAR 2014/2015 CHARGES 17

INTRODUCTION

Since incorporation in 1958, sewer services for the city-owned sewer collection system within the City of Pico Rivera (the "City") has been provided by the County of Los Angeles (the "County"). The County currently provides sewer services within the City as part of a larger Los Angeles County Consolidated Sewer Maintenance District (the "CSMD") and collects annual sewer services charges on the County tax rolls for such services and activities. The CSMD is a special district governed by the Los Angeles County Board of Supervisors and staffed by the Los Angeles County Department of Public Works. The CSMD was established by County Ordinance as codified in the Los Angeles County Code, Volume 5, Title 20 — Utilities, Division 3 — Sewer Maintenance Districts, Chapter 20.40 — Consolidated Sewer Maintenance District, as amended (the "LA County Code") and in accordance with the provisions of the California Health and Safety Code Division 5 — Sanitation, Part 3 — Community Facilities. While maintenance of the City's sewer system has been provided by the County and funded by annual charges on properties within the CSMD, including properties in the City, the City has retained its ownership rights to these facilities and to any facilities that would be constructed and accepted in the future as out lined in Resolution No. 87 of the Pico Rivera City Council.

In 1978, the Los Angeles County Board of Supervisors established by an ordinance amendment, the collection of the necessary funding for the CSMD as a sewer service charge to be collected on the property tax rolls.

In 2012, the Los Angeles County Board of Supervisors held a public hearing and subsequently adopted amendments to the LA County Code, authorizing scheduled increases to the sewage unit charges, which included:

1) Three-consecutive-year increases in the annual sewer service charge for the CSMD of $3 per sewage unit, from $32.50 to $35.50 in Fiscal Year 2012/2013, from $35.50 to $38.50 in Fiscal Year 2013/2014, and from $38.50 to $41.50 in Fiscal Year 2014/2015; and
2) An increase in the additional annual sewer service charge for the Accumulative Capital Outlay Fund of the CSMD by $1 per sewage unit, from $8.00 to $9.00, commencing in Fiscal Year 2012/2013.

Therefore, by Fiscal Year 2014/2015, the combined authorized sewer service charge rates for the CSMD will be $50.50 per sewage unit.

The CSMD charges collected by the County, fund the overall preventive maintenance programs established by the County which generally consists of regular inspection of the sewer system including manholes, pipes, siphons, pump stations, treatment plants, regular cleaning, repair, and related activities throughout the CSMD.

While over the years, the CSMD has been responsive to the overall sewer maintenance needs of the City, providing as needed sewer services, the City has determined that it is in the best interest of the City and the property owners therein that both the immediate and long term maintenance and operation of the sewer system be locally controlled and provided by the City rather than the CSMD. Therefore the City initiated proceedings for the withdrawal of the City territory from the CSMD, in order to transition the responsibilities for the maintenance and operation of the sewer system from the CSMD to the City as well as the collection and use of the revenue funds for such services and activities (existing authorized CSMD charges on

properties will remain the same). This transition of sewer services from the CSMD to the City would allow the City to effectively plan for sewer maintenance and construction projects on a local level and City staff would also be better positioned to address the new sewer discharge requirements from the State Water Resources Control Board. By bringing the control and responsibility of the sewer system to the local level rather than the CSMD the City anticipates that the response time for sewer maintenance services will be improved; overall inspection, monitoring and cleaning of the entire city-sewer system could be accomplished on a three to five year cycle (3-5 years) rather than just high priority (hot spots); and expenditures for capital outlays, repairs, rehabilitation or replacement of equipment or facilities could be better prioritized and expedited.

This Engineer's Report ("Report") has been prepared in connection with the transition of responsibility and collection of charges for sewer services from the County of Los Angeles County Consolidated Sewer Maintenance District to the City of Pico Rivera commencing in Fiscal Year 2014/2015 and consists of five (5) parts:

PART A – PLANS AND SPECIFICATIONS

Contains a summary of the improvements within the City to be maintained and the proposed services and activities to be funded by the sewer service charges.

PART B — CHARGE CALCULATIONS

Outlines the basis on which the annual charges will be calculated for each parcel within the City. The annual sewer service charge rate and charge calculation for each parcel of land as described herein is consistent with the rate and method previously established and authorized for the CSMD, and as such, does not constitute a new or increased charge, fee or assessment under the provisions of the California Constitution Article XIIID.

PART C – ESTIMATED COST OF THE IMPROVEMENTS

Identifies the estimated cost of the services and/or maintenance to be provided by the City, including annual service and maintenance expenses; accumulation of funds for capital outlays, repairs, rehabilitation or replacement of equipment or facilities; as well as operational and incidental costs and expenses in connection therewith.

PART D – SEWER SERVICE CHARGE DIAGRAMS

Contains a Boundary Diagram showing the exterior boundaries of the territory within the City of Pico Rivera subject to the annual Sewer Service Charges, which is coterminous with the boundaries of the City Pico Rivera. In addition to the Boundary Diagram, two diagrams showing the overall location of the sewer system improvements are provided for reference. More detailed diagrams of the sewer improvements are on file in Public Works at the City.

PART E – FISCAL YEAR 2014/2015 CHARGES

Provides a summary by land use classification of the proposed Charges to be levied and collected on the parcels within the City of Pico Rivera for Fiscal Year 2014/2015, in accordance with the previously authorized sewer service rate and method of apportionment described in this Report.

PART A — PLANS AND SPECIFICATIONS

CITY SEWER IMPROVEMENTS

The existing sewer system improvements for which the City will assume responsibilities for the maintenance, servicing and operations as well as the levy and collection of annual charges, includes that portion of the CSMD sewer system within the boundaries of the City of Pico Rivera. These sewer system improvements included and are generally described as follows:

- Approximately one hundred ten miles (110 miles) of main sewer lines consisting of the following:
  - 111 linear feet (LF) of 6" sewer lines;
  - 526,134 linear feet (LF) of 8" sewer lines;
  - 26,000 linear feet (LF) of 10" sewer lines;
  - 21,743 linear feet (LF) of 12" sewer lines;
  - 3,455 linear feet (LF) of 15" sewer lines; and
  - 2,722 linear feet (LF) of 18" sewer lines.
- 2,516 Sewer Manholes.
- Three Lift/Pump stations generally located in the vicinity of:
  - Gallatin Road and Rosemead Boulevard;
  - Lundahl Drive and Pico Vista Road; and
  - Clarinda Avenue and Florpark Street.

The specific plans and Specifications for the city-owned sewer improvements are incorporated and contained in the sewer construction plans and specifications for the various sewer segments of the sewer system within the City of Pico Rivera. These plans and specifications are voluminous and are not bound in this Report but by this reference are incorporated and made a part of this Report. The specific plans and specifications for the city-owned sewer improvements are on file in Public Works at the City.

OPERATIONS, MAINTENANCE AND SERVICES

The City of Pico Rivera proposes to annually collect funds through the Sewer Service Charges to cover in whole or in part the expenses for the overall operation, maintenance and servicing of the city-owned sewer system as well as funds that may be necessary to pay for capital outlay expenditures including repairs, rehabilitation or replacement of equipment or facilities. The following is a summary of the services and activities associated with the maintenance, operation, servicing and capital outlay expenditures for the City's sewer system. The frequency, extent and/or level of the services and activities identified below may be modified based on available funding and priorities as determined by the City:

PREVENTIVE MAINTENANCE:

One of the City's primary objectives for assuming responsibility and management of the operation and maintenance of the City's sewer system is to provide a cost-effective and efficient program that will ensure the integrity and long term stability of the sewer system. This is best accomplished by implementing preventive maintenance program that addresses the entire sewer system. This preventive maintenance would include, but is not limited to, regular inspection of the sewer manholes, pipes, siphons, pump stations and related facilities as well as regular cleaning, repair, and related activities as warranted. These activities are intended to detect and correct potential problems before they develop into major problems. The following is a general summary of those preventive maintenance activities.

- Sewer Line and Manhole Inspection — The interior and exterior of manholes to be inspected (at least once a year) for any structural defects, sewage flow condition, presence of vermin or rodents, deleterious industrial waste, odors, and any signs of unusual settlement around or evidence of debris within the manholes and along sewer alignments.
- Sewer Line Cleaning — Sewer lines will be videoed and cleaned by hydro jet or rodding as needed based on a scheduled that ensures each sewer line is addressed at least every three to five years. The actual frequency of cleaning may vary based on inspection records. Sewer lines known to cumulate grease, garbage grinds, or sand may be addressed more frequency with possible monthly, quarterly, or semi-annual cleaning schedule. Those areas prone to root growth may be periodically rodded or chemically treated.
- Sewage Pump Stations — Each pump station is equipped with telemetry/alarm systems and will be inspected at least once a week. Pumps and motors will be inspected and lubricated, and control mechanisms and valves will be checked and adjusted as necessary. Pump station equipment will be repaired or modified as required.
- Gas Trap Manholes and Siphons — Inspected and cleared of any stoppages or flow restrictions on a monthly basis.
- Drop Manholes — Inspected and cleared of stoppages and flow restrictions on variable frequencies based on prior inspection records.
- Vermin and Rodent Control — On an as-needed basis, sewers infested by insects will be chemically treated, and those infested by rodents will be baited.

CAPITAL OUTLAY, REHABILITATION AND REPLACEMENT

In 1987, the County established within the CSMD an Accumulative Capital Outlay (ACO) Fund to finance sewer rehabilitation projects. With the transition of responsibility and funding from the County, the City plans to continue the practice of accumulating funds to address major repairs and rehabilitation of the sewer system on a priority basis. However, in addition the City plans to develop and implement a long-term replacement and refurbishment program that will ensure not only the short term integrity of the sewer system, but also the long-term integrity and operation of the sewer system for the community. As the City's sewer collection system ages, the risk of failure will ultimately increase due to deterioration, collapse, blockage, excessive inflow and infiltration, overflow, and other potential service interruptions. Therefore, while the scheduling of major repairs, rehabilitation projects and replacement projects will ultimately be implemented based on available funding, highest priority will be given to structural deficiency. However, unlike the CSMD approach, by developing a long-term replacement and refurbishment program with the goal of eventually addressing the entire system, the City may also address hydraulic deficiency in addition to the structural deficiency.

SEWER SYSTEM MANAGEMENT

- Mapping — As-built plans of the sewer facilities will be maintained by the City. Data on the plans, such as system locations and alignment, pipe material, size, etc., will be maintained and stored electronically by the City. These maps will be available and utilized by the field crews for work scheduling and responding to emergencies, and will be updated to reflect any changes in the system.
- Work Scheduling — Field crew activities will be recorded and tract by the City utilizing various forms including, but not limited to service requests, cleaning reports, sewer maintenance daily reports, overflow reports forms, project work orders, etc.

PART B — CHARGE CALCULATIONS

CALCULATION OF THE SEWER CHARGE

The CSMD was formed pursuant to the State of California Health and Safety Code, specifically, Division 5 (Sanitation), Part 3 (Community Facilities), Chapter 4 (Sewer Maintenance Districts), inclusive of Sections 4600 through 6127; with the County of Los Angeles Board of Supervisors acting as their governing body. Consistent with the law, several ordinances have been established by the Board of Supervisors to govern all aspects of the CSMD operations and the levy and collection of charges. The annual sewer service charge levied upon each parcel of real property within the CSMD has been computed by multiplying the approved annual sewage unit charge rate by the number of sewage units assigned to each parcel based on its land use. As previously noted, for Fiscal Year 2014/2015 (when the City will assume responsibility for the maintenance and operation of the sewer system and the levy of annual charges), the combined sewer service charge rate for the CSMD that has been authorized is $50.50 per sewage unit.

As part of the transition of responsibility for the maintenance and servicing of the City's sewer system from the CSMD, the City proposes to continue the annual levy and collection of the sewer service charges upon each parcel of real property within the City commencing in Fiscal Year 2014/2015. The proposed Sewer Service Charges as presented in this Report are consistent with the rate and method previously approved and adopted for the CSMD and these charges, upon approval and adoption by the City Council, may be levied and collected annually by the City on the property tax bills commencing in Fiscal Year 2014/2015. Concurrently, the County will no longer collect such charges for the CSMD. The amount of the charge for each parcel of real property is computed by multiplying the sewage unit rate of $50.50 (previously adopted for the CSMD) by the number of sewage units assigned for the land use of the parcel as shown in the following land use classification and sewage unit tables. This proportional calculation of the annual Sewer Service Charge by land use classification is consistent with the proportional fee calculation adopted for the CSMD, except that in order to comply with the provisions of the California Constitution, the calculation of the charges has been expanded to include and will be applied to Government Properties that utilize the sewer system or may reasonably be developed and utilize the sewer system in the future. For most government-owned properties and/or other non-taxable properties, the County did not assign sewage units or levy a sewer maintenance charge. Although this Report establishes sewage units for various land uses identified as Government Properties and a charge is calculated for these parcels based on those sewage units, because these parcels were not previously assigned sewage units and were not assessed, the calculated annual Sewer Service Charges for these parcels will be paid by the City utilizing funds from other revenue sources.

The number of sewage units assigned to each land use classification is outlined in the following tables:

Number of Sewage Units by Land Use Classification

Land Use Classification	Assigned Sewage Units
Residential Properties	
Single Residential Unit	**1.0 per parcel**
Double, Duplex, or Two Units	**2.0 per parcel**
Three Units (Any Combination)	**3.0 per parcel**
Four Units (Any Combination)	**4.0 per parcel**
Five or More Apartments or Units	**1.0 per unit**
Mobile or Modular Homes	**1.0 per unit**
Rooming Houses	**3.0 per parcel**
Mobile Home Parks	**1.0 per unit**
Vacant Residential Property	**0.5 per parcel**
Commercial Properties	
Commercial Uses, General	**2.0 per parcel**
Stores	**1.0 per parcel**
Store and Office Combinations	**2.0 per parcel**
Store and Residential Combinations	**2.0 per parcel**
Department Stores	**5.0 per parcel**
Supermarket 12,000 Square Feet or More	**5.0 per parcel**
Supermarket 6,000 through 11,999 Square Feet	**2.0 per parcel**
Small Food Stores - Less than 6,000 Square Feet	**1.0 per parcel**
Neighborhood Shopping Centers	**10.0 per parcel**
Regional Shopping Centers	**30.0 per parcel**
Office Buildings	**5.0 per parcel**
Office Loft Type buildings	**3.0 per parcel**
Office and Residential Combinations	**2.0 per parcel**
Hotels/Motels – Under 50 Rooms	**25.0 per parcel**
Hotels/Motels – 50 Rooms and Over	**40.0 per parcel**
Hotel/Motel and Apartment Combinations Under 50 Units	**40.0 per parcel**
Hotel/Motel and Apartment Combinations 50 Units and Over	**60.0 per parcel**
Professional Buildings	**5.0 per parcel**
Medical/Dental Buildings	**5.0 per parcel**

Number of Sewage Units by Land Use Classification (Continued)

Land Use Classification	Assigned Sewage Units
Commercial Properties (Continued)	
Veterinary Hospitals, Clinics	3.0 per parcel
Restaurants, Cocktail Lounges, Taverns	5.0 per parcel
Fast Food Restaurants	2.0 per parcel
Wholesale and Manufacturing Outlets	2.0 per parcel
Banks, Savings and Loans	1.0 per parcel
Service Shops	2.0 per parcel
Service Stations	1.0 per parcel
Service Stations with Car Wash	5.0 per parcel
Auto Service Shops	1.0 per parcel
Used Car Sales	1.0 per parcel
New Car Sales and Service	3.0 per parcel
Car Washes	5.0 per parcel
Recreation Equipment Sales and Service	1.0 per parcel
Farm and Construction Equipment Sales and Service	2.0 per parcel
Auto Service Centers (No Gasoline)	1.0 per parcel
Commercial Parking Lots	0.5 per parcel
Animal Kennels	2.0 per parcel
Nurseries or Greenhouses	1.0 per parcel
Vacant Commercial Property	0.5 per parcel
Institutional Properties	
Institutional Uses, General	5.0 per parcel
Churches	2.0 per parcel
Church Parking Lots	0.5 per parcel
Schools	5.0 per parcel
Colleges, Universities	50.0 per parcel
Hospitals	100.0 per parcel
Convalescent Hospitals, Nursing Homes	50.0 per parcel
Homes for Aged and Others	10.0 per parcel
Cemeteries, Mortuaries, Funeral Homes	1.0 per parcel
Vacant Institutional Property	0.5 per parcel

Number of Sewage Units by Land Use Classification (Continued)

Land Use Classification	Assigned Sewage Units
Industrial Properties	
Industrial Uses, General	2.0 per parcel
Light Manufacturing	5.0 per parcel
Heavy Manufacturing	100.0 per parcel
Warehousing - Distribution, Storage	2.0 per parcel
Meat and Poultry Food Processing Plants	5.0 per parcel
Beverage Food Processing Plants	200.0 per parcel
Other Food Processing Plants	200.0 per parcel
Studios	5.0 per parcel
Transmission Facilities	1.0 per parcel
Microwave Relay Towers	1.0 per parcel
Lumber Yards	1.0 per parcel
Mineral Processing - General or Miscellaneous	1.0 per parcel
Mineral Processing - Cement, Rock and Gravel Plants	1.0 per parcel
Mineral Processing - Petroleum Refineries, Chemical Plants	200.0 per parcel
Industrial Parking Lots	0.5 per parcel
Open Storage - General or Miscellaneous	2.0 per parcel
Open Storage - Trucking Companies, Terminals	5.0 per parcel
Open Storage - Contractor Storage Yards	1.0 per parcel
Vacant Industrial Property	0.5 per parcel
Miscellaneous Properties	
Miscellaneous Uses, General/Undesignated	2.0 per parcel
Pumping Plants and State-Assessed Properties	5.0 per parcel
Mining	1.0 per parcel
Petroleum and Gas	1.0 per parcel
Pipelines, Canals	0.5 per parcel
Rights-of-Way	1.0 per parcel
Water Rights	- per parcel
Rivers and Lakes	- per parcel
Dump Sites	2.0 per parcel
Vacant Miscellaneous Property	0.5 per parcel

Number of Sewage Units by Land Use Classification (Continued)

Land Use Classification	Assigned Sewage Units
Agricultural Properties	
Agriculture Irrigated Farm Uses	**0.5 per parcel**
Dairies	**30.0 per parcel**
Agriculture Dry Farm Uses	**0.5 per parcel**
Recreational Properties	
Movie Theatres	**2.0 per parcel**
Bowling Alleys	**5.0 per parcel**
Clubs, Lodge Halls, Fraternal Organizations	**2.0 per parcel**
Auditoriums, Stadiums, Amphitheaters	**10.0 per parcel**
Amusement Facilities	**10.0 per parcel**
Commercial Swimming Pools, Schools	**5.0 per parcel**
Gymnasiums, Health Spas	**2.0 per parcel**
Dance Halls	**2.0 per parcel**
Tennis Courts, Clubs, Pro Shops	**2.0 per parcel**
Nonprofit Golf Courses	**3.0 per parcel**
Three-Par Golf Courses	**3.0 per parcel**
Miniature Golf Courses	**1.0 per parcel**
Other Golf Courses	**3.0 per parcel**
Race Tracks	**25.0 per parcel**
Horse Stables	**1.0 per parcel**
Camps	**10.0 per parcel**
Skating Rinks	**2.0 per parcel**
Recreational Use, General	**2.0 per parcel**
Vacant Recreational Property	**0.5 per parcel**

Number of Sewage Units by Land Use Classification (Continued)

Land Use Classification	Assigned Sewage Units
Government Properties [1]	
Government Uses, General	0.5 per parcel
Public Right of Ways, General	- per parcel
Streets, Roads, Highways	- per parcel
Sewers, Utilities	- per parcel
Government Services, General	2.0 per parcel
Government Offices, Lease Space	5.0 per parcel
Police and Fire Station	2.0 per parcel
Public Library	5.0 per parcel
Public Schools, General	1.0 per parcel
Public Colleges, Universities	50.0 per parcel
Public Schools, High Schools	5.0 per parcel
Public Schools, Elementary	5.0 per parcel
Public Schools Service Center	2.0 per parcel
Miscellaneous Public Recreational Uses	2.0 per parcel
Public Park	0.5 per parcel
Public Art Center, Museum	5.0 per parcel
Public Recreational Water Facilities	1.0 per parcel
Flood and Drainage Control	- per parcel
Rapid Transit, Bus etc	1.0 per parcel
Public Parking or Parking Lot Lease	0.5 per parcel
Vacant Government Property	0.5 per parcel
Exempt Properties [2]	
Bifurcated Lots	- per parcel
Common Areas	- per parcel
Restricted/Limited Uses	- per parcel
Utility or Railroad Right of Ways	- per parcel

[1] **Government Properties:** The land use classifications listed above under Government Properties were not originally assigned sewage units by the CSMD. To ensure compliance with the provisions of the California Constitution Article XIIID, these land use classifications are now assigned sewage units consistent with the sewage units assigned to similar private properties. However the resulting Sewer Service Charge amount calculated for these Government

Properties will be paid annually by the City of Pico Rivera from other funding sources, rather than by the government agency that owns the property. Thus this modification to the CSMD sewage units does not result in any new or increased charges to be levied on properties in the City.

(2) **Exempt Properties:** In addition to the previous exclusion of Government Properties, the CSMD did not levy sewer maintenance fees on properties for which sewer services are not utilized and it is unlikely sewer services would ever be required or provided. While such properties continue to be exempt from the Sewer Service Charges, the previously established CSMD sewage unit allocation listing did not identify these exempt land uses. To ensure that all property types are addressed in this Report, the preceding "Number of Sewage Units by Land Use Classification" tables was modified and expanded to specifically identify those land use classifications that are considered Exempt Properties and assigned "zero" sewage units. These Exempt Properties include, but are not necessarily limited to,

- Properties that cannot be developed independent of an adjacent parcel and/or are functionally part of another parcel that is charged, such as bifurcated residential lots and common areas (not including club houses, pools or other recreational facilities);
- Properties with restricted and/or limited use (parcels vacated by the County, sliver parcels or private properties restricted by utility or drainage right-of-ways);
- Utility and railroad right-of-ways;
- Both private and public streets roadways and highways; and
- Various public right-of-ways and easements including landscaped areas, drainage basins, drainage and flood control channels, flood plains and dedicated open spaces.

PART C — ESTIMATED COST OF THE IMPROVEMENTS

The net amount to be charged to parcels within the City is based on an estimate of the annual cost and expenses for the maintenance, operation, servicing of the City's existing sewer system improvements as well as the funding deemed appropriate and necessary for future capital improvements and reserves (Replacement funding).

Budgeted Expenditures and Funding		Budgeted Amounts [1]
Inspections, Cleaning, CCTV	$	216,690
Lift Station O&M (3 Stations)		105,000
Engineering Support		100,000
Administration		177,930
Total Annual Operations & Maintenance Expenditures	$	599,620
Reserves/Capital Improvements Funds Collected		440,120
Total Sewer Service Funding FY 2014/2015 (Total Sewer Service Charges to be Collected)	$	1,039,740
Estimated City Paid Sewer Service Charges		(10,125) [2]
Net Sewer Charges to be Collected on Tax Rolls	$	1,029,615 [2]

[1] The various budgeted expenses presented above (Budgeted Amounts) are estimates of the expenditures and funding to be collected for Fiscal Year 2014/2015.

[2] The "Estimated City Paid Sewer Service Charges" and the "Net Sewer Charges to be Collected on Tax Rolls" identified above have been rounded to the nearest $5. The actual Service Charges to be paid by the City and those to be collected on the County tax rolls may be slightly more or less than the amounts shown due to this rounding.

PART D — SEWER SERVICE CHARGE DIAGRAMS

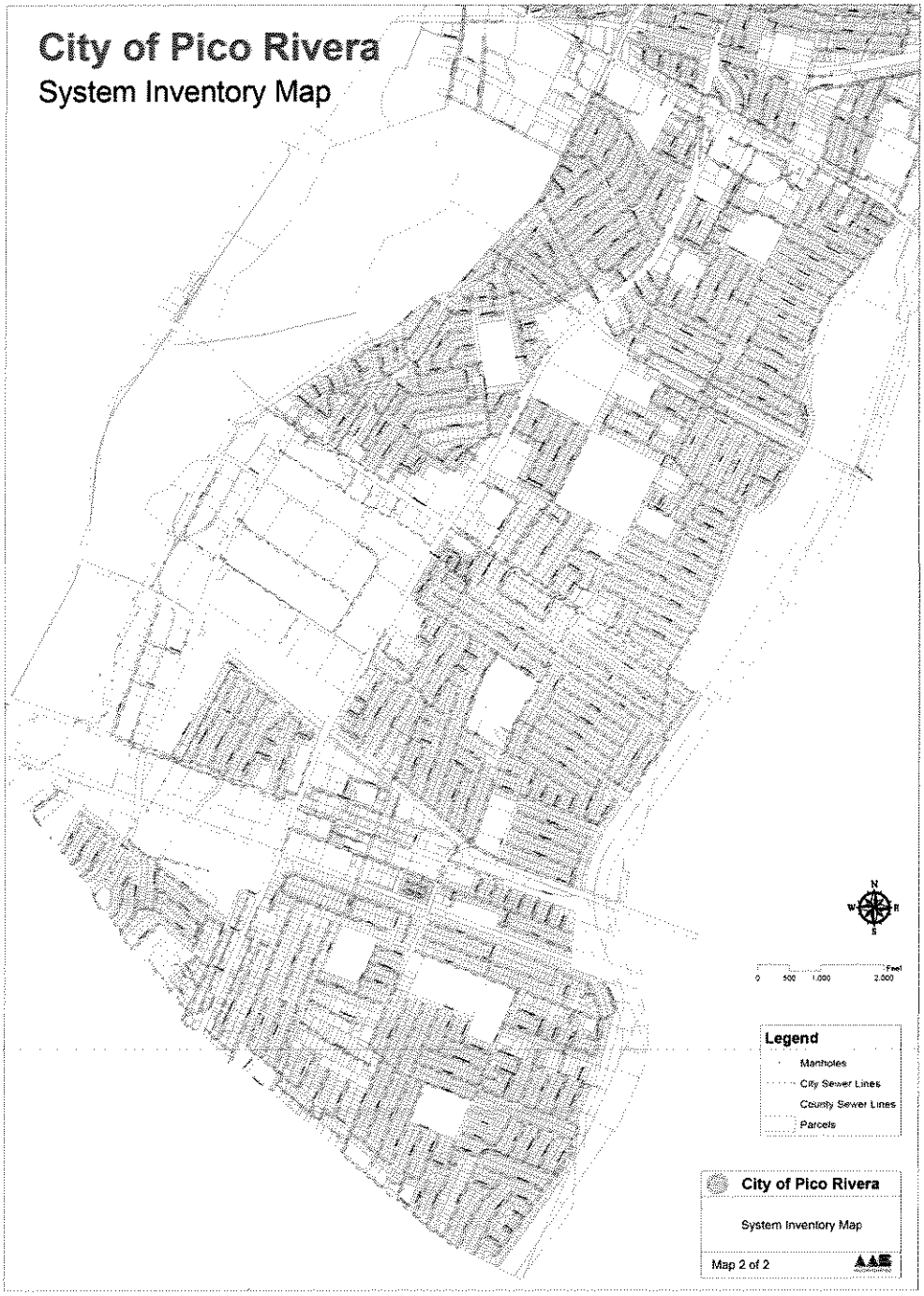
The Boundary Diagram (a copy of which is provided the following page), shows the exterior boundaries of the territory within the City of Pico Rivera subject to the annual Sewer Service Charges, which is coterminous with the boundaries of the City Pico Rivera. The Boundary Diagram is based on the Los Angeles County Geographic Information System (GIS) data and shape files and the Los Angeles County Assessor's secured roll information and the lines and dimensions of each lot, parcel and subdivision of land subject to the Sewer Service Charge (within this boundary). These lots, parcels and subdivisions of land correspond to the Los Angeles County Assessor's Parcel Maps as they existed at the time this Report was prepared and shall include all subsequent subdivisions, lot-line adjustments or parcel changes therein. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the City of Pico Rivera and parcels subject to the annual Sewer Service Charges to be levied for Fiscal Year 2014/2015.

In addition to the Boundary Diagram, two diagrams showing the overall location of the sewer system improvements are provided for reference. More detailed diagrams of the sewer improvements are on file in Public Works at the City.

BOUNDARY DIAGRAM

SEWER SYSTEM DIAGRAM (PAGE 1 OF 2)

SEWER SYSTEM DIAGRAM (PAGE 2 OF 2)



PART E — FISCAL YEAR 2014/2015 CHARGES

Due to the number of parcels in the City of Pico Rivera that will be subject to the Sewer Service Charge, the "Sewer Service Charge Roll" (a listing of the Assessor's Parcel Numbers and the proposed charge to be levied) is not contained in this Report, but will be filed with the City Clerk in an electronic format prior to the public hearing regarding on the levy and collection of the Sewer Service Charges for Fiscal Year 2014/2015. The proposed Sewer Service Charge Roll, after being filed with the City Clerk, shall be available for public inspection in the City Clerk's Office during normal business hours. However, the following tables provide a summary of the estimated sewer service charge revenue anticipated for Fiscal Year 2014/2015 by land use classification, based on the proposed sewer charge rate of $50.50 per sewage unit and the assigned land use of each parcel that was available at the time this Report was prepared.

Summary of Sewage Units and Estimated Revenue by Land Uses

Land Use Classification	Number of Parcels	Total Sewage Units	FY 2014/15 Estimated Revenue
Residential Properties			
Single Residential Unit	12,860	12,860.0	$ 649,430.00
Double, Duplex, or Two Units	245	490.0	$ 24,745.00
Three Units (Any Combination)	45	135.0	$ 6,817.50
Four Units (Any Combination)	67	268.0	$ 13,534.00
Five or More Apartments or Units	81	2,356.0	$ 118,978.00
Mobile or Modular Homes	-	-	$ -
Rooming Houses	-	-	$ -
Mobile Home Parks	16	415.0	$ 20,957.50
Vacant Residential Property	89	44.5	$ 2,247.25
Commercial Properties			
Commercial Uses, General	3	6.0	$ 303.00
Stores	93	93.0	$ 4,696.50
Store and Office Combinations	6	12.0	$ 606.00
Store and Residential Combinations	13	26.0	$ 1,313.00
Department Stores	1	5.0	$ 252.50
Supermarket 12,000 Square Feet or More	5	25.0	$ 1,262.50
Supermarket 6,000 through 11,999 Square Feet	-	-	$ -
Small Food Stores - Less than 6,000 Square Feet	-	-	$ -
Neighborhood Shopping Centers	38	380.0	$ 19,190.00
Regional Shopping Centers	-	-	$ -
Office Buildings	36	180.0	$ 9,090.00
Office Loft Type buildings	-	-	$ -
Office and Residential Combinations	1	2.0	$ 101.00
Hotels/Motels – Under 50 Rooms	10	250.0	$ 12,625.00
Hotels/Motels – 50 Rooms and Over	3	120.0	$ 6,060.00
Hotel/Motel and Apartment Combinations Under 50 Units	-	-	$ -
Hotel/Motel and Apartment Combinations 50 Units and Over	-	-	$ -
Professional Buildings	13	65.0	$ 3,282.50
Medical/Dental Buildings	7	35.0	$ 1,767.50
Veterinary Hospitals, Clinics	1	3.0	$ 151.50
Restaurants, Cocktail Lounges, Taverns	38	190.0	$ 9,595.00
Fast Food Restaurants	6	12.0	$ 606.00
Wholesale and Manufacturing Outlets	-	-	$ -
Banks, Savings and Loans	7	7.0	$ 353.50
Service Shops	6	12.0	$ 606.00
Service Stations	11	11.0	$ 555.50
Service Stations with Car Wash	1	5.0	$ 252.50
Auto Service Shops	23	23.0	$ 1,161.50
Used Car Sales	-	-	$ -
New Car Sales and Service	-	-	$ -

Summary of Sewage Units and Estimated Revenue by Land Uses (Continued)

Land Use Classification	Number of Parcels	Total Sewage Units	FY 2014/15 Estimated Revenue
Commercial Properties (Continued)			
Car Washes	2	10.0	$ 505.00
Recreation Equipment Sales and Service	-	-	$ -
Farm and Construction Equipment Sales and Service	-	-	$ -
Auto Service Centers (No Gasoline)	2	2.0	$ 101.00
Commercial Parking Lots	47	23.5	$ 1,186.75
Animal Kennels	-	-	$ -
Nurseries or Greenhouses	-	-	$ -
Vacant Commercial Property	37	18.5	$ 934.25
Institutional Properties			
Institutional Uses, General	-	-	$ -
Churches	31	62.0	$ 3,131.00
Church Parking Lots	4	2.0	$ 101.00
Schools	6	30.0	$ 1,515.00
Colleges, Universities	-	-	$ -
Hospitals	2	200.0	$ 10,100.00
Convalescent Hospitals, Nursing Homes	2	100.0	$ 5,050.00
Homes for Aged and Others	3	30.0	$ 1,515.00
Cemeteries, Mortuaries, Funeral Homes	1	1.0	$ 50.50
Vacant Institutional Property	-	-	$ -
Industrial Properties			
Industrial Uses, General	1	2.0	$ 101.00
Light Manufacturing	89	445.0	$ 22,472.50
Heavy Manufacturing	9	900.0	$ 45,450.00
Warehousing - Distribution, Storage	117	234.0	$ 11,817.00
Meat and Poultry Food Processing Plants	3	15.0	$ 757.50
Beverage Food Processing Plants	-	-	$ -
Other Food Processing Plants	1	200.0	$ 10,100.00
Studios	1	5.0	$ 252.50
Transmission Facilities	-	-	$ -
Microwave Relay Towers	-	-	$ -
Lumber Yards	-	-	$ -
Mineral Processing - General or Miscellaneous	-	-	$ -
Mineral Processing - Cement, Rock and Gravel Plants	-	-	$ -
Mineral Processing - Petroleum Refineries, Chemical Plants	-	-	$ -
Industrial Parking Lots	13	6.5	$ 328.25
Open Storage - General or Miscellaneous	5	10.0	$ 505.00
Open Storage - Trucking Companies, Terminals	1	5.0	$ 252.50
Open Storage - Contractor Storage Yards	1	1.0	$ 50.50
Vacant Industrial Property	71	35.5	$ 1,792.75

Summary of Sewage Units and Estimated Revenue by Land Uses (Continued)

Land Use Classification	Number of Parcels	Total Sewage Units	FY 2014/15 Estimated Revenue
Miscellaneous Properties			
Miscellaneous Uses, General/Undesignated	-	-	$ -
Pumping Plants and State-Assessed Properties	-	-	$ -
Mining	-	-	$ -
Petroleum and Gas	-	-	$ -
Pipelines, Canals	-	-	$ -
Rights-of-Way	-	-	$ -
Water Rights	-	-	$ -
Rivers and Lakes	-	-	$ -
Dump Sites	-	-	$ -
Vacant Miscellaneous Property	1	0.5	$ 25.25
Agricultural Properties			
Agriculture Irrigated Farm Uses	1	0.5	$ 25.25
Dairies	-	-	$ -
Agriculture Dry Farm Uses	-	-	$ -
Recreational Properties			
Movie Theatres	-	-	$ -
Bowling Alleys	-	-	$ -
Clubs, Lodge Halls, Fraternal Organizations	8	16.0	$ 808.00
Auditoriums, Stadiums, Amphitheaters	-	-	$ -
Amusement Facilities	-	-	$ -
Commercial Swimming Pools, Schools	-	-	$ -
Gymnasiums, Health Spas	-	-	$ -
Dance Halls	1	2.0	$ 101.00
Tennis Courts, Clubs, Pro Shops	-	-	$ -
Nonprofit Golf Courses	-	-	$ -
Three-Par Golf Courses	-	-	$ -
Miniature Golf Courses	-	-	$ -
Other Golf Courses	-	-	$ -
Race Tracks	-	-	$ -
Horse Stables	-	-	$ -
Camps	-	-	$ -
Skating Rinks	-	-	$ -
Recreational Use, General	-	-	$ -
Vacant Recreational Property	2	1.0	$ 50.50

Summary of Sewage Units and Estimated Revenue by Land Uses (Continued)

Land Use Classification	Number of Parcels	Total Sewage Units	FY 2014/15 Estimated Revenue
Government Properties			
Government Uses, General	-	-	$ -
Public Right of Ways, General	95	-	$ -
Streets, Roads, Highways	8	-	$ -
Sewers, Utilities	21	-	$ -
Government Services, General	8	16.0	$ 808.00
Government Offices, Lease Space	6	30.0	$ 1,515.00
Police and Fire Station	4	8.0	$ 404.00
Public Library	2	10.0	$ 505.00
Public Schools, General	13	13.0	$ 656.50
Public Colleges, Universities	-	-	$ -
Public Schools, High Schools	3	15.0	$ 757.50
Public Schools, Elementary	15	75.0	$ 3,787.50
Public Schools Service Center	2	4.0	$ 202.00
Miscellaneous Public Recreational Uses	6	12.0	$ 606.00
Public Park	19	9.5	$ 479.75
Public Art Center, Museum	-	-	$ -
Public Recreational Water Facilities	-	-	$ -
Flood and Drainage Control	71	-	$ -
Rapid Transit, Bus etc	1	1.0	$ 50.50
Public Parking or Parking Lot Lease	9	4.5	$ 227.25
Vacant Government Property	5	2.5	$ 126.25
Exempt Properties			
Bifurcated Lots	63	-	$ -
Common Areas	57	-	$ -
Restricted/Limited Uses	33	-	$ -
Utility or Railroad Right of Ways	138	-	$ -
TOTALS	**14,766**	**20,589.0**	**$ 1,039,744.50**

ENCLOSURE 2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, CONFIRMING THE ESTABLISHMENT OF LOCALLY-CONTROLLED SEWER SERVICE CHARGES FOR THE CITY OF PICO RIVERA; ADOPTION OF THE ENGINEER'S REPORT PREPARED AND FILED IN CONNECTION WITH THE SEWER SERVICE CHARGES; AND ORDERING THE LEVY AND COLLECTION OF SEWER SERVICE CHARGES COMMENCING WITH FISCAL YEAR 2014/2015 – WITH NO CHANGE OR INCREASE IN RATES

WHEREAS, the Consolidated Sewer Maintenance District of the County of Los Angeles (the "CSMD") was formed by and under the jurisdiction of the Board of Supervisors of the County of Los Angeles pursuant to the provisions of Part 3, Division 7, of the California Streets and Highways Code; and

WHEREAS, on May 28, 2013, the City Council (the "City Council") of the City of Pico Rivera (the "City") adopted Resolution No. 6724, amending the January 22, 2013 Resolution No. 6703, requesting withdrawal of the territory known as the City of Pico Rivera from the CSMD of the County of Los Angeles; and

WHEREAS, on September 3, 2013, the Los Angeles County Board of Supervisors, upon conclusion of a public hearing, adopted a series of resolutions that in effect confirmed the exclusion of all territory within the City of Pico Rivera from the CSMD of the County of Los Angeles; and

WHEREAS, on March 25, 2014, the City Council adopted Resolution No. 6755, declaring its intention to establish and collect Sewer Service Charges on parcels within the City of Pico Rivera to pay for the operation, maintenance, servicing and capital improvements associated with the City's sewer system, and fixed 6:00 pm (or as soon thereafter as the matter may be heard) on Tuesday, May 27, 2014, at the regular meeting chambers of the City Council located at 6615 Passons Boulevard, Pico Rivera, California, as the time and place for a public hearing regarding the Sewer Service Charges; and

WHEREAS, transferring the responsibility for the operation, maintenance, servicing and capital improvements associated with the sewer system and appurtenant facilities within the City of Pico Rivera would ensure greater local control and accountability of local taxpayer funds, with no increase in rates; and

WHEREAS, the transfer of sewer system maintenance will ensure the highest standards of fiscal accountability and transparency for our residents and ensure that all funds collected are spent locally to protect Pico Rivera residents' health and safety; and

WHEREAS, the transfer of sewer system maintenance would simply ensure existing sewer maintenance funds are utilized locally; and

WHEREAS, the City Council hereby finds that the time and place for the public hearing was duly noticed by the mailing of a written notice of the public hearing to each of the property owners of record within the City and subject to the Sewer Service Charge in accordance with the provisions of the California Constitution, and posted in the time, form and manner required by law; and

WHEREAS, the public hearing was duly convened and the City Council thereupon proceeded with the public hearing and duly heard all interested persons desiring to be heard and duly considered all written protests submitted and oral testimony presented at the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The Engineer selected to assist the City with the establishment of the Sewer Service Charges has prepared and filed an Engineer's Report with the City Clerk in connection with the annual levy and collection of said charges commencing in Fiscal Year 2014/2015 (July 1, 2014 and ending June 30, 2015).

SECTION 3. The Sewer Service Charges as described in said Engineer's Report are consistent with the rate and method of apportionment previously approved and adopted by the Los Angeles County Board of Supervisors for the Consolidated Sewer Maintenance District and as such, the transition of the responsibility and authority to levy such charges to the City of Pico Rivera does not result in nor does it constitute a new or increased charge, fee or assessment under the provisions of the California Constitution.

SECTION 4. Based on the oral testimony presented at the hearing and the written protests submitted at the public hearing, the City Council finds that a majority protest does not exist regarding the transition of the Sewer Service Charges from the CSMD to the City of Pico Rivera, nor of the levy and collection of those charges by the City which will be collected on the property tax rolls commencing with Fiscal Year 2014/2015.

SECTION 5. The City Council hereby approves and confirms the establishment of the Sewer Service Charges for the City of Pico Rivera and withdrawal from the CSMD; the adoption and approval of the Engineer's Report prepared and filed.

SECTION 6. The City Council hereby orders the improvements, services and activities to be implemented and orders the levy and collection of the Sewer Service Charges as established by the Engineer's Report. Said charges shall be submitted to the Los Angeles County Auditor/Controller and the Auditor/Controller shall enter on the County rolls opposite each parcel the amount of charge established by the Engineer's Report, and such charges shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer and applied to an account specifically for the Sewer Service Charges.

SECTION 7. The adoption of this Resolution constitutes the establishment of the Sewer Service Charges for the City of Pico Rivera over and including all eligible parcels within the boundaries of the City of Pico Rivera; the establishment of the sewer charge rate of $50.50 per sewage unit; and the charges to be levied each fiscal year commencing with Fiscal Year 2014/2015, as described in the Engineer's Report and approved by this City Council.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the City Council's approval and confirmation of the Sewer Service Charges for the City of Pico Rivera, and the charges to be levied and collected on the county tax rolls commencing with Fiscal Year 2014/2015.

SECTION 9. City staff or their designee is hereby authorized and directed to file the levy of charges commencing with Fiscal Year 2014/2015 as approved, with the Los Angeles County Auditor/Controller.

SECTION 10. This resolution shall take effect from and after the date of its adoption.

ADOPTED AND APPROVED this _____ day of _____, 2014.

_____
Brent A. Tercero, Mayor

ATTEST:

_____
Anna M. Jerome, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY COUNCIL **MINUTES**

Tuesday, May, 2014

A Regular Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Tercero called the meeting to order at 6:00 p.m. on behalf of the City Council.

PRESENT: Archuleta, Armenta, Camacho, Salcido, Tercero
ABSENT: None

COMMISSIONERS PRESENT:
Esther Celiz, Planning Commission
Patricia Saucedo, Parks & Recreation Commission

INVOCATION: Councilmember Armenta

PLEDGE OF ALLEGIANCE: Planning Commissioner Celiz

SPECIAL PRESENTATIONS:

- Gold Line Light Rail - Metro
- Pico Rivera Donnas – JAMZ Competition Placement: Division 10, Gremlins - 1st place; Division 8, Mascots - 1st place; and Division 11, Jr. Pee Wee - 1st place
- National Public Works Week

PUBLIC HEARING(S):

1. **First Reading and Public Hearing – Ordinance for Zoning Code Amendment No. 171 to Allow Instructional Tasting of Beer, Wine and Distilled Spirits in Conjunction with Certain Qualified Off-Sale Retail Licensed Businesses.** (1300)

Mayor Tercero opened the public hearing and noted that there was not written communications to provide public testimony.

Oral Communications:

Rachel Finfer, representative of Ramirez Liquor Store:

- Addressed the City Council regarding Ramirez Liquor. She spoke of its history, the operations of the facility and the unique quality of products.

Mayor Tercero closed the public hearing.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to adopt Resolution No. 6759 approving Zone Code Amendment No. 171 and introduce Ordinance No. 1087 amending Title 18 of the City of Pico Rivera Municipal Code. Motion carries by the following roll call vote:

> Resolution No. 6759 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING PLANNING COMMISSION'S RECOMMENDATION TO ADOPT ZONE CODE AMENDMENT NO. 171 AMENDING TITLE 18 OF THE PICO RIVERA MUNICIPAL CODE ALLOWING THE ISSUANCE OF A TYPE-86 INSTRUCTIONAL TASTING ALCOHOL LICENSE TO CERTAIN EXISTING OFF-SALE ESTABLISHMENTS SUBJECT TO THE ISSUANCE OF A CONDITIONAL USE PERMIT
>
> Ordinance No. 1087 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 171 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE ALLOWING THE ISSUANCE OF A TYPE-86 INSTRUCTIONAL TASTING ALCOHOL LICENSE TO CERTAIN EXISTING OFF-SALE ESTABLISHMENTS SUBJECT TO THE ISSUANCE OF A CONDITIONAL USE PERMIT **(FIRST READING AND INTRODUCTION)**

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero
NOES: None

2. **Second Reading – Regional Water Quality Control Board – MS4 Permit Compliance – Public Hearing and Adoption of an Ordinance for the Low Impact Development Program.** (500)

Mayor Tercero opened the public hearing and noted that there was no written communications or public comment cards to provide public testimony.

Mayor Tercero closed the public hearing.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to: 1) Open the public hearing for the adoption of the ordinance amendment to the Pico Rivera Municipal Code Title 16 Chapter 16.04, "Storm Water and Urban Runoff Pollution Prevention; 2) Adopt Ordinance No. 1086, introduced on April 22, 2014; and 3) Order the City Clerk to file certified copies of Ordinance No. 1086 as required by law. Motion carries by the following roll call vote:

> Ordinance No. 1086 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PICO RIVERA MUNICIPAL CODE CHAPTER 16.04, STORM WATER AND URBAN RUNOFF POLLUTION PREVENTION **(SECOND READING AND ADOPTION)**

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero
NOES: None

1ST PERIOD OF PUBLIC COMMENT – AGENDA ITEMS ONLY: None.

CONSENT CALENDAR:

3. **Minutes:**
   - Approved City Council regular meeting of April 22, 2014; and
   - Approved City Council special meeting of May 5, 2014.
   - Received and Filed Planning Commission meeting of March 3, 2014

4. **Approved 18th Warrant Register of the 2013-2014 Fiscal Year.** (700)
   Check Numbers: 261586-261876
   Special Checks Numbers: None

5. **Landscaping and Lighting Assessment District No. 1 – Annual Renewal Consideration.** (700)

   1. Adopted Resolution No. 6760 initiating the Fiscal Year 2014-2015, Levy of Annual Assessment and ordering the preparation of the Engineer's Report for the Landscaping and Lighting Assessment District No. 1;
   2. Adopted Resolution No. 6761 preliminarily approving the Engineer's Report for the Fiscal Year 2014-2015, levy and collection of assessments

within the Landscaping and Lighting Assessment District No. 1 pursuant to the Landscaping and Lighting Act of 1972; and

3. Adopted Resolution No. 6762 declaring the City Council's intention to levy and collect the annual assessment within the Landscaping and Lighting Assessment District No. 1 for Fiscal Year 2014-2015, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15, of the California Streets and Highways Code, and setting June 10, 2014 as the date for the public hearing of objections thereto. Motion carries by the following roll call vote:

Resolution No. 6760 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, INITIATING PROCEEDINGS FOR ANNUAL LEVY OF ASSESSMENTS FOR PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2014-2015 AND ORDERING THE PREPARATION OF AN ENGINEERS REPORT PURSUANT TO PROVISIONS OF CALIFORNIA STREETS AND HIGHWAYS CODE DIVISION 15, PART 2

Resolution No. 6761 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, FOR PRELIMINARY APPROVAL OF TH ENGINEER'S ANNUAL LEVY REPORT REGARDING PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2014-15

Resolution No. 6762 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, CONFIRMING THE ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY ANNUAL ASSESSMENTS FOR FISCAL YEAR 2014-2015, PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1

6. **Paramount/Mines Landscape Maintenance Assessment District – Annual Renewal Consideration.** (700)

1. Adopted Resolution No. 6763 initiating the Fiscal Year 2014-2015 Levy of Annual Assessment and ordering the preparation of the Engineer's Report for the Paramount/Mines Landscape Maintenance Assessment District;
2. Adopted Resolution No. 6764 preliminarily approving the Engineer's Report for the Fiscal Year 2014-2015 levy and collection of assessments

within the Paramount/Mines Landscape Maintenance Assessment District pursuant to the Landscaping and Lighting Act of 1972; and

3. Adopted Resolution No. 6765 declaring the City Council's intention to levy and collect the annual assessment within the Paramount/Mines Landscape Maintenance Assessment District for Fiscal Year 2014-2015 pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15, of the California Streets and Highways Code, and setting June 10, 2014 as the date for the public hearing of objections thereto.

Resolution No. 6763 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, INITIATING THE FISCAL YEAR 2014-2015 LEVY OF ANNUAL ASSESSMENT AND ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR THE PARAMOUNT/MINES LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT

Resolution No. 6764 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, FOR PRELIMINARY APPROVAL OF THE ENGINEER'S ANNUAL LEVY REPORT REGARDING PICO RIVERA LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 1; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2014-2015

Resolution No. 6765 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENT WITHIN THE PARAMOUNT/MINES LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2014-2015 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15, OF THE CALIFORNIA STREETS AND HIGHWAYS CODE, AND SETTING THE TIME AND PLACE OF THE HEARING ON OBJECTIONS THERETO

7. **Approval of $30,000 in Proposition A Funds to Support the Gold Line Eastside Transit Corridor Phase 2 Extension.** (700)

1. Approved $30,000 in Proposition A funds in support of the Gold Line Washington Boulevard light rail alignment.

8. **Sanitary Sewer Main Maintenance Services, Sewer Lift Station Maintenance Services, and On-Call Emergency Water and Sewer Main Repairs – Award of Agreements.** (500)

    1. Awarded a 3-year agreement in the amount of $515,790 to Empire Pipe Cleaning & Equipment, Inc., commencing July 1, 2014, with the option of three (3) 1-year extensions to manage the immediate and long term maintenance of the City sewer mains an manholes, and authorize the Mayor to execute an agreement in a form approved by the City Attorney;
    2. Awarded a 3-year agreement in the amount of $258,390 to DownStream Services, Inc., commencing July 1, 2014, with the option of three (3) 1-year extensions to manage the immediate and long term operation and maintenance of the three (3) sewer lift stations in the City sewer system, and authorize the Mayor to execute an agreement in a form approved by the City Attorney; and
    3. Awarded 2-year agreements, in the amount of $200,000 each to Williams Pipeline Contractors and MNR Engineering Contractors, commencing July 1, 2014, with the option of one (1) 1-year extension for on-call emergency water and sewer main repairs, and authorize the Mayor to execute the contracts in a form approved by the City Attorney.

    Agreement No. 14-1483 Agreement No. 14-1484 Agreement No. 14-1485 Agreement No. 14-1486

9. **Equipment Purchase – Lane Striper for Public Works Department, Streets Division.** (700)

    1. Approved the purchase of a Graco RoadLazer Lane Striper, with paint gun kit and trailer, in the amount of $43,895 from Statewide Traffic Safety & Signs.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to approve Consent Calendar Items No. 3 through 9. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero
NOES: None (Mayor Tercero voted "No" on Item No. 8)

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None.

LEGISLATION: None.

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

Councilmember Camacho reported on his attendance at the SEAACA meeting in which the increase of administrative fees was discussed and approved. He stated that the City will be contributing $20,000 a year in administrative fees for the next three years.

Mayor Tercero reported on his attendance at the Gateway Cities meeting in which an air quality report was discussed that provided information on the impact of air quality in the Gateway Cities. He stated that although the air quality is improving there are still challenges that lie ahead.

NEW BUSINESS:

Councilmember Armenta requested that the Ad Hoc Transportation Committee consisting of Mayor Tercero and Councilmember Camacho investigate the recent issues with the Bus Transportation Company. Mayor Tercero conceded to allow Councilmember Armenta to fill his seat in the Ad Hoc Transportation Committee for this matter only.

Councilmember Archuleta mentioned issues with shopping carts left in the street and the burden placed on the public works staff to remove them for safety purposes. Councilmember Armenta suggested that the City run a campaign in the City's *Profile* and with the local markets/stores indicating that it is a crime to take/steal shopping carts from stores.

Recessed to Housing Assistance Agency at 6:49 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Housing Assistance Agency at 6:50 p.m.

ALL MEMBERS WERE PRESENT

2ND PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY-RELATED BUSINESS:

Roberta Torres, Frank McNemar and Ramona Lopez:

- Addressed the City Council regarding their concerns with the Metro Gold Line coming through the City and requested that more information and communication be given to the residents when Gold Line meetings are held.

Leticia Reyes and Virginia Aguirre:

- Addressed the City Council regarding employee issues.

Recessed to Closed Session at 7:15 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Closed Session at 8:11 p.m.

ALL MEMBERS WERE PRESENT

CLOSED SESSION:

a. **PUBLIC EMPLOYMENT**
Pursuant to Government Code Section 54957
Title: City Manager

City Attorney Alvarez-Glasman reported that direction was provided, no final action was taken and that there was nothing further to report.

ADJOURNMENT:

Mayor Tercero adjourned the City Council meeting at 8:12 p.m. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero
NOES: None

Brent A. Tercero, Mayor

ATTEST:

Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated May 13, 2014 and approved by the City Council on May 27, 2014.

Anna M. Jerome, City Clerk

Approved as submitted
May 5, 2014

PLANNING COMMISSION — MINUTES

Monday, April 7, 2014

A regular meeting of the Planning Commission was called to order by Chairperson Garcia at 6:00 p.m., in the City Hall Council Chambers, 6615 Passons Boulevard, Pico Rivera, CA.

STAFF PRESENT:
Ben Martinez, Director
Julia Gonzalez, Deputy Director
Guille Aguilar, Senior Planner
John Lam, City Attorney

ROLL CALL:

PRESENT: Commissioners Celiz, Elisaldez, Garcia, Gomez, Zermeno

ABSENT: None.

FLAG SALUTE: Led by Commissioner Celiz

APPROVAL OF MINUTES:

March 3, 2014

Motion to approve the minutes was made by Commissioner Elisaldez and seconded by Commissioner Celiz:

AYES:	Celiz, Elisaldez, Garcia, Gomez, Zermeno
NOES:	None
ABSTAIN:	None
ABSENT:	None

PUBLIC HEARING:

CONTINUED PUBLIC HEARING - ZONING CODE AMENDMENT NO. 171 TO ALLOW INSTRUCTIONAL TASTINGS OF BEER, WINE AND DISTILLED SPIRITS IN CONJUNCTION WITH CERTAIN QUALIFIED OFF-SALE RETAIL LICENSED BUSINESSES

Project Planner: Guille Aguilar
Senior Planner

Senior Planner Aguilar presented the staff report. Alejandro Ramirez, owner of Ramirez Liquor, initiated this code amendment so that he can offer instructional tasting events via a type 86 alcohol license from the Department of Alcoholic Beverage Control. Staff's recommendation was to adopt a resolution recommending City Council of a code amendment which will allow instructional tastings of beer, wine and distilled spirits.

Senior Planner Aguilar explained some of the state's regulations over instructional tasting events. The state only allows type 86 licenses to be issued to warehouse clubs, liquor stores, markets, and some convenience stores. It does not allow them at gas stations, unless the gas station has a retail sales area of 10,000 sq. ft. or larger. The tasting events must be conducted by the beverage manufacturer. There must be a temporary separation of the tasting area while the event is taking place. There is a limit of one event per day and only one type of alcohol may be served. The hours of the events may run from 10 a.m. to 9 p.m. There is to be no charge for the tastings. Beer is limited to eight ounces per person, per day, and wine and distilled spirits are limited to three tastings per day, with one tasting of distilled spirits being one fourth of an ounce, and one serving of wine being one ounce.

Senior Planner Aguilar then explained some of the past research completed by staff. Three law enforcement stations for three cities that conduct these instructional tasting events were contacted. None of the three businesses have had any law enforcement issues. In regards to monitoring, Senior Planner Aguilar explained there is a one-time inspection at the time of the application. Inspections run only on a complaint basis once the license is issued. With regards to marketing, Senior Planner Aguilar explained that the purchase price of the alcohol being served in the event cannot be included in the advertisement. Both the business and the beverage manufacturer can do the advertising of the event. There are no geographic restrictions of where the advertising can be marketed to.

Senior Planner Aguilar explained that Ramirez Liquor has not had any alcohol-related calls for service since it began operation in 2013. There was only one call for service which was in regards to a dispute outside the store. However, the Sheriff's Station is concerned with the tastings being offered free of charge, potential attraction to panhandlers and crowds, and the frequency of the events. Crime reports for the Boyle Heights Ramirez Liquor location was requested from the Hollenbeck Station, but was never received. Crime rates of the previous liquor store at the current Ramirez Liquor's Pico Rivera location, Slauson Liquor and Market from 2007 to 2011. From 2009 to 2011, two service calls were received. One for potential credit card fraud and one for a

person being under the influence.

As requested by the Commission, Ramirez Liquor turned in a potential vendors list that was requested by the Commission. The list included 12 vendors, which included one winery, two breweries, and several distilled spirits importers and beer distributors.

Staff's recommendation is to allow instructional tasting events subject to a conditional use permit. The CUP would only be issued to supermarkets that are larger than 12,500 sq. ft., or to liquor store businesses which have a minimum of 95 percent alcohol sales or greater. The business must also be in operation for a minimum of one year. If there have been any calls for service, staff would evaluate the calls for any issues. The stores must also be in good standing with ABC, and cannot be in an over proliferated census tract. They cannot be in an area with high crime, which will be determined by the Sheriff's station. The businesses will be limited to three tasting events per week, and City staff has the discretion of requiring a parking analysis or parking improvements. There cannot be any music or entertainment.

Commissioner Celiz asked how many alcohol serving places would register the census tract's over proliferation.

Senior Planner Aguilar responded that alcohol serving businesses would be a liquor store, and in the census tract there is only one, Ramirez Liquor. For restaurants or bars, a maximum of three are allowed, and in that census tract there is zero.

Commissioner Celiz asked how far the census tract covers.

Senior Planner Aguilar responded that the tract covers from Passons on the east, Slauson on the south, Washington to the north, and the river is the east boundary.

City Attorney John Lam responded that the census tracts are created by the federal government and they try to create the tracts to round up the same number of population for each tract.

Commissioner Celiz stated that when she goes to this area to go to the Pollo Loco, there is always trucks that take up to four parking spaces of the liquor store. Commissioner Celiz also expressed concern with insufficient parking at center where Ramirez Liquor is located and also stated that the exit onto Slauson Avenue is dangerous area.

Commissioner Elisaldez asked if the liquor store only had access to deliveries in the front.

Alejandro Ramirez, the applicant stated that yes, there is only access for deliveries in the front.

Commissioner Zermeno asked if the deliveries are done in the mornings.

Alejandro Ramirez responded that yes, deliveries are done in the mornings, and if this becomes a concern, they can narrow the deliveries down to a specific time.

Mr. Ramirez stated that since the deliveries are done in the a.m., the tastings would be done in the afternoon.

Commissioner Elisaldez asked if the deliveries have been a problem since Ramirez Liquor has been at this location.

Mr. Ramirez responded that the deliveries have not been a problem since deliveries are in the morning and the peak hours of the surrounding stores in the center are during lunch time and in the evening hours. The original delivery time was initially 7 a.m. and was changed to 10 a.m. because Ramirez Liquor does not open until 10 a.m.

Commissioner Gomez asked if anyone over the age of 21 could walk in and taste.

Elizabeth Peterson, the applicant's consultant, stated that the tasting is in a limited area. The maximum number of people that could taste at one time would be approximately 20 people.

Commissioner Gomez asked if they would be set up as a type of class.

Ms. Peterson replied that the tastings are very educational. The vendors, which conduct the tastings, talk about what goes into their product and how it feels on the palate and are very informative.

Commissioner Garcia asked who is going to determine if a potential customer has had too much to drink.

Ms. Peterson responded that all the employees are trained in service and in looking at a potential customer. They are trained by ABC, and Ramirez Liquor also provides in-house training to their employees.

Commissioner Garcia asked Senior Planner Aguilar if any gas stations in Pico Rivera meet the criteria to conduct tasting events.

Senior Planner Aguilar replied that the draft ordinance prohibits these types of events at any gas station within our City.

Commissioner Garcia asked if there is any potential for the City to be liable in allowing these types of tastings.

City Attorney Lam responded that there is no City liability for issuing these permits.

Commissioner Elisaldez stated that the two recommendations for the Soto Street store are coming from two catholic schools. These two endorsements show this is a good business. This store will bring a new dynamic to the City.

Commissioner Garcia asked how many tasting events would be permitted per year.

Senior Planner responded that up to three events per week would be allowed.

Commissioner Garcia asked the applicant about his business plan for the number and frequency of events.

Mr. Ramirez responded that they are looking to have the events on weekends, typically on Fridays and Saturdays.

There being no further questions, it was motioned by Commissioner Elisaldez, seconded by Commissioner Zermeno to close the public hearing.

It was then motioned to recommend the approval of zone code by Commissioner Zermeno, seconded by Commissioner Elisaldez.

Motioned carried by the following roll call vote:

AYES:	Commissioners Celiz, Elisaldez, Garcia, Gomez, Zermeno
NOES:	None
ABSTAIN:	None
ABSENT:	None

Chairperson Garcia asked for the record, if the applicant accepted the terms as discussed.

City Attorney John Lam clarified that the applicant wasn't applying for the CUP application, this is for the zone change and at some time they would need to come back for the actual CUP.

PUBLIC COMMENTS – NON-AGENDA ITEMS: None.

NEW BUSINESS:

a.) REVIEW OF HEDGE, WALL AND FENCE REGULATIONS AS THEY PERTAIN TO INDUSTRIAL ZONED PROPERTIES

Project Planner: Lina Chung
Planning Intern

Planning Intern Lina Chung presented the staff report. Staff would like to conduct further research to initiate a zone code amendment to revise current hedge, wall, and fence regulations.

The current regulation for height restrictions for hedges states that hedges located behind the front yard building setback are restricted in height to six feet. Staff would like to review hedge height restrictions to allow owners to experience greater privacy that will not detract from neighborhood aesthetics or quality of life.

Current wall regulations state the commercial and industrial zoned properties next to residential neighborhoods where an alley intervenes are required to construct a six feet solid masonry wall. Staff is recommending to restrict the construction of the wall to the commercial/industrial side only. This will restrict sole responsibility of maintaining the wall to the commercial property owners.

The current height restrictions for fences in industrial zones are restricted to six feet in height. Staff will research an appropriate height increase that will enhance privacy and security for industrial zoned properties, but will not detract from driver visibility.

There being no questions, it was motioned by Commissioner Celiz, seconded by Commissioner Gomez to recommend staff revise the hedge, wall and fence regulations as they pertain to industrial zoned properties.

Motioned carried by the following roll call vote:

AYES:	Commissioners Celiz, Elisaldez, Garcia, Gomez, Zermeno
NOES:	None
ABSTAIN:	None
ABSENT:	None

b.) INITIATE A GENERAL PLAN AMENDMENT TO AMEND STREET WIDTHS FOR THE DURFEE AVENUE CORRIDOR

Deputy Director Julia Gonzalez presented the staff report. The City of Pico Rivera was awarded $78.4 million for a grade separated underpass for Union Pacific railroad track on Durfee Avenue, between Beverly Road and Whittier Boulevard. The funds were awarded by the Alameda Corridor-East Construction Authority (ACE) which was created by the San Gabriel Council of Governments. The project is currently in preliminary engineering and design stages. The purpose of the project is for safety and to improve traffic.

The General Plan dictates the street widths, but due to the current design phase of this project, ACE is asking the City to show the preferable outcome of street widths. This is the reason staff is requesting the amendment to the General Plan.

Commissioner Elisaldez asked how the street widths affect any of the business owners or homeowners.

Deputy Director Gonzalez responded that there will be some property takings in order to widen the street widths. This is currently in the preliminary stages.

Commissioner Elisaldez asked how many homes are targeted or how much property will be taken.

Director Martinez replied that no homes will be impacted. However, none of this has been finalized, it is still in the design phase. Director Martinez stated the project will only acquire property as needed for the project.

Commissioner Zermeno asked if this will be an overpass or underpass.

Deputy Director Gonzalez responded this will be an underpass.

Commissioner Zermeno stated some of the businesses near this area are currently empty buildings.

Director Martinez stated no acquisitions have been finalized.

Deputy Director Gonzalez stated that commencement is estimated for mid 2016.

Director Martinez stated we should hear about the final acquisition plan in the coming year.

Commissioner Celiz stated that at the Passons Underpass Project they saved businesses and beautified the area.

Commissioner Elisaldez stated that due to staff's due diligence, the City was awarded the funding.

It was then motioned by Commissioner Celiz, seconded by Commissioner Elisaldez to initiate a General Plan Amendment to review that appropriateness of the street widths within the Durfee Avenue Corridor.

Motioned carried by the following roll call vote:

AYES: Commissioners Celiz, Elisaldez, Garcia, Gomez, Zermeno
NOES: None
ABSTAIN: None
ABSENT: None

CONTINUED/OLD BUSINESS: None.

PLANNING COMMISSION REPORTS:

PLANNING COMMISSION REPRESENTATIVE TO THE CITY COUNCIL MEETING OF Tuesday, April 8, 2014 - Commissioner Gomez confirmed his attendance.

Chairperson Garcia stated he has seen graffiti popping up throughout the City. Chairperson Garcia is requesting the graffiti hotline number.

Director Martinez stated staff will forward the number to all Commissioners and will let Public Works staff know to keep an eye out for the graffiti throughout the south side of the City.

Commissioner Zermeno asked when the Norm's opening would take place.

Director Martinez responded that Norm's will have a grand opening towards late May. They will put together an event where some public officials will attend and help staff train.

Commissioner Gomez asked if he could receive the City Manager's report.

Director Martinez stated we will provide the report to the Planning Commissioners.

There being no further business the Planning Commission meeting was adjourned at 6:43 p.m.

Ruben L. Garcia, Chairperson

ATTEST:

Benjamin A. Martinez, Secretary
Planning Commission
Director of Community and Economic Development

PARKS & RECREATION COMMISSION — MINUTES

Thursday, March 13, 2014

A Regular Meeting was held in the Parks & Recreation Community Room, 6767 Passons Blvd., Pico Rivera, California. Chair Cruz called the meeting to order at 6:00 p.m.

PRESENT: Carlos Cruz, John Garcia, Joseph Palombi, Pat Saucedo, Rod Torres

ABSENT: None

ELECTION OF CHAIR AND VICE CHAIR – Director González called for the nominations for the Office of Chair. Commissioner Saucedo was nominated by Commissioner Torres and seconded by Commissioner Palombi. Noting no further names, the nomination period was closed. Commissioner Saucedo was nominated and selected to serve as Chair on the Parks and Recreation Commission pursuant to a 5-0 vote.

AYES: Cruz, Garcia, Palombi, Saucedo, Torres
NOES: None

Newly appointed Chair Saucedo called for the nominations for the Office of Vice Chair. Commissioner Torres was nominated by Commissioner Palombi. Noting no further names, the nomination period was closed. Commissioner Torres was nominated and selected to serve as Vice Chair on the Parks and Recreation Commission pursuant to a 5-0 vote.

AYES: Cruz, Garcia, Palombi, Saucedo, Torres
NOES: None

APPROVAL OF MINUTES: A motion was made by Commissioner Palombi and seconded by Vice Chair Torres and carried on roll call vote to approve the Minutes of October 10, 2013.

PUBLIC COMMENTS: No public comments.

AGENDA ITEMS:

1. **NEW BUSINESS:**
   a) Outgoing Chairman Presentation – Service plaque was presented to Commissioner Cruz for his term and service as Chair of the Parks and Recreation Commission in 2013 by Director González. Commissioner Cruz thanked the Commission and the Department for their support.
   Commissioner Garcia thanked Commissioner Cruz for his leadership through a challenging year for the City of Pico Rivera and the Department of Parks and Recreation.

Commissioner Palombi thanked Commissioner Cruz for his guidance and leadership during his term as Chair.

b) Proposed Parks & Recreation Commission Goals 2014 – This item was pushed to the next commission meeting for further discussion. Director González asked the Commission to review and be ready to discuss for the next commission meeting.

c) Aquatics/Sports Program Presentation – Item was moved from Department Information. Supervisor Chacon and Coordinator Diaz provided the commission with a presentation on the Aquatics Division and the Sports Program. Coordinator Diaz provided an overview of the sports programming and equipment the department has to offer the residents of Pico Rivera. Supervisor Chacon provided an overview of the Aquatics programming the department has to offer. Supervisor Chacon is a certified National Youth Sports Administrator and a certified National Aquatics Facility Operator. Coordinator Diaz is a certified National Youth Sports Administrator.

Vice Chair Torres asked what would the fees be to reserve the Smith Park Pool for a recognized sports league. Supervisor Chacon stated that it would consist of a staffing fee of $20.00 per lifeguard and a participant's fee of $1.50 per swimmer.

Commissioner Garcia stated he is very proud of the Parks and Recreation Department, which offers excellent programming for the residents at top notch facilities with great professional administrators.

d) Director Gonzalez welcomed Chair Saucedo to the Parks and Recreation Commission. Chair Saucedo introduced herself to the Parks and Recreation Commission.

2. OLD BUSINESS:

a) Holiday Home Decorating Contest Results – Recreation Manager announced the 2013 Holiday Home Decorating Contest winners. Certificates were presented to those winners in attendance.

b) Parking at Streamland Park – Deputy Director Rico spoke on the parking lot concern which was brought forth last year during a commission meeting by a commissioner. Deputy Director Rico stated that he spoke with the owner of the property adjacent to Streamland Park and stated that the owner has granted permission to the Pico Boys Baseball league to utilize 20 parking stalls on his property to relieve the league's ongoing parking issue.

Commissioner Palombi thanked Deputy Director Rico for providing the commission with an update and his dedicated efforts on this issue.

c) Athletic Facilities Resolution – Director González provided the commission with the details and final outcome of the Athletic Facilities Public Hearing in October 2013.

Athletic Facilities Resolution No. 6743 was adopted in December 2013 by City Council. The following changes were made and accepted by City Council.

- Increased residency rate requirement from 60 percent to 66.6 percent; and
- Established 50 percent off-season residency requirement.

Copy of the resolution was provided to the Commission.

Commissioner Garcia asked for the process confirmation. Director González answered that the resolution was initially discussed and reviewed by the sports leagues, it then continued to the commission for a public hearing discussion, it then proceeded to the Ad-Hoc Committee for final discussions and finally presented to City Council for discussion and approval.

Chair Saucedo asked if the sports leagues are adhering to the resolution. Director González answered that the resolution is newly instated and that the baseball organizations will be the first to be working under the new direction of the resolution so a confirmed answer cannot be provided at this time. She continued to state that any issues, concerns, and updates will be provided to the commission during the commission meetings.

3. **ORGANIZATION RECOGNITION REVIEW** – Deputy Director Rico presented the following organization for recognition to come before the Parks and Recreation Commission.

- Grupo Renacer De AA – President of the organization, Eddy Hernandez presented an overview of their organization to the commission. The organization requests Department facilities on an annual basis for an anniversary event.

  Commissioner Garcia asked how often the organization meets. President Hernandez responded that they meet on a daily basis at their home location and utilize Smith Park on an annual basis.

  Director González asked what the date of their annual event was and if a Facility Use Application already was submitted. President Hernandez stated Saturday, March 15, 2014. Deputy Director Rico stated that the application was submitted and that they are currently waiting on recognition approval for the facility fees to be waived.

  Chair Saucedo asked how long have they been in the City of Pico Rivera and if they follow the 12 steps. President Hernandez answered that they have been in the City 36 years and that they do follow the 12 step program process.

Commissioner Palombi asked if there was a fee assessed to the event attendees. President Hernandez stated that the event was free to all attendees.

A motion was made by Commissioner Palombi and seconded by Vice Chair Torres and carried on roll call vote to recognize Grupo Renacer De AA as a Recognized Community Organization of the City of Pico Rivera.

Deputy Director Rico announced that a future discussion will need to take place in regards to limiting the number of same type of organizations to be recognized. Director González asked that the commission bring this topic for discussion during the next commission meeting due to its importance to the Department. Commission approved the item being placed on April's Commission meeting agenda.

4. DIRECTOR'S REPORT

a) Upcoming Events – Recreation Manager introduced the following upcoming events:

1.	Smith Park Pony Baseball Opening Day	March 22, 2014 @ Smith Park
2.	Rivera Baseball Association Opening Day	March 22, 2014 @ Rivera Park
3.	CSO Quarterly Meeting	April 2, 2014 @ Recreation Building
4.	Earth Day	April 5, 2014 @ Mines Library
5.	Easter Eggstravaganza	April 12, 2014 @ Pico Park

Commissioner Palombi asked for the times of the sports league opening days. Director González answered that a follow up email will be sent to the commission with the details for those events.

b) Project Updates – Deputy Director Rico state the following:

Rio Vista Park:

- Final stages of completion
- Contractor has vacated the park and making his final repairs.
- Removed the wood chips from the playground and replaced them with rubber mulch.

Smith Park:

- Fence has been removed.
- Park and Stadium are accessible to the public with the exception of the playing fields.
- Public Works department staff and Recreation staff are preparing the fields for Opening Day.

- Concession stands will be fully operational by Wednesday.
- Adding the amenities that were removed from the original plan back to the area between the Gazebo and the Skate Park. With that said, the department is hoping that it will alleviate the issue with the park goers utilizing the gazebo as a walk thru to the skate park area and creating a safety hazard.

Vice Chair Torres asked if there are any limitations as to what is allowed and not allowed at the park and stadium. Deputy Director Rico stated that currently there are no limitations. Deputy Director Rico advised that any sports league requesting to use outside vendors will need to go through a process, which includes the vendor having all health permits, vendor must adhere to all LA County Health Department regulations, vendor must be covered under the sports organization's liability insurance, they must have a business license (if selling) and provide the City proof of all requirements. A taco man is allowed without all the requirements of an outside vendor as long as they are not selling.

Rivera Park:

- City staff currently working on the task list.
- Some of the amenities that were removed from the original master plan will be included in the 14-15 fiscal years' budget to be added to the park.

Commissioner Garcia asked if there is a timeframe as to when those items will be added to the parks. Deputy Director Rico stated that no time frame can be provided at this time because it all depends on getting the funds needed to purchase the items. Commissioner Garcia also asked if there were any outstanding park issues that the commission needs to be aware of. Deputy Director Rico stated there are no outstanding issues that he is aware of. Most of the items on the task list have been resolved or are being worked on but the park sports league is up to date on the status of those items.

Director González also stated that items such as trash cans and benches, which were initially taken out of the plan, may be added back into the park in the next fiscal year. She also commented that new hydroponically grown sod is being put in at Rivera Park.

Director González announced that there was a fire in the men's restroom at Rio Vista Park yesterday afternoon. Sheriff's department came out to take the report and Rio Vista Elementary school Principal was also notified. She stated that they are looking into increasing the Sheriff's patrol on Wednesday's and also installing a new security camera system.

Deputy Director Rico announced that Sheriff's Deputy Reynoso is no longer the Park Deputy. New Park Deputy is Deputy Lucero. Commissioner Palombi asked if there was only one deputy assigned to the parks. Deputy Director Rico answered that Deputy Lucero is the full-time Park Deputy but there are other deputies who will be assigned to sub in for Deputy Lucero depending on the day of the week.

c) Department Information – Recreation management explained the following:

1. Aquatics/Sports Program Presentation – Item was moved to New Business

2. Joint Use Agreement with ERUSD – Director González reminded the commission that the joint use agreement with the El Rancho Unified School District was approved last year. The first Joint Use Quarterly Committee meeting is scheduled for next Wednesday. End result of the meeting will be shared with the commission at the next commission meeting.

3. KaBOOM! – Manager Manor announced that the Department in a joint use effort with the El Rancho Unified School District successfully built a playground at the Pio Pico School on February 13, 2014. She continued to state that the playground will be officially opened to the public on Monday, March 17th. A few items are still pending repair. A meeting with the school Superintendent and the residents took place last week to clarify miss understandings.

4. Trees for the Golden State Project – Deputy Director Rico reported that on Saturday, February 8th, the City along with resident volunteers came out to plant 180 trees through-out the Northern side of the City. A total of 2,000 trees will be planted through-out the City all in part of a Cal-Fire Grant the City received.

5. CPRS Conference – Director González reported that the department full-time staff and she all attended the Annual California Parks and Recreation Society Conference in Ontario. This conference was a 3-day event filled with great break-out sessions, excellent speakers, and an expo. She continued to state that the department was able to purchase the following items: a play system for Pico Park, a merry go round for Pico Park, a concrete ping pong table for the Senior Center, and a bench for the Senior Center.

5. COMMISSIONER'S REPORTS

Director González provided the commissioners with a list of City Facilities and asked that each commissioner provide two facilities in which they would be responsible to report on at each meeting.

Commissioner Garcia - The Golf Course and Rivera Park
Chair Saucedo – Rivera Park and the Senior Center
Vice Chair – Rio Vista Park and Smith Park
Commissioner Cruz – Senior Center and Streamland Park
Commissioner Palombi – Pico Park, Rio Hondo Park, and Streamland Park

Chair Saucedo asked what the procedures were when a scheduled commissioner is not able to attend a City Council meeting. Director González answered to contact the Department Secretary, Cynthia Ayala, and notify her of your absence. Secretary Ayala will then find a sub.

Torres:

- Gave kudos to the Smith Park office staff, Robert Moreno and Lisa Muñoz, for always being so helpful.
- Asked when the home run fences will be installed, being that Smith Park Pony Opening Day is March 22nd and their games are on the 24th. Deputy Director Rico answered that the fences will be installed Monday, March 24th. The fences may or may not be installed before the league's games.
- Reported that there are cars parking near the gazebo at Smith Park and asked if the Department is thinking of placing removable posts to avoid cars going near the gazebo area. Deputy Director Rico stated that the Fire Department will not allow those posts to be placed.
- Asked if and when the Department was going to install the gate to the entrance of the stadium to close it off. Deputy Director Rico stated that the gate will not be closed. He continued to state that the stadium will be open to the public during the period that it is not reserved to a user group. Vice Chair Torres expressed his concern in opening up the stadium for public use.
- Asked if the Department has reached out to the El Rancho High School to utilize the stadium for games and practices. Deputy Director Rico stated that they have approached the High School but have not heard a response back. This item will be discussed during the first Joint Use Quarterly Meeting.

Garcia:

- Gave kudos to the Golf Course staff for their management of the facility. He continued to state that the Golf Course has made a major improvement in the last 18 months. He would like to recognize the Golf Course management team and staff. Director González stated

that she would look into recognizing the Golf Course team and presenting them with a plaque at a future commission meeting.

Palombi:

- Attended the Boxing event in January and expressed his appreciation for an event well planned. He gave kudos to Efrain Lee for his efforts and his special events team.
- Expressed his appreciation for all the Department and City staff for their dedication in making the City of Pico Rivera a great and beautiful City.
- Stated that he had the opportunity to meet the Chief of staff at Cal State Long Beach, Jose Gomez, and commented that there were more applicants from Pico Rivera for this upcoming Fall School semester than any other City within the Los Angeles County. With that said, he asked if the Parks and Recreation Department offers programming for students in preparing them for the SAT exams. Manager Manor commented that currently we don't but that the Contract Class division is looking into adding more educational and tutoring programming in the near future. She continued to state that they are also looking into transforming the recreational summer camp into more education specific topics such as a science camp, math camp, sports camp, etc.

Cruz:

- Expressed that the Pico Rivera Library is now open and looking beautiful. He asked if the City is looking into partnering up with the Library to offer programming. Recreation Manager stated that the Library is offering a lot of similar programming as the Department but at no cost. She continued to state that the Department has provided the Senior Center and Teen Center participants a tour of the new Library.

Saucedo:

- Nothing to report.

ANNOUNCEMENTS – Director González announced that the Spring Recreation Guide came out today. She asked the commission to assist in advertising the "We Are PR" Campaign and submit pictures to the department to publish in future Recreation Guides.

Director Gonzalez also announced that her one year anniversary with the City will be next week. She expressed her appreciation to staff and to the commission for the continued support.

Deputy Director Rico announced that Director González is the newest member of the Pio Pico Woman's Club as of yesterday.

ADJOURNMENT:

The Parks & Recreation Commission meeting was adjourned at 7:36 p.m. There being no objection it was so ordered.

Pat Saucedo, Chair
Parks & Recreation Commission

Sandra J. González, Secretary
Director of Parks & Recreation

19th WARRANT REGISTER OF THE 2013-2014 FISCAL YEAR

MEETING DATE:	**05/27/14**
TOTAL REGISTER AMOUNT:	**$1,597,164.01**
CHECK NUMBERS:	**261877-262050**
SPECIAL CHECK NUMBERS:	

REGULAR CHECK TOTAL:	**$1,597,164.01**
SPECIAL CHECK TOTAL:	
TOTAL REGISTER AMOUNT:	**$1,597,164.01**

3

PAYROLL REGISTER P/P 05/02/14 - 05/16/14

Pay Date: 05/22/14

VOID ACH CKS	
	-
VOID CKS	
	-
Scrap:	
389476	
389531	
SPECIAL CKS	
	-
CKS	
389477 - 389530	38,459.25
	38,459.25
ACH	
389532 - 389728	242,578.65
	242,578.65
TOTAL	281,037.90

CITY COUNCIL **AGENDA REPORT**

To: Mayor and City Council

From: City Manager

Meeting Date: May 27, 2014

Subject: SECOND READING – ADOPTION OF ORDINANCE NO. 1087 FOR ZONING CODE AMENDMENT NO. 171 TO ALLOW INSTRUCTIONAL TASTINGS OF BEER, WINE AND DISTILLED SPIRITS IN CONJUNCTION WITH CERTAIN QUALIFIED OFF-SALE RETAIL LICENSED BUSINESSES

Recommendation:

Adopt Ordinance 1087 approving Zoning Code Amendment No. 171.

Fiscal Impact: No impact.

Discussion:

At the meeting of May 13, 2014, the City Council introduced Ordinance No. 1087 for Zoning Code amendment No. 171 amending Chapter 18 (Zoning) of the Pico Rivera Municipal Code pertaining to regulations for instructional tastings in conjunction with certain qualified and properly licensed retail businesses.

Ordinance No. 1087 will become effective 30 days from its adoption.

Ronald Bates

RB:BM:JG:ll

Attachments: Ordinance No. 1087

ORDINANCE NO. 1087

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING ZONE CODE AMENDMENT NO. 171 AMENDING TITLE 18 (ZONING) OF THE PICO RIVERA MUNICIPAL CODE ALLOWING THE ISSUANCE OF A TYPE-86 INSTRUCTIONAL TASTING ALCOHOL LICENSE TO CERTAIN EXISTING OFF-SALE ESTABLISHMENTS SUBJECT TO THE ISSUANCE OF A CONDITIONAL USE PERMIT

THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES ORDAIN AS FOLLOWS:

SECTION 1. The official Zoning Ordinance of the City of Pico Rivera is hereby amended as provided in this Ordinance pursuant to public hearings both before the Planning Commission and City Council.

SECTION 2. Pursuant to the State of California Public Resources Code and State Guidelines for the California Environmental Quality Act (CEQA), the City Council finds that there is no possibility that the project will have a significant effect on the environment and as a result, no further CEQA review is necessary. This determination is in accordance with Section 15061 (b)(3) of the CEQA Guidelines that states, a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 3. The City Council finds that the amendment to the Zoning Code is consistent with the goals and policies in the General Plan in that the inclusion of instructional tasting as a conditionally permitted secondary use in conjunction with certain business establishments in commercial zoned districts will encourage diverse economic and social opportunities in the City and also allow for the development of commercial uses which complement rather than duplicate other uses in the area. The inclusion of various regulations will ensure that effective buffer areas are provided so as to prevent the creation of nuisances resulting from the permitting of instructional tasting events.

SECTION 4. The City Council further finds that the proposed amendment is consistent with the spirit and integrity of the Municipal Code as to the intent of Chapter 18.40 to classify, condition, regulate and limit allowable uses of land.

SECTION 5. Charts D and E of Chapter 18.40.040 of Title 18 of the Pico Rivera Municipal code is hereby amended as follows:

Table 18.40.040
LAND USE CHART

	Land Use	Zone					
D.	**Commercial Uses*** (Every permitted use of land shall be conducted within an entirely enclosed building except as otherwise designated below.)	**P-A**	**C-M**	**C-N**	**C-C**	**C-G**	**CPD**
1.	Adult uses		60				
2.	Animal hospitals		20, 23, 55, 57		20, 23, 55, 57	20, 23, 55, 57	
3.	Antique shops				12, 20, 27, 55, 57	12, 20, 27, 55, 57	1, 12, 27, 55, 57
4.	Appliance sales, rentals, repairs, service		20, 28, 55				
5.	Automotive related sales and installation		2		2	2	
6.	Automated teller machines-interior	55	55	55	55	55	1, 55
7.	Automated teller machines-exterior	61	61	61	61	61	61
8.	Automobile leasing and renting		20, 24, 51, 55		20, 24, 51, 55	20, 24, 51, 55	1, 20, 24, 51, 55
9.	Automobile parts and accessories stores		20, 29, 55, 57		20, 29, 55, 57	20, 29, 55, 57	1, 29, 55, 57
10.	Automobile repair shops		1, 28, 36		1, 28, 36	1, 28, 36	
11.	Automobile sales, new and used		2, 13, 28		2, 13, 28	2, 13, 28	
12.	Automobile service stations		1, 28		1, 19, 28	1, 19, 28	
13.	Automobile upholstery shops		2, 57		1	1	
14.	Bakeries		15, 20, 55, 57	15, 20, 55, 57	15, 20, 55, 57	15, 20, 55, 57	1, 15, 55, 57
15.	Banks, savings and loan associations, and other similar lending institutions, but excluding pawnshops	20, 55, 57, 61			20, 55, 57, 61	20, 55, 57, 61	1, 55, 57, 61
16.	Barbershops and beauty shops	20, 55, 33, 57		20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57
17.	Bars and cocktail lounges				1, 25	1, 25	1, 25
18.	Bicycle shops				20, 55, 57	20, 55, 57	1, 55, 57
19.	Bookstores	20, 55, 33, 57			20, 55, 57	20, 55, 57	1, 55, 57
20.	Bowling alleys, skating rinks and similar recreational facilities				1	2	1
21.	Building materials, new		20, 55				
22.	Business offices and services	20, 55, 57	20, 55, 57		20, 55, 57	20, 55, 57	1, 55, 57
23.	Cafés and restaurants	20, 33, 55, 56	20, 55, 56		20, 55, 56	20, 55, 56	1, 55, 56
24.	Carwashes, automatic or coin-operated only		2		1	1	

25.	Ceramics, stone, tile products		20, 55				
26.	Check cashing establishments		55, 57, 72			55, 57, 72	
27.	Childcare	1	1	1	1	1	
28.	Clothing and wearing apparel stores of new retail merchandise only				20, 55, 57	20, 55, 57	1, 55, 57
29.	Coin-operated games and game arcades		1, 53, 55, 57		1, 53, 55, 57	1, 53, 55, 57	1, 53, 55, 57
30.	Confectionery stores			20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57
31.	Craft and hobby shops				20, 55, 57	20, 55, 57	1, 55, 57
32.	Dental laboratories or scientific research centers	1					
33.	Drapery shops		17, 20, 55, 57		17, 20, 55, 57	17, 20, 55, 57	1, 17, 55, 57
34.	Dressmaking and millinery shops				17, 20, 55, 57	17, 20, 55, 57	1, 17, 55, 57
35.	Drive-in and drive-thru business establishments			1, 18, 28	1, 18, 28	1, 18, 28	1, 18, 28
36.	Drug or alcohol outpatient treatment facilities	1			1	1	
37.	Drugstore				20, 55, 57	20, 55, 57	1, 55, 57
38.	Dry cleaning, laundry and pressing establishments	20, 33			20, 55, 57	20, 55, 57	1, 55, 57
39.	Electric distribution substation	1, 55		1	1	1	
40.	Electronic components and supplies		20, 58				
41.	Equipment (light) rentals		20, 55				
42.	Florist shops	20, 33, 55, 57	20, 55, 57		20, 55, 57	20, 55, 57	1, 55, 57
43.	Food markets			20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57
44.	Fortune telling					1, 37	
45.	Fire cell generator	1, 55		1, 55	1, 55	1, 55	
46.	Furniture and appliance stores		20, 22, 55, 57		20, 22, 55, 57	20, 22, 55, 57	1, 22, 55, 57
47.	Furniture, cabinet making		20, 58				
48.	Furniture upholstery		20, 55, 57		20, 55, 57	20, 55, 57	
49.	Galleries, works of art and collections	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
50.	Gas metering and control stations	1, 55		1	2	2	
51.	Hardware stores				20, 55, 57	20, 55, 57	1, 55, 57
52.	Hospitals	1			1	1	
53.	Hotels and motels				1	1	
54.	Jewelry stores	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
55.	Laundromats			20, 55, 57	20, 55, 57	20, 55, 57	1, 55, 57

56.	Liquor stores, packaged off-sale only		1		1	1	1
57.	Locksmith shop		20, 55, 57		20, 55, 57	20, 55, 57	20, 55, 57
58.	Medical laboratories	2	2			2	
59.	Mobilehome sales, new and used					2, 14	
60.	Motorcycle sales, repairs, rentals, new and used		1		1	1	
61.	Muffler shops, automobile only				1	1	
62.	Multifamily dwellings	1, 34, 57			1, 34	1, 34	
63.	Newspaper publishing		1				
64.	Nurseries and retail building				20, 55	20, 55	1, 55
65.	Off-sale of alcoholic beverages at auto/service stations				1, 39	1, 39	
66.	Off-site hazardous waste facility					1, 43, 45	
67.	Off-street parking facilities privately owned and operated	2			2	2	1
68.	On-site sale or tasting of alcoholic beverages	1, 25,	1, 25		1, 25	1, 25	1, 25
69.	On-site hazardous waste facility					44, 45, 55	
70.	Packaging and assembly of non-hazardous products		20, 28, 58				
71.	Parcel delivery		1				
72.	Personal service shops and associated retail sales				20, 55, 57	20, 55, 57	1, 55, 57
73.	Pet shops and grooming				20, 55, 57	20, 55, 57	1, 55, 57
74.	Pharmacies	20, 33, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
75.	Photography studios and associated processing	20, 55, 57			20, 55, 57	20, 55, 57	1, 55, 57
76.	Picture frames and framing		20, 55, 57		20, 55, 57	20, 55, 57	1, 55, 57
77.	Printing and reproduction establishments		20, 28, 55, 57		20, 54, 55, 57	20, 54, 55, 57	1, 54, 55, 57
78.	Private clubs, fraternities, sororities, lodges and institutions of nonprofit or charitable nature				2	2	
79.	Religious places of worship	1		1	1		
80.	Resthomes	2			2	2	
81.	Satellite dish receiving antenna	30	30	30	30	30	30
82.	Shoe repair shops				20, 55, 57	20, 55, 57	
83.	Sign shops		28, 55		20, 55, 57	20, 55, 57	
84.	Small boat sales and service		20, 28, 55				
85.	Stationery stores, including incidental printing				20, 55, 57	20, 55, 57	1, 55, 57
86.	Studios, except motion picture				20, 55, 57	20, 55, 57	1, 55, 57

87.	Temporary uses	42	42	42	42	42	42
88.	Theaters				1	1	1
89.	Trade schools	1	1		1	1	1
90.	Truck, trailer, camper, recreational vehicle sales, new and used		1				
91.	Unclassified uses	1, 48	1, 48	1, 48	1, 48	1, 48	1, 48
92.	Wireless telecommunication facilities	45	45	45	45	45	45
93.	Wrought-iron work shops		20, 28, 55				
94.	Yardage stores				20, 55, 57	20, 55, 57	1, 55, 57

* Refer to zoning administrator determinations, on file in community development department planning division.

	Land Use	Zone		
E.	**Industrial Uses***	**I-L**	**I-G**	**IPD**
1.	Assembly and packaging of nonhazardous products	58, 59, 62	58, 59, 62	1, 58, 59
2.	Auto service stations	1, 19, 39, 62	39, 62	1, 39
3.	Automated teller machines-interior	55	55	55
4.	Automobile assembly plants		58, 59, 62	1, 58, 59
5.	Automobile overhauling and major or minor repairing	20, 51, 58, 62	58, 59, 62	1, 58, 59
6.	Automobile storage		1, 64	
7.	Automotive electronics/installation and service	58, 59, 62	58, 59, 62	1, 58, 59
8.	Bottling plants	58, 59, 62	58, 59, 62	1, 58, 59
9.	Building materials sales and storage	58, 59, 62	58, 59, 62	1, 58, 59
10.	Business offices	58, 59, 62	58, 59, 62	1, 58, 59
11.	Cafés and restaurants	20, 56, 58, 62	20, 56, 62	1, 20, 56, 58
12.	Childcare			1
13.	Coin-operated games and game arcades	1, 53	1, 53	1, 53
14.	Contracting equipment storage and rental yards		58, 59, 62	1, 58, 59
15.	Distribution plants and warehouses	58, 59, 62	58, 59, 62	1, 58, 59
16.	Electric distribution substation	58, 59, 62	58, 59, 62	1, 58, 59
17.	Electric generating, transmission substation and energy support facilities	58, 59, 62	58, 59, 62	58, 59
18.	Electrical and gas appliance assembly plants	58, 59, 62	58, 59, 62	1, 58, 59
19.	Fuel cell generator	58, 59	58, 59	1, 58, 59
20.	Gas metering and control stations	58, 59, 62	58, 59, 62	1, 58, 59
21.	Industrial uses involved with on-site hazardous waste as defined in Section 18.04.613.1	2	2	2
22.	Laundries and cleaning plants	58, 59, 62	58, 59, 62	1, 58, 59
23.	Liquefied petroleum sales	2	2	2
24.	Machine shops	58, 59, 62	58, 59, 62	1, 58, 59
25.	Manufacturing of food products	58, 59, 62	58, 59, 62	1, 58, 59

26.	Manufacturing of meat, poultry, fish or similar products		2	
27.	Manufacturing of products	58, 59, 62	58, 59, 62	1, 58, 59
28.	Metallurgical testing	58, 59, 62	58, 59, 62	58, 59
29.	Newspaper publishing	2	2	2
30.	Nurseries, wholesale	58, 59, 62	58, 59, 62	1, 58, 59
31.	Off-site sale of alcoholic beverages at auto/service stations	1, 39	1, 39	1, 39
32.	Off-site hazardous waste facilities	1, 44, 45	1, 44, 45	
33.	On-site sale or tasting of alcoholic beverages	1, 25	1, 25	1, 25
34.	On-site hazardous waste facilities	44, 45, 58, 59, 62	44, 45, 58, 59, 62	1, 44, 45, 58, 59
35.	Printing, photographic and reproduction activities	58, 59, 62	58, 59, 62	1, 58, 59
36.	Public utility service yards	58, 59, 62	58, 59, 62	1, 58, 59
37.	Recycling collection facility	2, 28, 33, 58, 66, 67(a)(b)(c)(f)	2, 28, 33, 58, 66, 67(a)(b)(c)(f)	
38.	Recycling plant			
39.	Recycling station		1, 37, 66, 67(d)(f)	
40.	Religious places of worship	1	1	
41.	Retail sales			1, 46
42.	Satellite dish receiving antenna	30	30	30
43.	Scientific research centers and laboratories	58, 59, 62	58, 59, 62	1, 58, 59
44.	Sheet metal shops	58, 59, 62	58, 59, 52	1, 58, 59
45.	Sign shop	58, 59, 62	58, 59, 62	1, 58, 59
46.	Temporary uses	42	42	42
47.	Theaters, walk-in			1
48.	Trade schools, industrial oriented	2	2	
49.	Transfer, moving and storage facilities for furniture and household goods only	58, 59, 62	58, 59, 62	1, 58, 59
50.	Truck repairing, overhauling, and rental and retail sales	58, 59, 62	58, 59, 62	1, 58, 59
51.	Unclassified uses	1, 48	1, 48	1, 48
52.	Water facilities	1	2	1
53.	Wholesale sales	58, 59, 62	58, 59, 62	58, 59
54.	Wireless telecommunication facilities	65	65	65

* Refer to zoning administrator determinations, on file in the community development department planning division.

SECTION 6. Note 25 of Chapter 18.40.050(C) of Title 18 of the Pico Rivera Municipal Code is hereby amended as follows:

Note 25. *On-site sale of alcoholic beverages may be conditionally ~~P~~permitted only when in conjunction with a ~~restaurant~~ bona fide eating establishment with primarily sit-down service. Instructional tastings of alcoholic beverages via a Type 86 license from the State Department of Alcoholic Beverage Control may be conditionally permitted only in conjunction with a grocery store or supermarket which exceeds 12,500 square feet in gross floor area, or with specialty*

liquor stores which sell beer, wine, liquor and alcoholic beverage accessories at a minimum of ninety-five percent (95%) of their total sales receipts. Instructional tasting events are not permitted in conjunction with convenience stores or, liquor stores which sell grocery items such as milk, eggs and bread, or beauty items or household goods, or which offer secondary services such as check cashing, utility bill payments, delicatessens, etc. Instructional tasting events are subject to compliance with the following:

a. *Business establishment must have a Conditional Use Permit approval for the sale of beer and wine, or for the sale of beer, wine and distilled spirits, under a Type 20 or Type 21 alcohol license with a minimum of one-year in operation under current ownership.*
b. *Business establishment must be in good standing with the State of California Department of Alcoholic Beverage Control with no history of disciplinary action.*
c. *A parking analysis may be required to ensure sufficient parking is provided.*
d. *As determined by the State of California Department of Alcoholic Beverage Control, the business establishment cannot be located within a census tract which has an overconcentration of on-sale or off-sale alcohol licenses.*
e. *As determined by local law enforcement, the business establishment cannot be located within an area with high crime rates or have a history of alcohol-related offenses.*
f. *Not more than three (3) tasting events can be held per week.*
g. *Installation of security cameras required. Retention of all surveillance footage for a minimum period of one week or longer may be required.*
h. *All portions of the instructional tasting event shall be located indoors and shall be separated from the remainder of the off-sale licensed premises by a wall, rope, cable, cord, chain, fence, or other permanent or temporary barrier.*
i. *Entertainment of any kind, including the playing of music or dancing, is prohibited.*
j. *As determined by the Zoning Administrator, installation of new parking area lighting may be required if the hours of instructional tasting are proposed to occur after 7 p.m. Parking area shall be provided with a minimum illumination of 1 footcandles.*
k. *Instructional tastings are not permitted in conjunction with any off-sale licensee location where vehicle fuel is sold.*
l. *The instructional tasting event can only serve alcoholic beverages to an attendee of legal drinking age.*
m. *Tastings of wine or distilled spirits shall be limited to not more than three tastings per person per day. A single tasting of distilled spirits shall not exceed one-fourth of one ounce and a single tasting of wine shall not exceed one ounce.*
n. *Tastings of beer shall be limited to not more than eight ounces of beer per person per day.*
o. *The wine, beer, or distilled spirits tasted shall be limited to the products that are authorized to be sold by the authorized licensee and the licenseholder under its off-sale license.*

p. *An instructional tasting event shall be limited to a single type of alcoholic beverage. For purposes of this paragraph, "type of alcoholic beverage" means distilled spirits, wine, or beer.*

q. *Business establishment must comply with Section 25503.56 of the Business and Professions Code, which regulates instructional tasting events.*

r. *Business establishment must obtain a Type-86 license from the California Department of Alcoholic Beverage Control prior to conducting any instructional tasting events.*

SECTION 7. Severability. The City Council hereby declares that it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section and does hereby declare that the provisions of this Ordinance are severable, and if, for any reasons, any sentence, paragraph, or section of this Ordinance shall be held invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 8. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds that there are not newspapers of general circulation published and circulated within the City. The City Clerk shall therefore cause this Ordinance to be posted in five public places within the City as specified in the Pico Rivera Municipal Code within fifteen days of its final passage and this Ordinance shall take effect thirty days following its final passage.

APPROVED AND ADOPTED this _____ day of _____, 2014 by members of the City Council of the City of Pico Rivera, voting as follows:

_____
Brent A. Tercero, Mayor

ATTEST:

APPROVED AS TO FORM:

_____
Anna M. Jerome, City Clerk

_____
Arnold M. Alvarez-Glassman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: May 27, 2014

Subject: APPROVE MEMORANDUMS OF UNDERSTANDING (MOU) WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) FOR FOUR HOT SPOT INTERSECTION PROJECTS

Recommendation:

1) Approve Memorandum of Understanding (MOU) for each of four Hot Spot Intersection Improvement Projects with METRO for the use of $6,450,000 in METRO's Measure R funds from the SR-91/I-605/I-405 Hot Spots Program.

2) Authorize the Mayor to execute the MOU's for the four intersections in a form approved by the City Attorney.

Fiscal Impact: These four intersections will receive a total of $6,450,000 in METRO's Measure R funds from the 91/605/405 Hot Spot Interchanges Program.

Discussion:

The City of Pico Rivera is a member of the SR-91/I-605/I-405 Corridor Cities; an assembly of 14 cities managed by a Committee of elected officials and a Technical Advisory Committee of technical staff, both made up of one representative from each City. The mission of this group is to reduce congestion along an approximate 19-mile stretch of the I-605, SR-91 and I-405, known as the SR-91/I-605/I-405 Corridor.

The Hot Spots Program focuses on reducing congestion in local jurisdictions at regional roadway intersections located within the limits of the corridor. The funding for the four intersections expansion projects along Rosemead Boulevard is as follows: (1) Beverly Boulevard ($4.04M), (2) Whittier Boulevard ($600K), (3) Washington Boulevard ($40K), and (4) Slauson Avenue ($1.770M).

Proposed improvements vary at each of the four intersections, but may include the following: increased left-turn storage, additional left-turn lanes, additional through travel lanes, dedicated right-turn pockets, reconstruction of existing medians to accommodate additional travel lanes, and traffic signal modifications.

During METRO's preparation of the individual MOU's, or Funding Agreements, for these intersection projects, METRO recommended the execution of Letters of No Prejudice (LONP). LONP's authorize the City to use its local funds to keep the projects moving forward prior to approval of the MOU's. On March 25, 2014, City Council approved the Letters of No Prejudice (LONP) with METRO for the four intersection projects.

METRO has now completed the MOU's for the four intersections. After they are fully executed, the City may commence the reporting and seek reimbursement for expenditures on these projects.

Ronald Bates

RRB:RG:MPC:lg

Enc.

1) Memorandum of Understanding – Beverly Boulevard
2) Memorandum of Understanding – Whittier Boulevard
3) Memorandum of Understanding – Washington Boulevard
4) Memorandum of Understanding – Slauson Avenue

FTIP #: LA0G945

Project#: MR 315.05
FA: #MOU.MR 315.05

MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM

This Funding Agreement ("FA") is dated for reference purposes only March 12, 2014, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Pico Rivera ("Grantee") for Rosemead Boulevard and Beverly Boulevard Intersection Improvements Project, LACMTA Project ID# MR315.05 and FTIP LA0G945. This Rosemead Boulevard and Beverly Boulevard Intersection Improvements Project is eligible for funding under Line 35 of the Measure R Expenditure Plan.

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

WHEREAS, the funding set forth herein is intended to fund **Project Approval & Environmental Documentation (PA&ED), Plans, Specifications, and Estimates (PS&E), Right of Way (ROW), and Construction phases** of the Rosemead Boulevard and Beverly Boulevard Intersection Improvements Project.

WHEREAS, the LACMTA Board, at its October 24, 2013 meeting, programmed $4,040,000 in Measure R Funds to Grantee for PA&ED, PS&E, ROW, and Construction, subject to the terms and conditions contained in this FA.

WHEREAS, the LACMTA Construction and Engineering Executive Director, on March 5, 2014, authorized and signed a Letter of No Prejudice (LONP) to the Grantee, authorizing the Grantee to expend local funds prior to the execution of this FA on a reimbursable basis.

WHEREAS, the LACMTA Board, at its March 27, 2014 meeting, re-programmed the Funds as follows: $400,000 in FY 2013-14; $2,600,000 in FY 2014-15; and, $1,040,000 in FY 2015-16. The total designated for PA&ED, PS&E, ROW, and construction of the Rosemead Boulevard and Beverly Boulevard Intersection Improvements Project is $4,040,000.

NOW, THEREFORE, the parties hereby agree as follows:

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

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan Guidelines
   Attachment B1 – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Reporting and Expenditure Guidelines
7. Attachment D1 – Monthly Progress Report
8. Attachment D2 – Quarterly Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Special Grant Conditions
11. Attachment G – Bond Requirements
12. Any other attachments or documents referenced in the above documents

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

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____ Date: 5/1/14

Deputy

GRANTEE:

CITY OF PICO RIVERA

RG By: _____ Date: _____

~~Roy Bates~~
~~City Manager~~

Brent A. Tercero, Mayor

APPROVED AS TO FORM:

By: _____ Date: _____

Steven L. Dorsey
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Rosemead Boulevard and Beverly Boulevard Intersection Improvements Project – PA&ED, PS&E, ROW, and Construction. LACMTA Project ID# MR315.05, FTIP# LA0G945.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $4,040,000 (the "Funds") for the Project. LACMTA Board of Directors' action of October 24, 2013 and March 27, 2014 granted the Measure R Funds for the Project. The Funds are programmed over Fiscal Years (FY) FY 2013 -14, FY 2014-2015, & FY 2015-2016.

3. This grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly Expenditure Report. Grantee Funding Commitment if applicable must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the Grantee Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Executive Director of Highway Program in writing. If the LACMTA's Executive Director of Highway Program concurs with such updated Expenditure Plan in writing, Attachment B1 shall be replaced with the new Attachment B1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Executive Director of Highway. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, Grantee shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but Grantee believes it can make up the time so as to not impact the final milestone date, Grantee shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D1. In no event can the final milestone date be amended by a Monthly Progress Report.

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

8. **Attachment D** - the Reporting & Expenditure Guidelines; Grantee shall complete the "Monthly Progress Report and the Quarterly Expenditure Report." The Monthly Progress and Quarterly Expenditure Report are attached to this FA as Attachments D1 and D2 in accordance with Attachment D - Reporting and Expenditure Guidelines.

9. **Attachment E** the "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at http://program.metro.net. All projects that receive funding through Measure R must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-

material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, or its schedule, Project Funding, Financial Plan, the Scope of Work, including its schedule

11. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Lucy Olmos
LACMTA PROJECT MANAGER
MAIL STOP: 99-22-9
PHONE (213) 922-7099
EMAIL: olmosl@metro.net

12. Grantee's Address:

City of Pico Rivera,
City Engineer
6615 Passons Blvd.
Pico Rivera, CA 90660
Arturo Cervantes, P.E.
E-MAIL: ACERVANTES@PICO-RIVERA.ORG
PHONE: 562-801-4225

13. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment G to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the date this FA is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA is executed shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENDED OR TERMINATION

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

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section **6.1** of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Project ID#MR315.05 and FA# MOU.MR315.05
Project Manager: Lucy Olmos, Mail Stop: 99-22-9

4. USE OF FUNDS:

4.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

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

4.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides Grantee with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law as appropriate. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

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

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Monthly Progress and

Quarterly Expenditure Report. Grantee Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

6.1 Grantee shall submit the Monthly Progress Report **(Attachment D1)** within seven (7) days from the last day of each month and submit the Quarterly Expenditure Report **(Attachment D2)** within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Monthly Progress and Quarterly Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds **$500,000** in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for Grantee's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers expenditures submitted to LACMTA through Grantee's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

6.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to

audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs **6.2** and **6.3** above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

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

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 Grantee shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. Grantee shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 Grantee shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.10 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subparagraph 31(whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed

to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

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

8. SOURCES AND DISPOSITION OF FUNDS:

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

8.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board, the Gateway Cities Council of Governments. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

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

8.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by Grantee prior to the execution of this FA (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

8.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost

savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

9.1 Grantee must demonstrate timely use of the Funds by:

(i) executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Project Design, Preliminary Engineering-(PE) must begin within **six (6) months** from completion of environmental clearance, if appropriate.

(iii) Project Development or Right-of-Way costs must be expended (including by deposit into a condemnation action) by the end of the **second (2nd)fiscal year** following the year the Funds were first programmed; and

(iv) Contracts for Construction or Capital purchase shall be executed within **twelve (12) months** from the date of completion of design; and

(v) Work shall be delivered in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this FA.

(vi) submitting the Monthly Progress and Quarterly Expenditure Report as described in Part II, Section 6.1 of this FA; and

(vii) expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2013 -14 are subject to lapse by June 30, 2018. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2019. FY 2015 -16 are subject to lapse by June 30, 2020.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section **9.1** of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT:

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

11. REMEDIES:

11.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

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

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS:

12.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding 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. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

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

12.3 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.

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

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

13. OTHER TERMS AND CONDITIONS:

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority.

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

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental

obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this FA; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

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

13.6 Grantee shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

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

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

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

13.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

13.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of **Attachment F-1**. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.14 Grantee will advise LACMTA prior to any key Project staffing changes.

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

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

ATTACHMENT A -PROJECT FUNDING

ATTACHMENT A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA # MOU.MR315.05

Project Title: Rosemead Blvd./Beverly Blvd. Project#: MR315.05

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS					$400,000	$2,600,000	$1,040,000		$4,040,000	100%
SUBTOTAL					**$400,000**	**$2,600,000**	**$1,040,000**		**$ 4,040,000**	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL					$400,000	$2,600,000	$1,040,000		**$ 4,040,000**	**100%**
TOTAL PROJECT FUNDS		$0	$0	$0	$400,000	$2,600,000	$1,040,000		$4,040,000	100%

ATTACHMENT B
EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

<u>What AB 2321 (2008, Feuer) Says About the Expenditure Plan:</u>

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA # MOU.MR315.05

Project Title: Rosemead Blvd./Beverly Blvd. Project#:MR315.05

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2014-15 Qtr 1	FY 2014-15 Qtr 2	FY 2014-15 Qtr 3	FY 2014-15 Qtr 4	FY 2015-16 Qtr 1	FY 2015-16 Qtr 2	FY 2015-16 Qtr 3	FY 2015-16 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED	$100,000	$95,000							$195,000
PS&E					$100,000	$100,000			$200,000
RW Support		$80,000	$75,000	$70,000					$225,000
Const. Support							$95,000	$100,000	$195,000
RW				$1,400,000	$400,000	$131,250			$1,931,250
Construction							$646,875	$646,875	$1,293,750
Total MEASURE R	$100,000	$175,000	$75,000	$1,470,000	$500,000	$231,250	$741,875	$746,875	$4,040,000
SUM PROG LACMTA FUNDS:	$100,000	$175,000	$75,000	$1,470,000	$500,000	$231,250	$741,875	$746,875	$4,040,000
PROJECT FUNDING FY15-FY16	$100,000	$175,000	$75,000	$1,470,000	$500,000	$231,250	$741,875	$746,875	$4,040,000
SUMMARY OF ALL FUNDS									
SUM PROG LACMTA FUNDS	$100,000	$175,000	$75,000	$1,470,000	$500,000	$231,250	$741,875	$746,875	$4,040,000
SUM NON-LACMTA FUNDS									
TOTAL PROJECT FUNDING	$100,000	$175,000	$75,000	$1,470,000	$500,000	$231,250	$741,875	$746,875	$4,040,000

ATTACHMENT C
SCOPE OF WORK

PROJECT TITLE: Rosemead Boulevard and Beverly Boulevard Intersection Improvements Project

PROJECT LOCATION:
The project is located in the City of Pico Rivera at the intersection of Rosemead Boulevard and Beverly Boulevard

PROJECT LIMITS:
Proposed improvements will be limited to the intersection of Rosemead Boulevard and Beverly Boulevard; on Rosemead Boulevard south of intersection to Arma Street and north to Ibsen Street; and on Beverly Boulevard from the intersection to Lindell Avenue.

NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:
The purpose of this project is to construct intersection improvements that will most effectively reduce existing and forecasted congestion in and around the SR-91/I-605/I-405 corridor. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

BUDGET:

COMPONENT	AMOUNT
PA/ED	194,578
PS and E	197,406
R/W Support	281,250
R/W Capital	1,875,000
Construction Support	194,578
Construction Capital	1,297,188
Total Budget	$4,040,000

SCOPE:
The project entails the following:

- Increase the southbound left-turn storage by increasing the pocket length on Rosemead Boulevard.
- Reconstruct landscaped raised medians, as necessary, to accommodate additional travel lanes.
- Provide additional north and southbound thru lanes on Rosemead Boulevard.
- Propose parking restrictions to restrict peak-hour parking along the west side of Rosemead Boulevard.

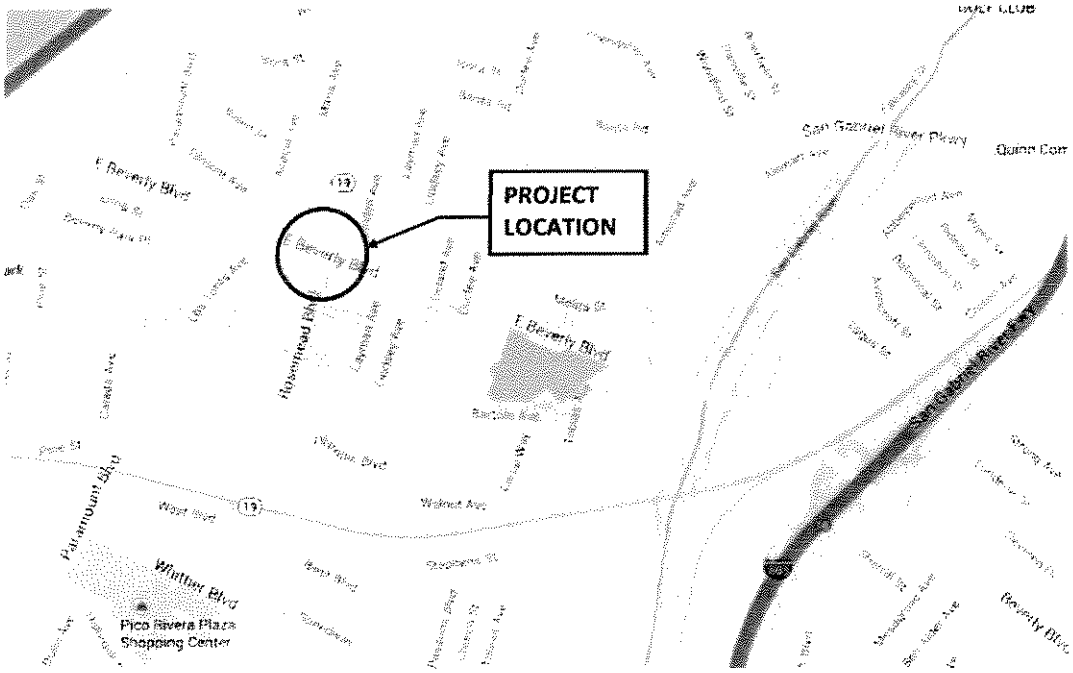
- Provide a southbound right-turn pocket on Rosemead Boulevard.
- Provide dual right-turn lanes for westbound Rosemead Boulevard motorists.
- Evaluate the closure of Lindell Avenue at Beverly Boulevard and the right-of-way take of the existing residential property to increase the westbound right-turn capacity and eliminate the potential for conflicting traffic movements.
- Add overlap phasing for southbound right-turn onto Beverly Boulevard.
- Evaluate the take of the existing commercial property at the northeast corner of the Rosemead Boulevard and Beverly Boulevard intersection.
- Construct traffic signal improvements to accommodate additional travel lanes.
- Provide for utility relocation and upgrade, as necessary.
- Demolition of existing private and/or public improvements and grading.
- Construct miscellaneous improvements such as paving, wheelchair ramps, sidewalk, utility relocations, catch basin relocation, grading as necessary to reconstruct the interface between the offsite and onsite improvements, traffic signal upgrades, traffic signing, striping, markings, street lighting, etc., as necessary, to construct the project.

MILESTONES:

	Start	Complete
Environmental Phase	May 2014	August 2014
Right-of-Way Engineering/Acquisition	August 2014	April 2015
Plans, Specifications & Estimates	December 2014	April 2015
Advertisement and Bidding	May 2015	June 2015
Construction	July 2015	December 2015

ATTACHMENT C - Location Map

PROJECT LOCATION MAP
ROSEMEAD BLVD. AND BEVERLY BLVD.



ATTACHMENT D

REPORTING & ADMINISTRATIVE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.

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

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

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

EXPENDITURE GUIDELINES

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

DEFINITIONS

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

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

Attachment D1 - Monthly Progress Report

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Quarterly Report #	

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO P.O. Box #512296, Los Angeles, CA 90051-0296 after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

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

	LACMTA Measure R Grant $	LACMTA Prop C 25% $	Other Funding %		Total $
Project Quarter Expenditure					
This Quarter Expenditure					0
Retention Amount					0
Net Invoice Amount (Less Retention)					0
Project-to-Date Expenditure					
Funds Expended to Date (Include this Quarter)					0
Total Project Budget					0
% of Project Budget Expended to Date					0
Balance Remaining					0

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2012-2013 ☐ 2013-2014 ☐ 2014-2015 ☐ 2015-2016
☐ 2016-2017 ☐ 2017-2018 ☐ 2018-2019 ☐ 2019-2020

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

DATE SUBMITTED: _____

LACMTA Area Team Representative / Project Mgr.	Name:	
	Area Team:	
	Phone Number:	
	e-mail:	

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

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

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

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA S

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Total Project Duration (Months)				

2. PROJECT COMPLETION

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

☐ On schedule per original FA schedule

☐ Less than 12 months behind original schedule

☐ Between 12-24 months behind original schedule

☐ More than 24 months behind original schedule

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

☐ Yes ☐ No ☐ Not Applicable

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

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

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

5. ACTION ITEMS TO RESOLVE DELAY

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

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures

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

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ *Signature*

_____ *Date*

_____ *Name*

_____ *Title*

Attachment E – Federal Transportation Improvement Program (FTIP) Sheet

Los Angeles Metropolitan Transportation Authority

2015 Federal Transportation Improvement Program ($000)

TIP ID: LA0G945 Implementing Agency: Pico Rivera, City of

Project Description: Rosemead Boulevard at Beverly Boulevard Intersection Improvements - provide southbound right turn pocket, dual right turn lanes for westbound right turn with closure of Lindell Ave., additional northbound left turn lane, southbound and northbound thru lanes, add overlap phasing for southbound right turn onto Beverly Bl., and restrict peak hour parking along the west side of Rosemead Bl. Right of way is required. 22 feet on the north side of Beverly Bl. from Lindell Ave. to Rosemead Bl.

SCAG RTP Project #: 1AL04
Study:N/A Is Model: YES Model #:
PM: Rene Guerrero - (562) 801-4471
Email: rguerrero@pico-rivera.org
LS: N LS GROUP#:
Conformity Category: NON-EXEMPT

System: Local Hwy Route: Postmile: Distance: Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date: 02/01/2016

Lane # Exist: 5 Lane # Prop: 6 Improv Desc: add southbound and northbound thru lanes Air Basin: SCAB Envir Doc: NEGATIVE DECLARATION - 12/30/2014

Toll Rate: Toll Calc Loc: Toll Method: Hov acs eg loc Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: Gateway Cities Area

CTIPS ID: EA #: PPNO:

Program Code: CAX63 - HIGHWAY/ROAD IMP - LANE ADD'S (NO HOV LANES) RS Stop Loc

	PHASE	PRIOR	14/15	15/16	16/17	17/18	18/19	19/20	BEYOND	TOTAL
	PE									
	RW									
	CON									
	SUBTOTAL									
MR20H Measure R 20% Highway	PE	$195	$195	$0						$390
	RW	$156	$2,000	$0						$2,156
	CON	$0	$494	$1,000						$1,494
	SUBTOTAL	$351	$2,689	$1,000						$4,040
	[redacted]									

TOTAL PE: $390 TOTAL RW: $2,156 TOTAL CON: $1,494

- General Comment: New Project. Project is part of the SR91/I-605 Congestion Hot Spots Arterial Intersections. 5 existing thru lanes to 6 proposed thru lanes. Project schedule was delayed because Measure R funds have not been approved. Funding was changed to City funds until Measure R funds are approved.
- Modeling Comment:
- TCM Comment: No significant change was made. Additional project information was inputted as requested. Please see attached project map
- Narrative: Project cost stays the same
Changed Environmental Document
- from "DRAFT ENVIRONMENTAL IMPACT STATEMENT" to "NEGATIVE DECLARATION"
No change in project funding
Total project cost remains the same at $4,040

Last Revised: Adoption 15-00 - Denied Change reason:Carry Over, MINOR CHANGE Total Cost **$4,040**

ATTACHMENT F
SPECIAL GRANT CONDITIONS

LACMTA has asked the Gateway Cities Council of Governments (GCCOG) to provide program administration and project development and oversight over the Project in conjunction with LACMTA. In order to do so, the GCCOG shall obtain a copy from LACMTA or through LACMTA's Project Database of each Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) at the time Grantee submits the reports to LACMTA. The GCCOG, through the Monthly Progress Reports, shall monitor progress of the Project schedule and budget and provide periodic reports to LACMTA on the status of the Project. The GCCOG shall also monitor and report to LACMTA on overall program-level schedule and budget to identify and evaluate any problems that may result in Project delays or cost overruns.

The Monthly Progress Reports (Attachment D1) shall include, but are not limited to, Project progress, use of funds during the previous month, the milestones progress vs. costs, risk management plan, expenditures to date, funds committed and forecast at completion, updated Project schedule vs. Project baseline and identifying any major problems and proposed solutions. If a potential cost overrun is identified, the monthly report must detail the cost overrun and provide a recovery proposal.

The Quarterly Expenditure Reports (Attachment D2) provided by the Grantee to LACMTA shall be used by the GCCOG for monitoring and reporting program expenditures to LACMTA.

For modifications that affect the terms of this FA, such as changes to project funding, scope or schedule, Grantee must obtain evidence of GCCOG concurrence to modifications before formally requesting LACMTA for an amendment to this FA in writing.

Attachment G: Bond Requirements

The provisions of this Attachment apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each monthly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

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

FTIP #: LA0G942

Project#: MR315.09
FA: #MOU.MR315.09

MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM

This Funding Agreement ("FA") is dated for reference purposes only March 28, 2014, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Pico Rivera ("Grantee") for Rosemead Boulevard and Whittier Boulevard Intersection Improvements Project, LACMTA Project ID# MR315.09 and FTIP LA0G942. The Rosemead/Whittier Intersection Improvements Project is eligible for funding under Line 35 of the Measure R Expenditure Plan.

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

WHEREAS, the funding set forth herein is intended to fund **Plans, Specifications, and Estimates (PS&E) and Construction phases** of the Rosemead/Whittier Intersection Improvements Project.

WHEREAS, the LACMTA Board, at its October 24, 2013 meeting, programmed $600,000 in Measure R Funds to Grantee for PS&E and Construction, subject to the terms and conditions contained in this FA.

WHEREAS, the LACMTA Construction and Engineering Executive Director, on March 19, 2014, authorized and signed a Letter of No Prejudice (LONP) to the Grantee, authorizing the Grantee to expend local funds prior to the execution of this FA on a reimbursable basis.

WHEREAS, the LACMTA Board, at its March 27, 2014 meeting, re-programmed the Funds as follows: $120,000 in FY 2013-14 and $480,000 in FY 2014-15. The total designated for PS&E and construction of the Rosemead/Whittier Intersection Improvements Project is $600,000.

NOW, THEREFORE, the parties hereby agree as follows:

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

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan Guidelines
   Attachment B1 – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Reporting and Expenditure Guidelines
7. Attachment D1 – Monthly Progress Report
8. Attachment D2 – Quarterly Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Special Grant Conditions
11. Attachment G – Bond Requirements
12. Any other attachments or documents referenced in the above documents

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

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____ Date: 4/18/14

Deputy

GRANTEE:

CITY OF PICO RIVERA

RGK

By: _____ Date: _____

Ron Bates
City Manager

Brent A. Tercero, Mayor

APPROVED AS TO FORM:

By: _____ Date: _____

Steven L. Dorsey
City Attorney

PART I

SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Rosemead Boulevard and Whittier Boulevard Intersection Improvements Project – Project Development, PS&E and Construction. LACMTA Project ID# MR315.09, FTIP# LA0G942.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $600,000 (the "Funds") for the Project. LACMTA Board of Directors' action of October 24, 2013 and March 27, 2014 granted the Measure R Funds for the Project. The Funds are programmed over Fiscal Year (FY) FY 2013 -14 and FY 2014-2015.

3. This grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly Expenditure Report. Grantee Funding Commitment if applicable must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the Grantee Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Executive Director of Highway Program in writing. If the LACMTA's Executive Director of Highway Program concurs with such updated Expenditure Plan in writing, Attachment B1 shall be replaced with the new Attachment B1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Executive Director of Highway. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, Grantee shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but Grantee believes it can make up the time so as to not impact the final milestone date, Grantee shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D1. In no event can the final milestone date be amended by a Monthly Progress Report.

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

8. **Attachment D** - the Reporting & Expenditure Guidelines; Grantee shall complete the "Monthly Progress Report and the Quarterly Expenditure Report." The Monthly Progress and Quarterly Expenditure Report are attached to this FA as Attachments D1 and D2 in accordance with Attachment D - Reporting and Expenditure Guidelines.

9. **Attachment E** the "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at http://program.metro.net. All projects that receive funding through Measure R must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-

material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, or its schedule, Project Funding, Financial Plan, the Scope of Work, including its schedule

11. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Lucy Olmos
LACMTA PROJECT MANAGER
MAIL STOP: 99-22-9
PHONE (213) 922-7099
EMAIL: olmosl@metro.net

12. Grantee's Address:

City of Pico Rivera,
City Engineer
6615 Passons Blvd.
Pico Rivera, CA 90660
Arturo Cervantes, P.E.
E-MAIL: ACERVANTES@PICO-RIVERA.ORG
PHONE: 562-801-4225

13. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment G to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the date this FA is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA is executed shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENDED OR TERMINATION

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

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 6.1 of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Project ID# MR315.09 and FA# MOU.MR315.09
Project Manager: Lucy Olmos, Mail Stop: 99-22-9

4. USE OF FUNDS:

4.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

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

4.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides Grantee with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law as appropriate. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

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

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Monthly Progress and

Quarterly Expenditure Report. Grantee Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

6.1 Grantee shall submit the Monthly Progress Report **(Attachment D1)** within seven (7) days from the last day of each month and submit the Quarterly Expenditure Report **(Attachment D2)** within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Monthly Progress and Quarterly Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds **$500,000** in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for Grantee's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers expenditures submitted to LACMTA through Grantee's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

6.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to

audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs **6.2** and **6.3** above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

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

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 Grantee shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. Grantee shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 Grantee shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.10 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subparagraph 31(whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed

to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

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

8. SOURCES AND DISPOSITION OF FUNDS:

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

8.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board, the Gateway Cities Council of Governments. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

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

8.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by Grantee prior to the execution of this FA (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

8.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost

savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

9.1 Grantee must demonstrate timely use of the Funds by:

(i) executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Project Design, Preliminary Engineering-(PE) must begin within **six (6) months** from completion of environmental clearance, if appropriate.

(iii) Project Development or Right-of-Way costs must be expended (including by deposit into a condemnation action) by the end of the **second (2nd)fiscal year** following the year the Funds were first programmed; and

(iv) Contracts for Construction or Capital purchase shall be executed within **twelve (12) months** from the date of completion of design; and

(v) Work shall be delivered in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this FA.

(vi) submitting the Monthly Progress and Quarterly Expenditure Report as described in Part II, Section 6.1 of this FA; and

(vii) expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2013 -14 are subject to lapse by June 30, 2018. All Funds programmed for FY 2014 -15 are subject to lapse by June 30, 2019.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT:

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

11. REMEDIES:

11.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

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

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS:

12.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding 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. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

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

12.3 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.

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

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

13. OTHER TERMS AND CONDITIONS:

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority.

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

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental

obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this FA; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

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

13.6 Grantee shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

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

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

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

13.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

13.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of **Attachment F-1**. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.14 Grantee will advise LACMTA prior to any key Project staffing changes.

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

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

ATTACHMENT A -PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA # MOU.MR315.09

Project Title: Rosemead Blvd./Whittier Blvd. Project#: MR315.09

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS					$120,000	$480,000			$600,000	100%
SUBTOTAL					**$120,000**	**$480,000**			**$ 600,000**	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL					$120,000	$480,000			**$ 600,000**	100%
OTHER SOURCES OF FUNDING:										
LOCAL:									$0	0%
STATE:									$0	0%
FEDERAL:									$0	0%
PRIVATE OR OTHER:									$0	0%
OTHER FUNDING SUBTOTAL		**$0**	**$0**	**$0**	**$0**	$0	**$0**		**$0**	0%
TOTAL PROJECT FUNDS		**$0**	**$0**	**$0**	$120,000	$480,000	**$0**		$600,000	100%

ATTACHMENT B
EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

<u>What AB 2321 (2008, Feuer) Says About the Expenditure Plan:</u>

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA # MOU.MR315.09

Project Title: Rosemead Blvd./Whittier Blvd. Project#:MR315.09

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2014-15 Qtr 1	FY 2014-15 Qtr 2	FY 2014-15 Qtr 3	FY 2014-15 Qtr 4	FY 2015-16 Qtr 1	FY 2015-16 Qtr 2	FY 2015-16 Qtr 3	FY 2015-16 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PS&E	$62,500	$62,500							$125,000
Const. Support			$31,250	$31,250					$62,500
Construction			$206,250	$206,250					$412,500
Total MEASURE R	$62,500	$62,500	$237,500	$237,500					$600,000
SUM PROG LACMTA FUNDS	$62,500	$62,500	$237,500	$237,500					$600,000
SUM NON-LACMTA FUNDS									
TOTAL PROJECT FUNDING	$62,500	$62,500	$237,500	$237,500					$600,000

ATTACHMENT C
SCOPE OF WORK

PROJECT TITLE: I-605 Hot Spots Arterial Intersection Project - Rosemead Boulevard and Whittier Boulevard

PROJECT LOCATION:
The project is located in the City of Pico Rivera at the intersection of Rosemead Boulevard and Whittier Boulevard.

PROJECT LIMITS:
Proposed improvements will be limited to the intersection of Rosemead Boulevard and Whittier Boulevard.

NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:
The purpose of this project is to provide plans, specifications, and estimates and construct intersection improvements that will most effectively reduce existing and forecasted congestion in the SR-91/I-605/I-405 corridor. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

BUDGET:

COMPONENT	AMOUNT
PA/ED	000,000
PS and E	124,950
R/W Support	000,000
R/W Capital	000,000
Construction Support	62,475
Construction Capital	412,575
Total Budget	$ 600,000

SCOPE:
The project entails the following:

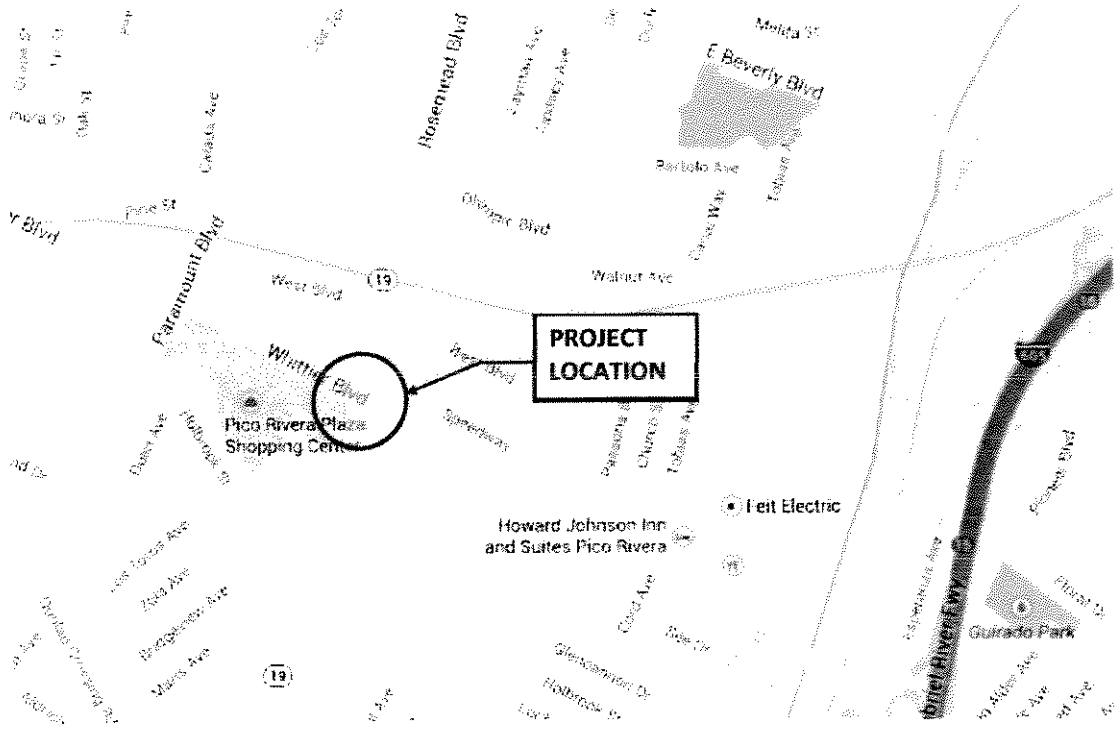
- Provide an additional southbound left-turn lane on Rosemead Boulevard.
- Increase the eastbound left-turn storage on Whittier Boulevard.
- Increase the westbound left-turn storage on Whittier Boulevard.
- Provide a new northbound right-turn pocket on Rosemead Boulevard.

MILESTONES:

	Start	Complete
Environmental Phase	N/A	N/A
Right-of-Way Engineering/Acquisition	N/A	N/A
Plans, Specifications & Estimates	May 2014	September 2014
Advertisement and Bidding	October 2014	November 2015
Construction	January 2015	April 2015

ATTACHMENT C - Location Map

PROJECT LOCATION MAP
ROSEMEAD BLVD. AND WHITTIER BLVD.



ATTACHMENT D

REPORTING & ADMINISTRATIVE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.

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

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

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

EXPENDITURE GUIDELINES

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

DEFINITIONS

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

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

Attachment D1 - Monthly Progress Report

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Quarterly Report #	

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO P.O. Box #512296, Los Angeles, CA 90051-0296 after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

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

	LACMTA Measure R Grant $	LACMTA Prop C 25% $	Other Funding %		Total $
Project Quarter Expenditure					
This Quarter Expenditure					0
Retention Amount					0
Net *Invoice Amount* (Less Retention)					0
Project-to-Date Expenditure					
Funds Expended to Date (Include this Quarter)					0
Total Project Budget					0
% of Project Budget Expended to Date					0
Balance Remaining					0

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2012-2013 ☐ 2013-2014 ☐ 2014-2015 ☐ 2015-2016
☐ 2016-2017 ☐ 2017-2018 ☐ 2018-2019 ☐ 2019-2020

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

DATE SUBMITTED: _____

LACMTA Area Team Representative / Project Mgr.	Name:	
	Area Team:	
	Phone Number:	
	e-mail:	

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

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

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

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA S

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Total Project Duration (Months)				

2. PROJECT COMPLETION

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

☐ On schedule per original FA schedule

☐ Less than 12 months behind original schedule

☐ Between 12-24 months behind original schedule

☐ More than 24 months behind original schedule

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

☐ Yes ☐ No ☐ Not Applicable

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

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

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

5. ACTION ITEMS TO RESOLVE DELAY

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

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures

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

Notes:

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

2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature _____ *Date* _____

Name _____ *Title* _____

Attachment E – Federal Transportation Improvement Program (FTIP) Sheet

Los Angeles Metropolitan Transportation Authority

2015 Federal Transportation Improvement Program ($000)

TIP ID: LA0G942 — Implementing Agency: Pico Rivera, City of

Project Description: Rosemead Boulevard at Whittier Boulevard Intersection Improvements - provide northbound right turn pocket and additional southbound left turn lane along Rosemead Bl. and increase eastbound and westbound left turn storage along Whittier Bl.

SCAG RTP Project #: 7120031
Study:N/A Is Model: Model #:
PM: Rene Guerrero - (562) 801-4417
Email: rguerrero@pico-rivera.org
LS: N LS GROUP#:
Conformity Category: EXEMPT - 93.127

System: Local Hwy Route: Postmile: Distance: Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date: 02/01/2016

Lane # Exist: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: DRAFT CATEGORICALLY EXEMPT - 12/01/2013

Toll Rate: Toll Calc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: Gateway Cities Area

CT/PS ID: EA#: PPNO:

Program Code: NCRH1 - INTERSECTION IMPROVEMENTS/CHANNELIZATION Stop Loc:

	PHASE	PRIOR	14/15	15/16	16/17	17/18	18/19	19/20	BEYOND	TOTAL
	PE									
	RW									
	CON									
	SUBTOTAL									
CITY: City Funds	PE	$62	$62							$124
	RW	$0	$0							$0
	CON	$0	$476							$476
	SUBTOTAL	$62	$538							$600
	[illegible]	[illegible]	[illegible]							[illegible]

TOTAL PE: $124 TOTAL RW: $0 TOTAL CON: $476

- General Comment: Project schedule was delayed because Measure R funds have not been approved yet
- Modeling Comment:
- TCM Comment:
- Narrative: Project cost stays the same

Changed Project Completion Date
- from "01/2015" to "01/2016"

Changed Current Implementation Status
- from "No Project Activity" to "Environmental Document/Pre-Design Phase (PAED)"

Change Fund Source

CITY:
- Add funds in 13/14 in ENG for $62
- Add funds in 14/15 in ENG for $62, CON for $476

MR:
- Delete funds in 12/13 in ENG for $62
- Delete funds in 13/14 in ENG for $62, CON for $476

Total project cost remains the same at $600

Last Revised: Adoption 15-00 - SCAG PENDING — Change reason:Carry Over, Carry over from 13-1 — Total Cost: $600

Attachment F – Special Grant Conditions

LACMTA has asked the Gateway Cities Council of Governments (GCCOG) to provide program administration and project development and oversight over the Project in conjunction with LACMTA. In order to do so, the GCCOG shall obtain a copy from LACMTA or through LACMTA's Project Database of each Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) at the time Grantee submits the reports to LACMTA. The GCCOG, through the Monthly Progress Reports, shall monitor progress of the Project schedule and budget and provide periodic reports to LACMTA on the status of the Project. The GCCOG shall also monitor and report to LACMTA on overall program-level schedule and budget to identify and evaluate any problems that may result in Project delays or cost overruns.

The Monthly Progress Reports (Attachment D1) shall include, but are not limited to, Project progress, use of funds during the previous month, the milestones progress vs. costs, risk management plan, expenditures to date, funds committed and forecast at completion, updated Project schedule vs. Project baseline and identifying any major problems and proposed solutions. If a potential cost overrun is identified, the monthly report must detail the cost overrun and provide a recovery proposal.

The Quarterly Expenditure Reports (Attachment D2) provided by the Grantee to LACMTA shall be used by the GCCOG for monitoring and reporting program expenditures to LACMTA.

For modifications that affect the terms of this FA, such as changes to project funding, scope or schedule, Grantee must obtain evidence of GCCOG concurrence to modifications before formally requesting LACMTA for an amendment to this FA in writing.

Attachment G: Bond Requirements

The provisions of this Attachment I apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each monthly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

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

FTIP #: LA0G943

Project#: MR315.21
FA: #MOU.MR315.21

MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM

This Funding Agreement ("FA") is dated for reference purposes only March 28, 2014, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Pico Rivera ("Grantee") for Rosemead Boulevard and Washington Boulevard Intersection Improvements Project, LACMTA Project ID# MR315.21 and FTIP LA0G943. The Rosemead Boulevard and Washington Boulevard Intersection Improvements Project is eligible for funding under Line 35 of the Measure R Expenditure Plan.

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

WHEREAS, the funding set forth herein is intended to fund **Plans, Specifications, and Estimates (PS&E) and Construction** phases of the Rosemead Boulevard and Washington Boulevard Intersection Improvements Project.

WHEREAS, the LACMTA Board, at its October 24, 2013 meeting, programmed $40,000 in Measure R Funds to Grantee for PS&E and Construction, subject to the terms and conditions contained in this FA.

WHEREAS, the LACMTA Construction and Engineering Executive Director, on March 19, 2014, authorized and signed a Letter of No Prejudice (LONP) to the Grantee, authorizing the Grantee to expend local funds prior to the execution of this FA on a reimbursable basis.

WHEREAS, the Funds are currently programmed as follows: $8,000 in FY 2013-14 and $32,000 in FY 2014-15. The total designated for PS&E and construction of the Rosemead Boulevard and Washington Boulevard Intersection Improvements Project is $40,000.

NOW, THEREFORE, the parties hereby agree as follows:

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

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan Guidelines
   Attachment B1 – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Reporting and Expenditure Guidelines
7. Attachment D1 – Monthly Progress Report
8. Attachment D2 – Quarterly Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Special Grant Conditions
11. Attachment G – Bond Requirements
12. Any other attachments or documents referenced in the above documents

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

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____ Date: 5/1/14

Deputy

GRANTEE:

CITY OF PICO RIVERA

RG By: _____ Date: _____

~~Ron Bates~~
~~City Manager~~
Brent A. Tercero, Mayor

APPROVED AS TO FORM:

By: _____ Date: _____

Steven L. Dorsey
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Rosemead Boulevard and Washington Boulevard Intersection Improvements Project – Project Development, PS&E and Construction. LACMTA Project ID# MR315.21, FTIP# LA0G943.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $40,000 (the "Funds") for the Project. LACMTA Board of Directors' action of October 24, 2013 and March 27, 2014 granted the Measure R Funds for the Project. The Funds are programmed over Fiscal Years (FY) FY 2013 -14 and 2014-2015.

3. This grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly Expenditure Report. Grantee Funding Commitment if applicable must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the Grantee Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Executive Director of Highway Program in writing. If the LACMTA's Executive Director of Highway Program concurs with such updated Expenditure Plan in writing, Attachment B1 shall be replaced with the new Attachment B1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Executive Director of Highway. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, Grantee shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but Grantee believes it can make up the time so as to not impact the final milestone date, Grantee shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D1. In no event can the final milestone date be amended by a Monthly Progress Report.

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

8. **Attachment D** - the Reporting & Expenditure Guidelines; Grantee shall complete the "Monthly Progress Report and the Quarterly Expenditure Report." The Monthly Progress and Quarterly Expenditure Report are attached to this FA as Attachments D1 and D2 in accordance with Attachment D - Reporting and Expenditure Guidelines.

9. **Attachment E** the "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at http://program.metro.net. All projects that receive funding through Measure R must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-

material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, or its schedule, Project Funding, Financial Plan, the Scope of Work, including its schedule

11. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Lucy Olmos
LACMTA PROJECT MANAGER
MAIL STOP: 99-22-9
PHONE (213) 922-7099
EMAIL: olmosl@metro.net

12. Grantee's Address:

City of Pico Rivera,
City Engineer
6615 Passons Blvd.
Pico Rivera, CA 90660
Arturo Cervantes, P.E.
E-MAIL: ACERVANTES@PICO-RIVERA.ORG
PHONE: 562-801-4225

13. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment G to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the date this FA is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA is executed shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENDED OR TERMINATION

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

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 6.1 of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Project ID# MR315.21 and FA# MOU.MR315.21
Project Manager: Lucy Olmos, Mail Stop: 99-22-9

4. USE OF FUNDS:

4.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

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

4.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides Grantee with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law as appropriate. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

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

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Monthly Progress and

Quarterly Expenditure Report. Grantee Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

6.1 Grantee shall submit the Monthly Progress Report **(Attachment D1)** within seven (7) days from the last day of each month and submit the Quarterly Expenditure Report **(Attachment D2)** within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Monthly Progress and Quarterly Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds **$500,000** in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for Grantee's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers expenditures submitted to LACMTA through Grantee's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

6.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to

audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs **6.2** and **6.3** above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

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

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 Grantee shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. Grantee shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 Grantee shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.10 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subparagraph 31(whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed

to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

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

8. SOURCES AND DISPOSITION OF FUNDS:

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

8.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board, the Gateway Cities Council of Governments. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

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

8.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by Grantee prior to the execution of this FA (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

8.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost

savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

9.1 Grantee must demonstrate timely use of the Funds by:

(i) executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Project Design, Preliminary Engineering-(PE) must begin within **six (6) months** from completion of environmental clearance, if appropriate.

(iii) Project Development or Right-of-Way costs must be expended (including by deposit into a condemnation action) by the end of the **second (2nd)fiscal year** following the year the Funds were first programmed; and

(iv) Contracts for Construction or Capital purchase shall be executed within **twelve (12) months** from the date of completion of design; and

(v) Work shall be delivered in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this FA.

(vi) submitting the Monthly Progress and Quarterly Expenditure Report as described in Part II, Section 6.1 of this FA; and

(vii) expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2013 -14 are subject to lapse by June 30, 2018. All Funds programmed for FY 2014-15 are subject to lapse by June 30, 2019.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section **9.1** of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT:

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

11. REMEDIES:

11.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

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

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS:

12.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding 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. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

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

12.3 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.

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

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

13. OTHER TERMS AND CONDITIONS:

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority.

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

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this FA; or

(iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

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

13.6 Grantee shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

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

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

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

13.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

13.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and

Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of **Attachment F-1**. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.14 Grantee will advise LACMTA prior to any key Project staffing changes.

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

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

ATTACHMENT A -PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA # MOU.MR315.21

Project Title: Rosemead Blvd./Washington Blvd. Project#: MR315.21

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS					$8,000	$32,000			$40,000	100%
SUBTOTAL					**$8,000**	**$32,000**			**$ 40,000**	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL					$8,000	$32,000			**$ 40,000**	**100%**
OTHER SOURCES OF FUNDING:										
LOCAL:									$0	0%
STATE:									$0	0%
FEDERAL:									$0	0%
PRIVATE OR OTHER:									$0	0%
OTHER FUNDING SUBTOTAL		**$0**	**$0**	**$0**	**$0**	$0	**$0**		**$0**	**0%**
TOTAL PROJECT FUNDS		**$0**	**$0**	**$0**	**$8,000**	**$32,000**	**$0**		$40,000	**100%**

ATTACHMENT B
EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

<u>What AB 2321 (2008, Feuer) Says About the Expenditure Plan:</u>

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA # MOU.MR315.21

Project Title: Rosemead Blvd./Washington Blvd. Project#:MR315.21

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2014-15 Qtr 1	FY 2014-15 Qtr 2	FY 2014-15 Qtr 3	FY 2014-15 Qtr 4	FY 2015-16 Qtr 1	FY 2015-16 Qtr 2	FY 2015-16 Qtr 3	FY 2015-16 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PS&E	$2,000	$2,000							$4,000
Const. Support			$2,000	$2,000					$4,000
Construction			$16,000	$16,000					$32,000
Total MEASURE R	$2,000	$2,000	$18,000	$18,000					$40,000
SUM PROG LACMTA FUNDS:	$2,000	$2,000	$18,000	$18,000					$40,000
PROJECT FUNDING FY15-FY16	$2,000	$2,000	$18,000	$18,000					$40,000
SUMMARY OF ALL FUNDS									
SUM PROG LACMTA FUNDS	$2,000	$2,000	$18,000	$18,000					$40,000
SUM NON-LACMTA FUNDS									
TOTAL PROJECT FUNDING	$2,000	$2,000	$18,000	$18,000					$40,000

ATTACHMENT C
SCOPE OF WORK

PROJECT TITLE: Rosemead Boulevard and Washington Boulevard Intersection Improvements Project

PROJECT LOCATION:
The project is located in the City of Pico Rivera at the intersection of Rosemead Boulevard and Washington Boulevard.

PROJECT LIMITS:
Proposed improvements will be limited to the intersection of Rosemead Boulevard and Washington Boulevard.

NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:
The purpose of this project is to construct intersection improvements that will most effectively reduce existing and forecasted congestion in the SR-91/I-605/I-405 corridor. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

BUDGET:

COMPONENT	AMOUNT
PA/ED	000,000
PS and E	8,382
R/W Support	000,000
R/W Capital	000,000
Construction Support	4,191
Construction Capital	27,427
Total Budget	$ 40,000

SCOPE:
The project entails the following:

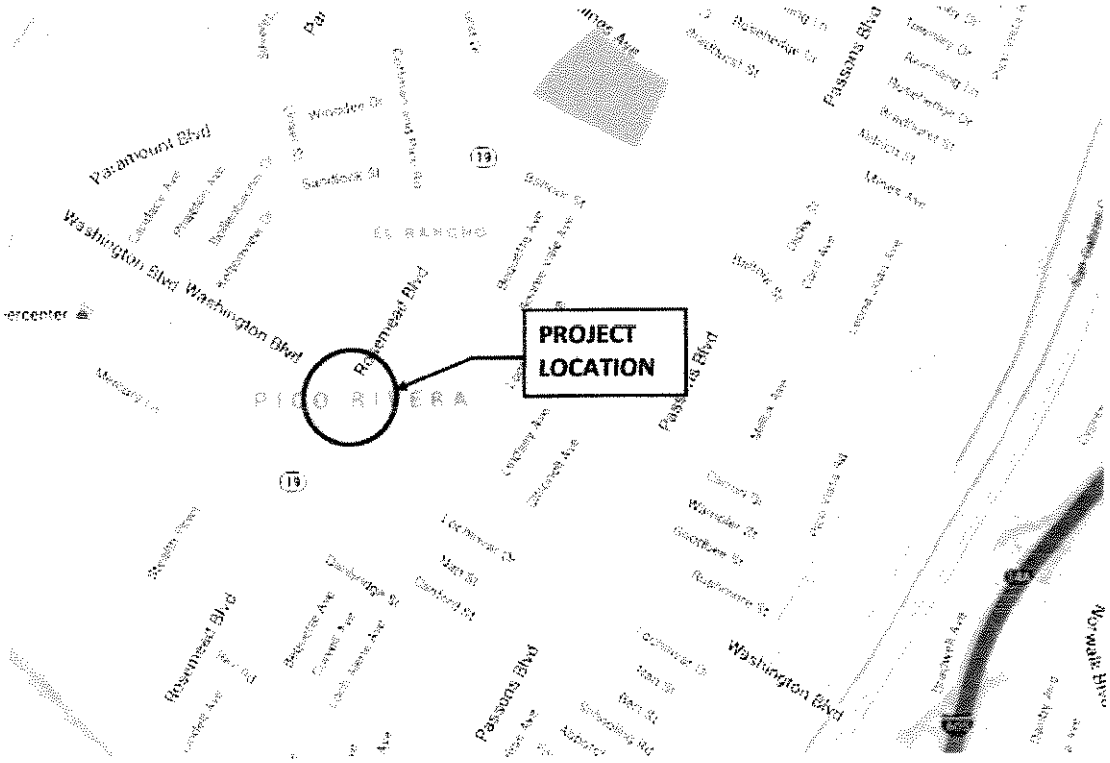
- Modify the northbound right-turn pocket into a northbound shared thru/right-turn lane on Rosemead Boulevard.
- Modify the southbound right-turn pocket into a southbound shared thru/right-turn lane on Rosemead Boulevard.

MILESTONES:

	Start	Complete
Environmental Phase	N/A	N/A
Right-of-Way Engineering/Acquisition	N/A	N/A
Plans, Specifications & Estimates	May 2014	September 2014
Advertisement and Bidding	October 2014	November 2015
Construction	January 2015	April 2015

ATTACHMENT C - Location Map

PROJECT LOCATION MAP
ROSEMEAD BLVD. AND WASHINGTON BLVD.



ATTACHMENT D

REPORTING & ADMINISTRATIVE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.

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

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

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

EXPENDITURE GUIDELINES

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

DEFINITIONS

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

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- In-eligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

Attachment D1 - Monthly Progress Report

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Quarterly Report #	

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO P.O. Box #512296, Los Angeles, CA 90051-0296 after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

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

	LACMTA Measure R Grant $	LACMTA Prop C 25% $	Other Funding %		Total $
Project Quarter Expenditure					
This Quarter Expenditure					0
Retention Amount					0
Net Invoice Amount (Less Retention)					0
Project-to-Date Expenditure					
Funds Expended to Date (Include this Quarter)					0
Total Project Budget					0
% of Project Budget Expended to Date					0
Balance Remaining					0

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2012-2013 ☐ 2013-2014 ☐ 2014-2015 ☐ 2015-2016
☐ 2016-2017 ☐ 2017-2018 ☐ 2018-2019 ☐ 2019-2020

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

DATE SUBMITTED: _____

LACMTA Area Team Representative / Project Mgr.	Name:	
	Area Team:	
	Phone Number:	
	e-mail:	

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

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

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

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA S

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Total Project Duration (Months)				

2. PROJECT COMPLETION

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

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

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

☐ Yes ☐ No ☐ Not Applicable

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

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

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

5. ACTION ITEMS TO RESOLVE DELAY

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

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures

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

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____

Signature *Date*

_____ _____

Name *Title*

Attachment E – Federal Transportation Improvement Program (FTIP) Sheet

Los Angeles Metropolitan Transportation Authority

2015 Federal Transportation Improvement Program ($000)

TIP ID: LA0G943 Implementing Agency: Pico Rivera, City of

Project Description: Rosemead Boulevard at Washington Boulevard intersection improvements - modify northbound and southbound right turn pockets into shared thru/right turn lane along Rosemead Bl

SCAG RTP Project #: 1AL04
Study:N/A Is Model: YES Model #:
PM: Rene Guerrero - (562) 801-4417
Email: rguerrero@pico-rivera.org
LS: N LS GROUP#:
Conformity Category: NON-EXEMPT

System: Local Hwy Route: Postmile: Distance: Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date: 02/01/2016

Lane # Exist: 4 Lane # Prop: 6 Imprv Desc: modify 2 existing right turn only lanes to become thru and right turn lanes Air Basin: SCAB Envir Doc: DRAFT CATEGORICALLY EXEMPT - 12/01/2013

Toll Rate: Toll Calc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: Gateway Cities Area

CTIPS ID: EA #: PPNO:

Program Code: CAX63 - HIGHWAY/ROAD IMP - LANE ADD'S (NO HOV LANES): RS: Stop Loc:

	PHASE	PRIOR	14/15	15/16	16/17	17/18	18/19	19/20	BEYOND	TOTAL
	PE									
	RW									
	CON									
	SUBTOTAL									
CITY: City Funds	PE	$4	$4							$8
	RW	$0	$0							$0
	CON	$0	$32							$32
	SUBTOTAL	$4	$36							$40
	[illegible]	[illegible]	[illegible]							[illegible]

TOTAL PE: $8 TOTAL RW: $0 TOTAL CON: $32

- *General Comment:* Project is part of the SR91/I-605 Congestion Hot Spots Arterial Intersections. Project schedule was delayed because Measure R funds have not been approved.Additional project information was inputted as requested and funding was changed to City funds until Measure R funds are approved. No significant changes were made.
- *Modeling Comment:*
- *TCM Comment:* Project is part of the SR91/I-605 Congestion Hot Spots Arterial Intersections. Project schedule was delayed because Measure R funds have not been approved.Additional project information was inputted as requested and funding was changed to City funds until Measure R funds are approved. No significant changes were made.
- *Narrative:* Project cost stays the same
No change in project funding
Total project cost remains the same at $40

Last Revised: Adoption 15-00 - SCAG PENDING Change reason:Carry Over, MINOR CHANGE Total Cost **$40**

Attachment F – Special Grant Conditions

LACMTA has asked the Gateway Cities Council of Governments (GCCOG) to provide program administration and project development and oversight over the Project in conjunction with LACMTA. In order to do so, the GCCOG shall obtain a copy from LACMTA or through LACMTA's Project Database of each Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) at the time Grantee submits the reports to LACMTA. The GCCOG, through the Monthly Progress Reports, shall monitor progress of the Project schedule and budget and provide periodic reports to LACMTA on the status of the Project. The GCCOG shall also monitor and report to LACMTA on overall program-level schedule and budget to identify and evaluate any problems that may result in Project delays or cost overruns.

The Monthly Progress Reports (Attachment D1) shall include, but are not limited to, Project progress, use of funds during the previous month, the milestones progress vs. costs, risk management plan, expenditures to date, funds committed and forecast at completion, updated Project schedule vs. Project baseline and identifying any major problems and proposed solutions. If a potential cost overrun is identified, the monthly report must detail the cost overrun and provide a recovery proposal.

The Quarterly Expenditure Reports (Attachment D2) provided by the Grantee to LACMTA shall be used by the GCCOG for monitoring and reporting program expenditures to LACMTA.

For modifications that affect the terms of this FA, such as changes to project funding, scope or schedule, Grantee must obtain evidence of GCCOG concurrence to modifications before formally requesting LACMTA for an amendment to this FA in writing.

Attachment G: Bond Requirements

The provisions of this Attachment I apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each monthly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

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

FTIP #: LA0G944

Project#: MR 315.19
FA: #MOU.MR 315.19

MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM

This Funding Agreement ("FA") is dated for reference purposes only March 20, 2014, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Pico Rivera ("Grantee") for Rosemead Boulevard and Slauson Avenue Intersection Improvements Project, LACMTA Project ID# MR315.19 and FTIP LA0G944. This Rosemead Boulevard and Slauson Avenue Intersection Improvements Project is eligible for funding under Line 35 of the Measure R Expenditure Plan.

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

WHEREAS, the funding set forth herein is intended to fund **Plans, Specifications, and Estimates (PS&E) and Construction** phases of the Rosemead Boulevard and Slauson Avenue Intersection Improvements Project.

WHEREAS, the LACMTA Board, at its October 24, 2013 meeting, programmed $1,770,000 in Measure R Funds to Grantee for PS&E and Construction, subject to the terms and conditions contained in this FA.

WHEREAS, the LACMTA Construction and Engineering Executive Director, on March 19, 2014, authorized and signed a Letter of No Prejudice (LONP) to the Grantee, authorizing the Grantee to expend local funds prior to the execution of this FA on a reimbursable basis.

WHEREAS, the LACMTA Board, at its March 27, 2014 meeting, re-programmed the Funds as follows: $300,000 in FY 2013-14 and $1,470,000 in FY 2014-15. The total designated for PS&E and construction of the Rosemead Boulevard and Slauson Avenue Intersection Improvements Project is $1,770,000.

NOW, THEREFORE, the parties hereby agree as follows:

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

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Expenditure Plan Guidelines
   Attachment B1 – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C – Scope of Work
6. Attachment D – Reporting and Expenditure Guidelines
7. Attachment D1 – Monthly Progress Report
8. Attachment D2 – Quarterly Expenditure Report
9. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F – Special Grant Conditions
11. Attachment G – Bond Requirements
12. Any other attachments or documents referenced in the above documents

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

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

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____ Date: 5/1/14

Deputy

GRANTEE:

CITY OF PICO RIVERA

RG By: _____ Date: _____

~~Roy Bates~~
~~City Manager~~

Brent A. Tercero, Mayor

APPROVED AS TO FORM:

By: _____ Date: _____

Steven L. Dorsey
City Attorney

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Rosemead Boulevard and Slauson Avenue Intersection Improvements Project – Project Development, PS&E and Construction. LACMTA Project ID# MR315.19, FTIP# LA0G944.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $1,770,000 (the "Funds") for the Project. LACMTA Board of Directors' action of October 24, 2013 and March 27, 2014 granted the Measure R Funds for the Project. The Funds are programmed over Fiscal Years (FY) FY 2013 -14 and FY 2014-2015.

3. This grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly Expenditure Report. Grantee Funding Commitment if applicable must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the Grantee Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Executive Director of Highway Program in writing. If the LACMTA's Executive Director of Highway Program concurs with such updated Expenditure Plan in writing, Attachment B1 shall be replaced with the new Attachment B1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B1 as revised from time to time. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Executive Director of Highway. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the Scope of Work ("the Scope of Work"). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. No later than December 31 of each year, Grantee shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but Grantee believes it can make up the time so as to not impact the final milestone date, Grantee shall notify LACMTA of such changes in its Monthly Progress Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Monthly Progress Reports Attachment D1. In no event can the final milestone date be amended by a Monthly Progress Report.

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

8. **Attachment D** - the Reporting & Expenditure Guidelines; Grantee shall complete the "Monthly Progress Report and the Quarterly Expenditure Report." The Monthly Progress and Quarterly Expenditure Report are attached to this FA as Attachments D1 and D2 in accordance with Attachment D - Reporting and Expenditure Guidelines.

9. **Attachment E** the "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at http://program.metro.net. All projects that receive funding through Measure R must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-

material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, or its schedule, Project Funding, Financial Plan, the Scope of Work, including its schedule

11. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Lucy Olmos
LACMTA PROJECT MANAGER
MAIL STOP: 99-22-9
PHONE (213) 922-7099
EMAIL: olmosl@metro.net

12. Grantee's Address:

City of Pico Rivera
City Engineer
6615 Passons Blvd.
Pico Rivera, CA 90660
Arturo Cervantes, P.E.
E-MAIL: ACERVANTES@PICO-RIVERA.ORG
PHONE: 562-801-4225

13. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as Attachment G to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the date this FA is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA is executed shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENDED OR TERMINATION

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

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section **6.1** of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Project ID# MR315.19 and FA# MOU.MR315.19
Project Manager: Lucy Olmos, Mail Stop: 99-22-9

4. USE OF FUNDS:

4.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

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

4.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides Grantee with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law as appropriate. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

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

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Monthly Progress and

Quarterly Expenditure Report. Grantee Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

6.1 Grantee shall submit the Monthly Progress Report **(Attachment D1)** within seven (7) days from the last day of each month and submit the Quarterly Expenditure Report **(Attachment D2)** within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, and approved. The Monthly Progress and the Quarterly Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Monthly Progress and Quarterly Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds **$500,000** in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for Grantee's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers expenditures submitted to LACMTA through Grantee's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

6.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to

audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs **6.2** and **6.3** above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

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

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 Grantee shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. Grantee shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 Grantee shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.10 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subparagraph 31(whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed

to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

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

8. SOURCES AND DISPOSITION OF FUNDS:

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

8.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board, the Gateway Cities Council of Governments. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

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

8.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by Grantee prior to the execution of this FA (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

8.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost

savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

9.1 Grantee must demonstrate timely use of the Funds by:

(i) executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Project Design, Preliminary Engineering-(PE) must begin within **six (6) months** from completion of environmental clearance, if appropriate.

(iii) Project Development or Right-of-Way costs must be expended (including by deposit into a condemnation action) by the end of the **second (2nd)fiscal year** following the year the Funds were first programmed; and

(iv) Contracts for Construction or Capital purchase shall be executed within **twelve (12) months** from the date of completion of design; and

(v) Work shall be delivered in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this FA.

(vi) submitting the Monthly Progress and Quarterly Expenditure Report as described in Part II, Section 6.1 of this FA; and

(vii) expending the Funds granted under this FA for allowable costs within **five years or 60 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2013 -14 are subject to lapse by June 30, 2018. All Funds programmed for FY 2014 -15 are subject to lapse by June 30, 2019.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section **9.1** of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT:

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

11. REMEDIES:

11.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

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

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS:

12.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding 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. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

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

12.3 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.

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

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

13. OTHER TERMS AND CONDITIONS:

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority.

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

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental

obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this FA; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

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

13.6 Grantee shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

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

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

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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

13.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

13.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of **Attachment F-1**. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.14 Grantee will advise LACMTA prior to any key Project staffing changes.

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

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

ATTACHMENT A -PROJECT FUNDING

ATTACHMENT A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA # MOU.MR315.19

Project Title: Rosemead Blvd./Slauson Ave. Project#: MR315.19

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS					$300,000	$1,470,000			$1,770,000	100%
SUBTOTAL					**$300,000**	**$1,470,000**			**$ 1,770,000**	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL					$300,000	$1,470,000			**$ 1,770,000**	**100%**
TOTAL PROJECT FUNDS		$0	$0	$0	$300,000	$1,470,000	$0		$1,770,000	100%

ATTACHMENT B
EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

<u>What AB 2321 (2008, Feuer) Says About the Expenditure Plan:</u>

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA # MOU.MR315.19

Project Title: Rosemead Blvd./Slauson Ave. Project#:MR315.19

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2014-15 Qtr 1	FY 2014-15 Qtr 2	FY 2014-15 Qtr 3	FY 2014-15 Qtr 4	FY 2015-16 Qtr 1	FY 2015-16 Qtr 2	FY 2015-16 Qtr 3	FY 2015-16 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PS&E	$100,000	$100,000							$200,000
Const. Support			$50,000	$50,000					$100,000
Construction			$970,000	$500,000					$1,470,000
Total MEASURE R	$100,000	$100,000	$1,020,000	$550,000					$1,770,000
SUM PROG LACMTA FUNDS:									
SUMMARY OF ALL FUNDS									
SUM PROG LACMTA FUNDS	$100,000	$100,000	$1,020,000	$550,000					$1,770,000
SUM NON-LACMTA FUNDS									
TOTAL PROJECT FUNDING	$100,000	$100,000	$1,020,000	$550,000					$1,770,000

ATTACHMENT C
SCOPE OF WORK

PROJECT TITLE: Rosemead Boulevard and Slauson Avenue Intersection Improvement Project

PROJECT LOCATION:
The project is located in the City of Pico Rivera at the intersection of Rosemead Boulevard and Slauson Avenue.

PROJECT LIMITS:
Project improvements will be limited to the intersection of Rosemead Boulevard and Slauson Avenue.

NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:
The purpose of this project is to construct intersection improvements that will most effectively reduce existing and forecasted congestion in the SR-91/I-605/I-405 corridor. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

BUDGET:

COMPONENT	AMOUNT
PA/ED	0,000
PS and E	367,088
R/W Support	0,000
R/W Capital	0,000
Construction Support	183,544
Construction Capital	1,219,368
Total Budget	$1,770,000

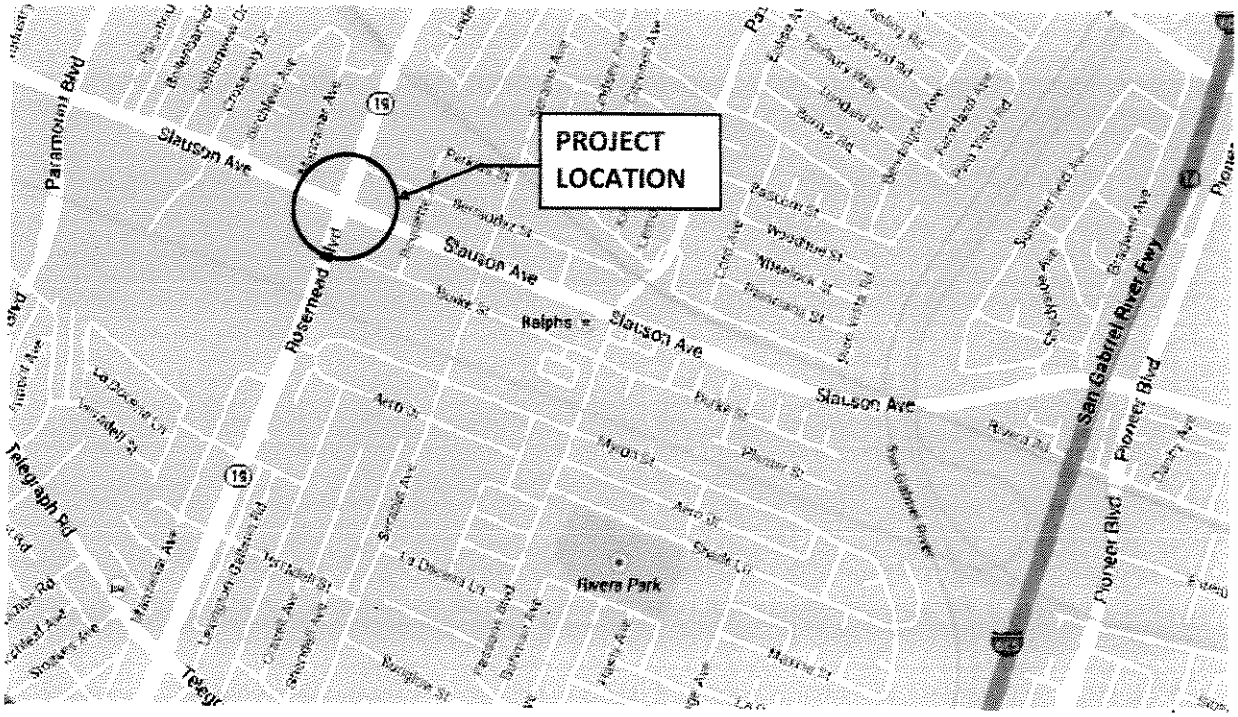
SCOPE:
The project entails the following:

- Provide an additional southbound thru lane on Rosemead Boulevard.
- Increase southbound left-turn storage on Rosemead Boulevard.
- Provide an additional westbound left-turn lane on Slauson Avenue.
- Provide an additional northbound thru lane on Rosemead Boulevard.

MILESTONES:

	Start	Complete
Environmental Phase	N/A	N/A
Right-of-Way Engineering/Acquisition	N/A	N/A
Plans, Specifications & Estimates	May 2014	September 2014
Advertisement and Bidding	October 2014	November 2015
Construction	December 2014	March 2015

PROJECT LOCATION MAP
ROSEMEAD BLVD. AND SLAUSON AVE.



ATTACHMENT D

REPORTING & ADMINISTRATIVE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (Attachment D1) is required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit a quarterly report to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.

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

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

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

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (MOU Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.

- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the MOU, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The MOU is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- Local Participation: Where local participation consists of "in-kind" contributions rather than funds, the following contributions may be included:
- Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.

- Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.

- Donations of volunteer services dedicated to the project.

- A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.

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

Attachment D1 - Monthly Progress Report

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Quarterly Report #	

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO P.O. Box #512296, Los Angeles, CA 90051-0296 after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

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

	LACMTA Measure R Grant $	LACMTA Prop C 25% $	Other Funding %		Total $
Project Quarter Expenditure					
This Quarter Expenditure					0
Retention Amount					0
Net Invoice Amount (Less Retention)					0
Project-to-Date Expenditure					
Funds Expended to Date (Include this Quarter)					0
Total Project Budget					0
% of Project Budget Expended to Date					0
Balance Remaining					0

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2012-2013 ☐ 2013-2014 ☐ 2014-2015 ☐ 2015-2016
☐ 2016-2017 ☐ 2017-2018 ☐ 2018-2019 ☐ 2019-2020

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

DATE SUBMITTED: _____

LACMTA Area Team Representative / Project Mgr.	Name:	
	Area Team:	
	Phone Number:	
	e-mail:	

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

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

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

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA S

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Total Project Duration (Months)				

2. PROJECT COMPLETION

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

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

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

☐ Yes ☐ No ☐ Not Applicable

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

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

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

5. ACTION ITEMS TO RESOLVE DELAY

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

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures

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

Notes:

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

2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____

Signature *Date*

_____ _____

Name *Title*

Attachment E – Federal Transportation Improvement Program (FTIP) Sheet

Los Angeles Metropolitan Transportation Authority

2015 Federal Transportation Improvement Program ($000)

ID: LA0G944 Implementing Agency: Pico Rivera, City of

Project Description: Rosemead Boulevard at Slauson Avenue Intersection Improvements - Provide additional northbound and southbound lane along Rosemead Bl. thru intersection, increase southbound left turn storage along Rosemead Bl., and provide additional westbound left turn lane along Slauson Ave

SCAG RTP Project #: 1AL04
Study:N/A Is Model: YES Model #:
PM: Rene Guerrero - (562) 801-4417
Email: rguerrero@pico-rivera.org
LS: N LS GROUP#:
Conformity Category: NON-EXEMPT

System: Local Hwy Route: Postmile: Distance: Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date: 02/01/2016

Lane # Exist: 4 Lane # Prop: 6 Imprv Desc: add northbound and southbound thru lane thru intersection Air Basin: SCAB Envir Doc: DRAFT CATEGORICALLY EXEMPT - 12/01/2013

Toll Rate: Toll Calc Loc: Toll Method: Hov acs eg loc Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: Gateway Cities Area

CTIPS ID: EA #: PPNO:

Program Code: CAX63 - HIGHWAY/ROAD IMP - LANE ADD'S (NO HOV LANES) RS Stop Loc:

	PHASE	PRIOR	14/15	15/16	16/17	17/18	18/19	19/20	BEYOND	TOTAL
	PE									
	RW									
	CON									
	SUBTOTAL									
CITY - City Funds	PE	$183	$183	$0						$366
	RW	$0	$0	$0						$0
	CON	$0	$702	$702						$1,404
	SUBTOTAL	$183	$885	$702						$1,770
	[illegible]	[illegible]	[illegible]	[illegible]						[illegible]

TOTAL PE: $366 TOTAL RW: $0 TOTAL CON: $1,404

- General Comment: Project is part of the SR91/I-605 Congestion Hot Spots Arterial Intersections. Project schedule was delayed because Measure R funds have not been approved Additional project information was inputted as requested and funding was changed to City funds until Measure R funds are approved
- Modeling Comment:
- TCM Comment: No significant modeling change made
- Narrative: Project cost stays the same
No change in project funding
Total project cost remains the same at $1,770

Last Revised: Adoption 15-00 - SCAG PENDING Change reason: Carry Over, MINOR CHANGE Total Cost $1,770

Attachment F – Special Grant Conditions

LACMTA has asked the Gateway Cities Council of Governments (GCCOG) to provide program administration and project development and oversight over the Project in conjunction with LACMTA. In order to do so, the GCCOG shall obtain a copy from LACMTA or through LACMTA's Project Database of each Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) at the time Grantee submits the reports to LACMTA. The GCCOG, through the Monthly Progress Reports, shall monitor progress of the Project schedule and budget and provide periodic reports to LACMTA on the status of the Project. The GCCOG shall also monitor and report to LACMTA on overall program-level schedule and budget to identify and evaluate any problems that may result in Project delays or cost overruns.

The Monthly Progress Reports (Attachment D1) shall include, but are not limited to, Project progress, use of funds during the previous month, the milestones progress vs. costs, risk management plan, expenditures to date, funds committed and forecast at completion, updated Project schedule vs. Project baseline and identifying any major problems and proposed solutions. If a potential cost overrun is identified, the monthly report must detail the cost overrun and provide a recovery proposal.

The Quarterly Expenditure Reports (Attachment D2) provided by the Grantee to LACMTA shall be used by the GCCOG for monitoring and reporting program expenditures to LACMTA.

For modifications that affect the terms of this FA, such as changes to project funding, scope or schedule, Grantee must obtain evidence of GCCOG concurrence to modifications before formally requesting LACMTA for an amendment to this FA in writing.

Attachment G: Bond Requirements

The provisions of this Attachment I apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each monthly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

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

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: May 27, 2014

Subject: SIDEWALK IMPROVEMENTS, CIP NO. 21271 – NOTICE OF COMPLETION

Recommendation:

1) Accept as complete, effective May 20, 2014, work performed by Mora's Equipment and Construction on the Sidewalk Improvements Project; and

2) Instruct the City Clerk to file the Notice of Completion with the Los Angeles County Recorder.

Fiscal Impact:

$100,000	(Measure R Funds)
$50,000	(Proposition C)
$150,000	

Discussion:

The 5-Year Capital Improvement Program budgets concrete improvements on an annual basis. Concrete improvements consist of repairs and replacement of damaged curbs, gutters and sidewalks, installation of new sidewalk, and miscellaneous concrete improvements. Such improvements are necessary to enhance walkability, pedestrian safety (e.g. removing tripping hazards), and to meet ADA standards.

Accordingly, on July 10, 2013, City Council allocated $100,000 in Measure R funds to the Sidewalk Improvements Project. On April 8, 2014, the City Council awarded a contract in the amount of $98,243 to Mora's Equipment and Construction for the construction of the project. Construction was complete effective May 20, 2014, and the Notice of Completion can now be filed with the Los Angeles County Recorder.

This project entailed construction of approximately 500 feet of new sidewalk, reconstruction of approximately 700 feet of existing sidewalk, concrete improvements at two bus stops necessary to meet ADA standards, and reconstruction of one curb ramp (see Enclosure 1 for the project location map). Work was performed per the approved plans and specifications.

A few contract changes were necessary to complete construction. Contract changes, in the amount of $26,978, were approved administratively, and primarily consisted of additional work and unforeseen conditions, such as the reconstruction of 230 feet of existing sidewalk, 40 feet of retaining curbs, 26 feet of curb and gutter, 1,760 square feet of asphalt pavement and a 120 square foot concrete driveway approach. The final construction cost for this Sidewalk Improvements Project was $125,221.

Construction began on April 18, 2014. Even with the additional work, the project was completed within the original 20 working-day schedule. Construction was delivered with acceptable quality and workmanship.

The $150,000 fund has been fully expended as follows:

- $125,221 - Construction
- $24,779 - Job costing for Project and Construction Management, Inspection.

Ronald Bates

RRB:RG:MN:lg

Enc.

1) Location Map

ENCLOSURE 1

CITY OF PICO RIVERA

NOT TO SCALE

CIP NO. 21271 - ANNUAL SIDEWALK IMPROVEMENTS
LOCATION MAP

LEGEND

- DENOTE NEW HANDICAP CURB RAMP TO RECONSTRUCT
- DENOTE BUS STOP AREA TO CONSTRUCT/RECONSTRUCT
- DENOTE AREA OF DAMAGE/NEW SIDEWALKS

PICO RIVERA

CITY OF PICO RIVERA
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
CIP NO. 21271 - ANNUAL SIDEWALK IMPROVEMENTS
LOCATION MAP

REGISTERED PROFESSIONAL ENGINEER
RENE CUERVERE
No.68263
Exp. 06-30-14
CIVIL
STATE OF CALIFORNIA

Prepared by: MM | Date: 01-15-14

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: May 27, 2014

Subject: TRAFFIC SIGNAL SAFETY IMPROVEMENTS CITYWIDE, CIP NO. 21242 – AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION

Recommendation:

1) Approve Plans, Specifications and Estimate (PS&E) for the Traffic Signal Safety Improvements Citywide, CIP No. 21242; Federal Project No. HSIPL-5351(023); and

2) Authorize the City Clerk to publish the Notice Inviting Bids; and

3) Approve the Notice of Exemption for the subject project and authorize the City Clerk to file with the County Recorder.

Fiscal Impact:

$899,100	(Highway Safety Improvement Program, Federal Grant Funds)
$100,000	(City of Pico Rivera, Proposition C, State Local Return Funds)
$999,100	Total Budget

Discussion:

The Traffic Signal Modifications Safety Improvements Project, (CIP No. 21242, Highway Safety Improvement Program, Federal Project No. 5351 (023)) is in the City's Capital Improvement Program. This project entails modifying seven (7) antiquated traffic signals located citywide, (see Enclosure 1). Project improvements include upgrading the traffic signals to provide exclusive left–turn phasing, installing battery backup systems and pedestrian count-down heads, upgrading the traffic signal heads to Light Emitting Diodes (L.E.D.), installation of video detection to detect the presence of vehicles for signal operations, modifying the service cabinets and upgrading access ramps to comply with the latest ADA requirements. The project also includes installing permanent solar speed radar feedback signs at various locations citywide, near schools (see Enclosure 2).

On October 22, 2013, the City Council awarded design of the Project. The design phase is now complete and the Project is ready for bid and construction.

Pursuant to the guidelines of the California Environmental Quality Act, the Traffic Signal Modifications Safety Improvements Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the installation, modification and replacement of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and traffic signals, among other facilities.

City staff is working with the Alameda Corridor East (ACE) Construction Authority to execute a cooperative agreement for their share in the project costs related to the proposed traffic signal improvements at Whittier Boulevard at Durfee Avenue, Rosemead Boulevard at Olympic Boulevard, and Durfee Avenue at Olympic Boulevard. The ACE Durfee Underpass Project requires traffic signal mitigations to be implemented at these intersections to accommodate additional motorists as the Durfee Underpass Project is being constructed.

Federal and State funds will be used on the project. Approval has been received from Caltrans, known as an E-76, to begin expending project funds. As such, the project is ready to be advertised for construction.

The estimated schedule for construction is:

- Authorization to Advertise..... May 2014
- Bid Opening..... July 2014
- Award Construction..... July 2014
- Construction..... August 2014 to December 2014

Plans and specifications are available for review in the Public Works Department.

Ronald Bates

RRB:RG:JL:lg

Enc.

1) Traffic Signal Locations
2) Speed Feed Back Locations
3) Notice of Exemption

ENCLOSURE 1

NOT TO SCALE

CITY OF
PICO RIVERA
CALIFORNIA

LEGEND:

SCHOOL

PARK

CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

HIGHWAY SAFETY IMPROVEMENT PROGRAM – INDEX MAP

PREPARED BY: M. NGUYEN	SCALE: NOT TO SCALE	DATE: 05-07-14

ENCLOSURE 2

CITY OF PICO RIVERA

CIP 21242 – SPEED RADAR SIGNS

Vicinity Map

NOT TO SCALE

LEGEND:

CITY BOUNDARY

PLANNING SPEED RADAR FEEDBACK LOCATION

ENCLOSURE 3

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

From: (Public Agency): City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660
(Address)

Project Title: CIP No. 21242: Traffic Signal Safety Improvement Citywide

Project Applicant: Rene Guerrero, Public Works Department Interim Director

Project Location - Specific:
The project will modify seven (7) signalized intersections located at Slauson and Serapis, Whittier Blvd and Passons Blvd, Whittier Blvd and Durfee Ave, Beverly Rd and Rosemead Blvd, Beverly Rd and Durfee Ave, Paramount Blvd and Mines Ave, and Whittier Blvd and Myrtle St.

Project Location - City: Pico Rivera Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
The scope of work includes upgrading service cabinets and controllers to provide exclusive left-turn phasing, installation of battery backup systems, video detection system, and pedestrian count-down heads, upgrading to Light Emitting Diodes (L.E.D.) traffic signal heads and luminaries, and installation of speed radar feedback signs. The purpose of the project is to install public safety improvements. The beneficiaries are the citizens of Pico Rivera and the surrounding community.

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: Rene Guerrero, Public Works Dept. Interim Director

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 15301, Class 1 - Existing Facilities
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The project is exempt due to it being alterations of existing traffic/pedestrian right-of-ways for safety purposes that will not result in the expansion of the existing use of the right-of-way.

Lead Agency Contact Person: Rene Guerrero Area Code/Telephone/Extension: (562) 801-4421

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Rene G Date: 5/19/14 Title: Interim Director

☒ Signed by Lead Agency ☒ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: May 27, 2014

Subject: WHITTIER BOULEVARD STREET REHABILITATION PROJECT, VAN NORMAN ROAD TO PARAMOUNT BOULEVARD, CIP NO. 21246 - AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 13-1412 WITH KABBARA ENGINEERING

Recommendation:

Approve Amendment No. 1 to Professional Services Agreement No. 13-1412 with Kabbara Engineering for additional design services for an amount not to exceed $74,851 in accordance with proposal to the City dated April 10, 2014, and authorize the Mayor to execute the amendment in a form approved by the City Attorney.

Fiscal Impact: $74,851 Proposition C Funds

Discussion:

On September 24, 2013, Kabbara Engineering was awarded a professional services agreement to provide engineering design and construction support services for the subject project for an amount of $199,979.

Amendment No. 1 includes additional design services necessary to incorporate, (1) the design of the billboard within Union Pacific Railroad (UPRR) right-of-way, (2) the additional landscaping on the wing walls, (3) paint concepts and application procedures for the repainting of the UPRR bridge, and (4) the preparation of rendering concepts. Amendment No. 1 also reflects construction support services through completion of construction.

Amendment No. 1 is for an amount of $74,851 and is budgeted in the Capital Improvement Program. The final design fee is $274,830 and is fully funded with Proposition C.

Ronald Bates

RRB:RG:JL:lg

Enc.

1) Amendment No. 1 with Kabbara Engineering

AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH KABBARA ENGINEERING, AGREEMENT NO. 13-1412

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 13-1412 FOR PROFESSIONAL SERVICES WITH KABBARA ENGINEERING ("Amendment No. 1"), effective as of the date specified in paragraph 4 hereof, is made and entered into by and between the CITY OF PICO RIVERA ("CITY"), and KABBARA ENGINEERING ("CONSULTANT").

RECITALS

A. CITY and CONSULTANT (collectively referred to as the "PARTIES") have previously executed that certain *Agreement for Professional Services, Agreement No.13-1412* ("Agreement") relating to professional services in the City of Pico Rivera.

B. The PARTIES desire to amend said Agreement as set forth herein, pursuant to Section 5.1 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT.

The Scope of Services to be performed by CONSULTANT, as set forth in the Agreement shall be modified as follows:

> Additional design services as set forth in Consultant's proposal to City dated April 10, 2014 attached hereto as Exhibit "A-1". This includes (1) design of the billboard within UPPR right-of-way, (2) the additional landscaping on the wing walls, (3) paint concepts and application procedures for repainting of the UPPR bridge, (4) preparation of rendering concepts, and (5) construction support services through completion of construction.

2. MODIFICATION OF CONSULTANT'S COMPENSATION.

The compensation to be paid by CITY to CONSULTANT for the modified work and services identified in this Amendment No. 1 shall be as follows:

> Total compensation in accordance with the Consultant's Fee Proposal dated April 10, 2014 for an amount not to exceed $74,851 (Seventy Four Thousand Eight Hundred Fifty One Dollars only).

3. EFFECT OF AMENDMENT.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the CITY and CONSULTANT shall remain in full force and effect.

4. **EFFECTIVE DATE.**

Unless otherwise specified herein, this Amendment No.1 shall become effective as of the date set forth below on which the last of the parties, whether CITY or CONSULTANT, executes this Amendment No. 1.

[*End of Amendment No.1. Signatures to follow.*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

"CITY" CITY OF PICO RIVERA	"CONSULTANT" KABBARA ENGINEERING
_____ Brent A. Tercero, Mayor	_____ Title: _____
Dated: _____	Dated: _____
ATTEST:	APPROVED AS TO FORM
_____ Anna M. Jerome, City Clerk	_____ Arnold M. Alvarez-Glasman, City Attorney
Dated: _____	Dated: _____

Exhibit "A-1"

K A B B A R A ENGINEERING

CIVIL ENGINEERING • LAND SURVEYING

April 10, 2014

City of Pico Rivera
Public Works Department
6615 Passons Boulevard
Pico Rivera, California 90660

Attention: Mr. Jose Loera, Associate Engineer

Subject: Addendum#1 (revised) for Whittier Boulevard Rehabilitation Project (from Van Norman Road to Paramount Boulevard), CIP No. 21246

Dear Mr. Loera:

As requested, included herewith for your review and consideration is our scope of services and fee proposal for Addendum #1 for the Whittier Boulevard Rehabilitation project. This Addendum includes preliminary and final design services for the preparation of plans, specifications and estimates for the subject billboard sign construction per the attached approved concept plan, and beautification of the existing steel railroad bridge and concrete abutments with paint color, billboard lighting, and artificial plant/ivy materials. A summary of our total fee proposal for Addendum#1, including subconsultant fees, is as follows:

Description		Total Fee
WHITTIER BOULEVARD REHABILITATION PROJECT - Overpass Billboard and Bridge Beautification Design		
1.	Kabbara Engineering	$ 27,390.00
2.	Nuvis (Landscape Architecture Subconsultants)- Preliminary Design*	$ 6,952.00
3.	Nuvis (Landscape Architecture Subconsultants)-Preliminary Design Revisions for Ad Hoc Committee*	$ 4,180.00
4.	Nuvis (Landscape Architecture Subconsultants)-Final Design*	$ 14,179.00
5.	Welsh Structures Inc. (Structural Subconsultants)*	$ 15,000.00
6.	Empire 3 Consulting Engineers Inc. (Electrical Subconsultants)*	$ 1,320.00
7.	Southern California Soil & Testing Inc. (Geotechnical Subconsultants)*	$ 5,830.00
TOTAL FEE PROPOSAL		**$74,851.00**

*Includes 10% administrative charge

Please note that additional concept planting plans and/or landscape color renderings and exhibits (by Nuvis-subconsultants), are available for an additional hourly fee allowance of $15,000, if required by the City for this project.

121 NORTH HARWOOD STREET, ORANGE, CALIFORNIA 92868-1626
TEL (714) 744-9400 FAX (714) 744-9771
WWW.KABBARA.NET

Thank you for this opportunity to be of service. If you have any questions please contact me at (714) 744-9400, extension 22, or email at leah@kabbara.net.

Sincerely,
KABBARA ENGINEERING

Leah Kabbara, PE
PRINCIPAL ENGINEER

SCOPE OF WORK - ADDENDUM #1

Task 1. Kabbara Engineering

1.1 Organize and attend 2 additional meetings with City staff for design review and coordination purposes.

1.2 Perform additional design phase project coordination services, as required to expedite and resolve any issues that may impede progress of the proposed design (Hourly Estimate).

1.3 Prepare Preliminary and Final Opinions of Probable Cost for the Overpass Beautification and Billboard Sign improvements, using Microsoft Excel. Includes final quantity calculations.

1.4 Prepare Preliminary and Final Specifications for the Project in City of Pico Rivera format, including all City and Federal required attachments and bid proposal. Final Specifications shall be submitted in hard copy and on compact disk using Microsoft Word.

1.5 Perform additional field survey to locate and elevate the buttresses of the existing UPRR bridge underpass, as required for design purposes. Includes update of the existing base map and TIN model for use by the design team.

1.6 Prepare and process a beautification permit and agreement with UPRR as required for the proposed improvements within the railroad right-of-way, including meetings, coordination, correspondence and processing (hourly estimate).

Task 2 NUVIS (Landscape Architecture Subconsultants)

2.1 Perform additional professional landscape design services including Preliminary Overpass Concepts, as requested by City staff.

2.2 Perform additional professional landscape design services including revisions to the Bridge Overpass Exhibits for Ad Hoc Committee presentation (from 3/5/14 to 3/10/14), and prepare 8.5" x 11" one page Exhibit showing possible Billboard Themes.

2.3 Design Team, Governmental Coordination- This task includes one site/field meeting, coordination and interface including, but not limited to, meetings, telephone

conversations, memos, faxes, voice mail, and email with Structural Engineer, Electrical Engineer, applicable governmental agencies' departments, and project design team (To be billed hourly)

2.4 Final Landscape Design -Based on the approval of the concept plan, NUVIS will progress the plans to a set of working drawings. Preparation of construction documents that further refines the landscape architecture detail design package into one set of working drawings and specifications, ready for construction. The Landscape and Sign Detail package shall be approved by a certified and licensed NUVIS landscape architect. The plans shall include landscape improvements, billboard design development details and layout, including the following:

- Paint color selections for Existing bridge and billboard sign
- Synthetic Planting plans
- Appropriate notes, design development details for billboard and
- technical specifications

Note, the following tasks are not included; Vertical and horizontal control plan, Structural Engineering for billboard sign, Electrical Engineering for billboard and embankment lighting, Final billboard graphic design in a format suited for approved application, Graphic design will be provided by sign company, Concrete embankment paint selections.

Plans will be submitted for review to the City at 65%, 95%, and 100% design level completion. Plan check comments will be incorporated into the plans.

Task 3 Welsh Structures Inc. (WSI) (Structural Engineering Subconsultants)

3.1 The proposed project is to provide a structural analysis and design for the City of Pico Rivera freestanding Billboard Sign structure. We understand WSI will be responsible for the structural sign box, support pole and foundation design. All designs will be done in accordance with the 2013 CBC, 7-10 ASCE and in keeping with any local governing codes. The foundations shall be designed in accordance with the recommendations of a geotechnical report prepared by others to be provided to WSI. Our scope of services shall consist of the following:

A. CONTRACT DOCUMENT PHASE

1. Provide complete structural calculations and CAD drawings with sections, elevation, detail and general notes for the sign structure for submittal to the City of Pico Rivera sealed by a California Licensed Structural Engineer.
2. Prepare specification and cost estimates for all structure items.
3. Be available to meet with the design team for coordination purposes. Respond to plan check comments.

B. CONSTRUCTION ADMINISTRATION PHASE

1. Review structural shop drawings and other structural submittals which are required by the Contract Documents.
2. Provide timely responses to RFIs.
3. Participate in construction phase meetings and/or site visits pertaining to the structural portions of the project as requested with a maximum of 2 site visits. Site visits will be performed to observe the progress of construction in general accordance with the Contract Documents, and will include a report.
4. Provide necessary support for change orders.

Task 4. Empire 3 Consulting Engineers Inc. (Electrical Engineering Subconsultants)

4.1 Provide electrical engineering add-services to original contract PS&E, to include j-box and power for lights on Billboard Sign near railroad Overpass. Includes one job-site visit to verify existing power Point of Connection (POC).

5. Southern California Soil & Testing Inc. (Geotechnical Subconsultants)

5.1 We propose to explore subsurface conditions by drilling 1 test boring using a truck mounted drill rig equipped with a hollow-stem auger to a depth of about 50 feet, or refusal, whichever is less. An SCS&T engineer or geologist will log the test borings and obtain samples for examination and laboratory testing. The laboratory program will include moisture content and dry density determinations, classification tests, and shear strength tests. The results of the field and laboratory test programs will be evaluated to develop conclusions and recommendations regarding:

1. Subsurface conditions beneath the site
2. Criteria for seismic design in accordance with California Building Code procedures
3. Appropriate alternatives for foundation support along with geotechnical engineering criteria for design of the foundations
4. Resistance to lateral loads
5. Estimated foundation settlements

Results of the investigation will be summarized in a written report complete with field and laboratory data. Four copies of the report will be submitted.

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: May 27, 2014

Subject: TREASURER'S REPORT – MARCH 31, 2014

Recommendations:

Receive & file Quarterly Treasurer's Report for the quarter ending March 31, 2014.

Fiscal Impact:

There is no fiscal impact from this item.

Discussion:

Attached is the Investment Report for the quarter ending March 31. Pooled Cash and Investments this quarter totaled $28,084,732 consisting of $2,587,259 in non–interest bearing accounts and $25,497,473 in the State Local Agency Fund (LAIF). The City also had $7,479,806 of bond investments for a total cash and investments of $35,564,538.

All investments are maintained in accordance with California Government Code Section 53601 and the City's investment policy. All idle funds are invested in LAIF which provide the highest liquidity should the City need to withdraw its funds. The Director of Finance certifies that the funds are invested to provide sufficient cash flow for a period of six months.

Ronald Bates

RB:MM

Attachment 1 – Treasurer's Report for Quarter Ending March 31, 2014.

CITY OF PICO RIVERA
TREASURER'S REPORT
March 31, 2014

TYPE OF INVESTMENT	ISSUER/ BROKER	INTEREST RATE	FISCAL YTD INTEREST INCOME	BOOK VALUE	PAR VALUE	CURRENT MARKET VALUE (C.M.V.)	SOURCE OF C.M.V.
DEMAND DEPOSIT ACCOUNTS:							
WELLS FARGO GEN ACCOUNT		0.00%	-	1,513,487	1,513,487	1,513,487	
WELLS FARGO WRD ACCOUNT		0.00%	-	0	0	0	
WELLS FARGO GOLFLINKS		0.00%	-	73,161	73,161	73,161	
WELLS FARGO SEC 8 ACCOUNT		0.00%	-	954,406	954,406	954,406	
WELLS FARGO SEC 8 ESCROW ACCT		0.00%	-	46,206	46,206	46,206	
			-	2,587,259	2,587,259	2,587,259	
LOCAL AGENCY INVESTMENT FUND ACCOUNTS:							
CITY LAIF ACCT#98-19-653		0.23%	43,262	25,194,571	25,194,571	25,194,571	
HOUSING ASSISTANCE AGENCY #25-19-002		0.23%	920	302,902	302,902	302,902	
			44,182	**25,497,473**	**25,497,473**	**25,497,473**	
TOTAL CASH & INVESTMENTS			**44,182**	**28,084,732**	**28,084,732**	**28,084,732**	
FISCAL AGENT (TRUSTEE) INVESTMENTS:							
PICO RIVERA WATER AUTHORITY, REVENUE BONDS 1999							
(WATER SYSTEM PROJECT) PICO 99 A&B - BOND FUND							
FEDERAL TREASURY OBLIGATIONS FUND	US BANK	0.00%	-	1,029,954	1,029,954	1,029,954	US BANK
FEDERAL TREASURY OBLIGATIONS FUND	US BANK	0.00%	**919**	600,000	600,000	600,000	US BANK
			919	1,629,954	1,629,954	1,629,954	
PICO RIVERA WATER AUTHORITY, REVENUE BONDS 2001							
FEDERAL TREASURY OBLIGATIONS FUND	US BANK	0.00%	551	3,151,276	3,151,276	3,151,276	US BANK
PICO RIVERA REDEVELOPMENT TAX ALLOCATION REFUNDING BONDS,2001 PROJ 1	US BANK	0.00%		-	-	-	US BANK
PFA 2009 BONDS							
BNY MELLON TRUST COMPANY	BNY	0.01%	567	2,698,576	2,698,576	2,698,576	BNY
TOTAL FISCAL AGENT (TRUSTEE) INVESTMENTS			**2,037**	**7,479,806**	**7,479,806**	**7,479,806**	

Note: * The Pico Rivera Water Authority owns all of the outstanding Pico Rivera Redevelopment Agency Project No. 1 2001 Tax Allocation Refunding Bonds

CASH BALANCE BY FUND

CITY OF PICO RIVERA
TREASURER'S REPORT
March 31, 2014

FUND	GL NO	TITLE	BALANCE 01/01/2014	INCREASES	DECREASES	BALANCE 03/31/2014
010	010-10100	GENERAL FUND	(3,622,802.53)	11,664,639.11	10,243,447.78	(2,201,611.20)
011	011-10100	GENERAL FUND DEBT SERVICE	153,720.03	164.79	-	153,884.82
012	012-10100	PEBO (GASB45) FUND	5,486,551.60	-	-	5,486,551.60
013	013-10100	GEN FUND RESERVE - LEAVE LIABILITY	593,510.81	-	-	593,510.81
014	014-10100	GEN FUND RESERVE - CRA CONTINGENCY RESERVE	1,900,000.00	-	-	1,900,000.00
015	015-10100	GENERAL FUND RESERVE	4,500,000.00	-	-	4,500,000.00
016	016-10100	ECONOMIC STABILIZATION	1,474,332.16	-	15,369.00	1,458,963.16
017	017-10100	IMAGE ENHANCEMENT FUND	731,260.61	143,098.83	395,796.29	478,563.15
020	020-10100	SEWER	-	-	-	-
040	040-10100	GAS TAX	166,628.21	279,658.09	295,608.87	150,677.43
041	041-10100	STATE RELINQUISHMENT FUND	-	-	-	-
050	050-10100	TRANSPORTATION DEV. TAX	(15,993.98)	7,400.52	7,913.89	(16,507.35)
070	070-10100	PARK DEVELOPMENT	27,847.09	29.85	-	27,876.94
090	090-10100	PROPOSITION A - TRANSP.	566,388.08	258,217.30	238,757.85	585,847.53
095	095-10100	PROPOSITION C - TRANSP.	1,523,030.04	231,289.14	180,392.66	1,573,926.52
096	096-10100	MEASURE R FUND	1,419,519.99	284,051.27	713,899.15	989,672.11
120	120-10100	CABLE/PEG SUPPORT FUND	-	-	-	-
160	160-10100	SYEP	-	-	-	-
200	200-10100	AIR QUALITY IMPROVEMENT FUND	162,596.90	17,849.15	-	180,446.05
210	210-10100	CAPITAL IMPROVEMENT	1,061.82	1,709,994.41	1,709,994.41	1,061.82
211	211-10100	GENERAL PLAN CIP FUND	313,394.11	-	37,224.02	276,170.09
212	212-10100	FINANCIAL SYSTEM REPLACEMENT FUND	509,979.77	-	-	509,979.77
300	300-10100	2009 LRB PROJECT FUND	(8,201.53)	-	47,596.89	(55,798.42)
450	450-10100	EQUIPMENT REPLACEMENT	1,000,345.56	-	67,725.27	932,620.29
511	511-10100	HOUSING AGENCY - L&M	8,397.48	7.57	-	8,405.05
531	531-10100	SECTION 8	1,122,417.45	1,361,116.81	1,180,020.74	1,303,513.52
540	540-10100	ASSMT DIST 95-1 IMPROVMNT FUND	42,699.17	45.77	-	42,744.94
545	545-10100	LIGHTING ASSESSMENT DISTRICT	(125,672.28)	219,210.29	358,461.07	(264,923.06)
546	546-10100	PARAMOUNT/MINES ASSESSMENT DIST	8,674.18	1,411.60	-	10,085.78
547	547-10100	FLOSSMOR RD. SEWER ASSESSMENT	3,378.52	3.62	-	3,382.14
550	550-10100	WATER AUTHORITY	(2,084,723.95)	2,692,624.25	2,249,849.89	(1,641,949.59)
550	550-10108	WRD	-	0.23	-	0.23
551	551-10100	WATER ENTERPRISE FUND (OLD)	1,004,942.70	1,077.32	-	1,006,020.02
570	570-10100	GOLF COURSE	(554,574.69)	337,013.00	230,533.47	(448,095.16)
570	570-10106	GOLFLINKS	219,380.23	190,793.34	337,013.00	73,160.57
590	590-10100	SPORTS ARENA	332,010.14	50,362.05	7,126.97	375,245.22
600	600-10100	BICENTENNIAL CAMPGROUND	-	-	-	-
630	630-10100	COMMUNITY DEVELOPMENT	(328,527.48)	56,920.20	134,424.16	(406,031.44)
631	631-10100	CDBR-R GRANT	-	-	-	-
633	633-10100	E.D.A. GRANT FUND	-	-	-	-
634	634-10100	E.D.A.- DEVELOPER FEES	2,597,857.27	2,784.95	1,015.87	2,599,626.35
635	635-10100	EPA SEWER GRANT	-	-	-	-
636	636-10100	MONTEBELLO BUS GRANT	-	-	-	-
638	638-10100	FEDERAL AID STPL5351 FUND	-	-	-	-
639	639-10100	FEDERAL ARRA GRANT	-	-	-	-
640	640-10100	HOME PROG.GRANT FUND	810,103.61	14,730.34	-	824,833.95
645	645-10100	FEDERAL EARMARK	-	-	-	-
650	650-10100	CALHOME GRANT	(263,730.43)	1,050.00	-	(262,680.43)
670	670-10100	USED OIL RECYCLE GRANT	57,297.09	61.42	195.71	57,162.80
671	671-10100	CAL RECYCLE GRANT	(55,000.00)	-	-	(55,000.00)
675	675-10100	CA BEVERAGE CONTAINER GRANT	54,624.85	58.56	-	54,683.41
677	677-10100	CA INTEGRATED WASTE MGT BOARD GRANT	-	-	-	-
681	681-10100	PEDESTRIAN SAFETY PROGRAM GRANT	-	-	-	-
690	690-10100	REACH GRANTS	743,732.15	230,610.10	205,297.33	769,044.92
697	697-10100	MISCELLANEOUS LOCAL GRANTS	(20,915.06)	-	31,324.21	(52,239.27)
698	698-10100	MISCELLANEOUS FEDERAL GRANTS	-	-	-	-
699	699-10100	MISCELLANEOUS GRANTS	-	-	-	-
700	700-10100	URBAN OPEN SPACE & RECREATION	-	-	-	-
715	715-10100	STATE PARK FUNDS	-	-	-	-
716	716-10100	PROP 12 - PARKS FUNDS	-	-	-	-
717	717-10100	PROP 40 - CALIFORNIA PARK FUNDS	-	-	-	-
718	718-10100	STATE GRANT TCRF PASSON	(1,973,941.96)	-	126,342.21	(2,100,284.17)
719	719-10100	PROP 18 STREET GRANT	-	-	-	-
720	720-10100	SAFE ROUTES TO SCHOOL(SR2S)	(5,441.18)	778.62	43,453.69	(48,116.25)
851	851-10100	SUCCESSOR - DS	287.91	3,078.03	33,106.51	(29,740.57)
852	852-10100	REDEVELOPMENT OBLIGATION RETIREMENT FUND	2,254.83	2,035,302.30	10,000.00	2,027,557.13
853	853-10100	BOND DEFEASANCE FUND	2,571,477.44	470,596.38	-	3,042,073.82
854	854-10100	SUCCESSOR SALES TAX	1,065,000.00	-	-	1,065,000.00
855	855-10100	SUCCESSOR BOND FUND	1,282,552.03	1,695.47	-	1,284,247.50
990	990-10100	DEPOSIT LIABILITY ACCOUNT	1,038,645.24	78,098.49	31,665.56	1,085,078.17
995	995-10100	SEWC JOINT POWERS AUTHORITY	239,761.52	-	3,670.63	236,090.89
		TOTALS	24,676,135.52	23,207,241.92	19,798,645.85	28,084,731.59

CITY COUNCIL | AGENDA REPORT

To: Mayor and City Council

From: City Manager

Meeting Date: May 27, 2014

Subject: REVISED LIST OF FIREWORKS STAND APPLICANTS

Recommendation:

Approve the attached revised list of fireworks stand applicants and authorize the issuance of permits to operate.

Fiscal Impact:

There is no fiscal impact from this item.

Discussion:

The City Council annually reviews and approves fireworks stands in the City. The Council approved 19 fireworks stands in 2010, 16 in 2011, 16 in 2012, 14 in 2013 and 15 in 2014. On March 11, 2014 the City Council approved a fireworks stand for Iglesia Cristiana Interdenominacional USA at 8620 Whittier Boulevard (Food 4 Less). Iglesia Cristiana Interdenominacional USA is now requesting a change of location from 8620 Whittier Boulevard (Food 4 Less) to 9531 Telegraph Rd. (Pico Rivera Center).

Ronald Bates
City Manager

RB:MM:CO

Attachment – List of revised fireworks stand applicants and location maps of stands.

City of Pico Rivera July 4, 2014 Fireworks Stand Applications

REVISED 5/20/14 to change stand location for Iglesia Cristiana Interdenominacional USA from 8620 Whittier Blvd. (Food 4 Less) to 9531 Telegraph Rd. (Pico Rivera Center)

Organization Name	Contact Person	Stand Location
1. Agape Christian Center	Mark. & Connie Almada 4587 Durfee Avenue (626) 833-3903 Pico Rivera, CA 90660 (626) 890-8201	On Agape Christian Center Property 4587 Durfee Ave. N/W Corner of Beverly Rd. & Durfee Ave. Zoning: Multiple Family Residential (R-M)
2. Alice M. Birney School Dad's Club Inc.	Leonard Atencio 826 N. Electric Ave. Alhambra, CA 91801 (323) 793-0007	Ralph's Market Parking Lot 9320 Slauson Ave. S/W Corner of Slauson Ave. & Passons Blvd. Zoning: General Commercial (C-G)
3. American Legion Post 411	Daniel & Rosie Rios 9535 Harrell St. Pico Rivera, CA 90660 (562) 464-8168	Big Saver Foods Parking Lot 9406 Washington Blvd. S/E Corner Washington Blvd. and Passons Blvd. Zoning: General Commercial (C-G)
4. El Rancho High School	Ray Elliott 6501 Passons Blvd. Pico Rivera, CA 90660 (562) 801-5314	In student parking lot across from Post Office 6501 Passons Blvd. El Rancho High School Zoning: Public Facility (P-F)
5. El Rancho High School Touchdown Club	Venencio Lopez 6501 Passons Blvd. Pico Rivera, CA 90660 (562) 801-5355	In Pico Rivera Marketplace 8909 Washington Blvd. In back of Chase Bank Zoning: General Commercial (C-G)
6. Family of God Church	Noemi Medrano 4323 Amistad Ave. Pico Rivera, CA 90660 (562) 699-3219	El Pedregal Parking Lot 9001 Telegraph Rd. N/E Corner Rosemead Blvd. & Telegraph Rd. Zoning: General Commercial (C-G)
7. Hope Community Inc.	Drew Koen 5044 S. Durfee Ave. Pico Rivera, CA 90660 (562) 547-3124	In front of Autozone 9350 Whittier Blvd. S/W Corner of Whittier Blvd. & Passons Blvd. Zoning: Commercial Planned Dvlpt (CPD)
8. Iglesia Interdenominacional USA	Jonathan Rosales 9511 Harrell St. Pico Rivera, CA 90660 (323) 397-5770	In front of Pico Rivera Center 9531 Telegraph Rd. West of Songfest Drive Zoning: General Commercial (C-G)
9. Peace Lutheran Church of Pico Rivera	Pastor Will Glade 9412 Shade Lane Pico Rivera, CA 90660 (562) 949-5203	Peace Lutheran Church Parking Lot 9412 Shade Lane S/E Corner of Shade Lane & Passons Blvd. Zoning: Single Family Residential (S-F)
10. Pico Boys Baseball League, Inc.	Sal Espinosa 744 E. Workman Ave. #B Covina, CA 91723 (562) 405-1756	Sloan's Dry Cleaners Parking Lot 8923 Beverly Blvd. N/W Corner of Rosemead Blvd. & Beverly Blvd. Zoning: General Commercial (C-G)
11. Pico Fast Pitch Association	Verraine Perez 7554 Bequette Ave Pico Rivera, CA 90660 (562) 201-1468	In front of Taco Bell 9180 Whittier Blvd. W/SWC Whittier Blvd. & Durfee Ave. Zoning: Commercial Planned Dvlpt (CPD)
12. Pico Rivera Dons Football for Youth Inc.	Anna Gonzalez 9256 Sunglow St. Pico Rivera, CA 90660 (562) 942-8044	In front of Treasure Hunt 9425 Telegraph Rd. N/E Corner of Telegraph Rd. & Passons Blvd. Zoning: General Commercial (C-G)
13. Pico Rivera Sheriff Station PRIDE Program	Dep. Saira Maradiaga 6631 Passons Blvd. Pico Rivera, CA 90660 (562) 949-2421	In front of Wal-Mart 8500 Washington Blvd. S/E Corner of Washington Blvd. & Paramount Blvd. Zoning: Specific Plan 400 (SP400)
14. St. Marianne Catholic School	Karen Lloyd 7911 Buhman Ave. Pico Rivera, CA 90660 (562) 949-1234	In front of El Pescador Restaurant 9051 Telegraph Rd. N/E Corner of Telegraph Rd. & Lexington Gallatin Rd. Zoning: General Commercial (C-G)
15. Vincent D. Solorzano V.F.W. Post 6315	Faustin Marentes 11730 E. Whittier Blvd. Space #35 Whittier, CA 90601 (562) 328-6508	In Big 5 Parking Lot 9420 Whittier Blvd. S/E Corner of Whittier Blvd. & Passons Blvd. Zoning: Commercial Planned Dvlpt (CPD)

Community Development Director's signature constitutes only a certification of zoning and location but may be subsequently approved on the application and permit per Pico Rivera City Code 8.36.020.

Approved By _____ Date 5/20/14

CITY COUNCIL **AGENDA REPORT**

To: Mayor and City Council

From: Arnold M. Alvarez-Glasman, City Attorney

Meeting Date: May 27, 2014

Subject: APPOINTMENT OF CITY MANAGER AND APPROVAL OF EMPLOYMENT AGREEMENT

Recommendation:

That the City Council approve René Bobadilla as City Manager and approve the attached employment agreement.

Fiscal Impact:

Fiscal impact of this item is consistent with the 2013/14 and 2014/15 budget whereby both the salary and the benefits for the City Manager position are budgeted.

Background:

The current City Manager is retiring after 3 ½ years with the City and effective June 27, 2014, under the terms of the attached agreement, René Bobadilla will become the City Manager for the City of Pico Rivera.

René was selected after a very competitive process handled by Bob Murray & Associates, one of the top municipal employee recruiting firms in the state. After reviewing and screening many applications, five candidates were selected for personal interviews. The interviews took place on May 5, 2014, with a final decision being made by the City Council on May 13th. City Council and staff anticipate a smooth transition to new city management.

Arnold M. Alvarez-Glasman

AMAG:es

Note: Employment Agreement will be provided prior to the City Council meeting.