

MEASURE M FUNDING AGREEMENT MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of February 3, 2025 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and Port of Los Angeles ("GRANTEE") for Avalon Promenade and Gateway, LACMTA Project ID# MM4601.03 and FTIP# LA9918926, (the "Project"). This Project is eligible for funding under Line 50 of the Measure M Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #16-01, the Los Angeles County Traffic Improvement Plan, on June 23, 2016 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 8, 2016 as "Measure M" and became effective on July 1, 2017.

WHEREAS, the funding set forth herein is intended to fund Construction of the Project.

WHEREAS, the LACMTA Board, at its September 26, 2019 meeting, programmed \$8,050,000, in Measure M Funds to GRANTEE for Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the LACMTA Board, at its September 22, 2022 meeting, programmed additional \$2,157,400, in Measure M Funds, and reprogrammed previously approved Measure M Funds to GRANTEE for Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the LACMTA Board, at its September 26, 2024 meeting, reprogrammed previously approved \$10,207,400, in Measure M Funds to GRANTEE for Construction; and

WHEREAS, the Funds are currently programmed as follows: \$2,670,000 in Measure M Funds in Fiscal Years (FY) 2024-25; \$3,544,000 in FY 2025-26; and \$3,993,400 in FY 2026-27. The total designated for Construction of the Avalon Promenade and Gateway is \$10,207,400.

NOW, THEREFORE, the parties hereby agree as follows:

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

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

FTIP#: LA9918926
Subregion ID: SB

Project ID#: MM4601.03
FA#: 9200000000M460103

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: _____
Stephanie N. Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel



Digitally signed by: 4dd8a4b6-
a104-429a-9907-9b6d6de7c696
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By: _____
Deputy

Date: _____

GRANTEE:

PORT OF LOS ANGELES

By: _____
Eugene D. Seroka
Executive Director

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Deputy City Attorney

Date: 3/3/25

ATTEST:

By: _____
Amber M. Klesges
Board Secretary

Date: _____

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Avalon Promenade and Gateway – Construction of the Project. LACMTA Project ID# MM4601.03, FTIP# LA9918926.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of Measure M Funds.
 - 2.2 To the extent the Measure M Funds are available; LACMTA shall make to GRANTEE a grant of the Measure M funds in the amount of \$10,207,400 (the "Funds") for the Project. LACMTA Board of Directors' action of September 26, 2019, granted the Measure M Funds for the Project. LACMTA Board of Directors' action of September 22, 2022, granted additional Measure M Funds and reprogrammed previously approved Measure M Funds. LACMTA Board of Directors' action of September 26, 2024, reprogrammed the Measure M Funds for the Project. The Funds are programmed over three (3) years for Fiscal Years (FY) 2024-25, FY 2025-26, and FY 2026-27.
3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of Scope of Work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget, and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program in writing. If the LACMTA's Senior Executive Officer managing the Measure M Multi-Year Subregional Program concurs with such updated Expenditure Plan in writing, **Attachment B** shall be replaced with the new **Attachment B** setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with **Attachment B** as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

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

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

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

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <https://programmetro.ecointeractive.com/secure2/login.asp>. All projects that receive funding through Measure M must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project, and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, as specified in the Bond Requirements attached

as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such Bonds' tax status.

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

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

13. LACMTA's Address:

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

14. GRANTEE's Address:

Port of Los Angeles
425 S. Palos Verdes St.
San Pedro, CA 90731
Attention: Chris Brown, PE
Chief Harbor Engineer
Phone: (310) 732-3666
Email: cbrown@portla.org

PART II
GENERAL TERMS OF THE FA

1. **TERM**

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

2. **SUSPENSION OR TERMINATION**

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

3. **INVOICE BY GRANTEE**

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

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

or

mail to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable

P. O. Box 512296

Los Angeles, CA 90051-0296

All invoice material must contain the following information:

Re: LACMTA Project ID# MM4601.03 and FA# 9200000000M460103

Annie Chou; Mail Stop 99-23-3

4. USE OF FUNDS

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

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

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

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

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

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

4.7 If the Project requires the implementation of an Intelligent Transportation Systems (“ITS”) project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment G, the Los Angeles County Regional ITS Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

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

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA’s iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/ Vendor Portal Registration.pdf>. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter’s payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

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

invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

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

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits, and final audits. LACMTA will commence a final audit within six (6) months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges, and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants, and suppliers' expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three (3) years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

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

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

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

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

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

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

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

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

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

8. SOURCES AND DISPOSITION OF FUNDS

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

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

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

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

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

Project, GRANTEE shall return such overage to LACMTA within thirty (30) days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

- (i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) Beginning Project Design, Preliminary Engineering-(PE) within **six (6) months** from completion of environmental clearance, if appropriate; and
- (iii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and
- (iv) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C of this FA; and
- (v) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and
- (vi) Expending the Funds granted under this FA for allowable costs within **three (3) years or thirty-six (36) months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2024-25 are subject to lapse by June 30, 2027. All Funds programmed for FY 2025-26 are subject to lapse by June 30, 2028. All Funds programmed for FY 2026-27 are subject to lapse by June 30, 2029.

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

10. DEFAULT

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

11. REMEDIES

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

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

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

12. COMMUNICATIONS

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

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

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

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

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

13. OTHER TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A - PROJECT FUNDING

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Project - FA#: 9200000000M460103

Project Title: AVALON PROMENADE AND GATEWAY Project ID#: MM4601.03

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE M MSP FUNDS		\$ 2,670,000	\$ 3,544,000	\$ 3,993,400			\$ 10,207,400	
SUM PROG LACMTA FUNDS	\$ -	\$ 2,670,000	\$ 3,544,000	\$ 3,993,400			\$ 10,207,400	16%
OTHER NON LACMTA FUNDING:								
LOCAL: POLA	\$ 5,332,600						\$ 5,332,600	9%
STATE: CalSTA (PFIP)		\$ 42,080,000					\$ 42,080,000	67%
FEDERAL: USDOT (RCN)			\$ 5,000,000				\$ 5,000,000	8%
PRIVATE OR OTHER:							\$ -	0%
SUM NON-LACMTA FUNDS	\$ 5,332,600	\$ 42,080,000	\$ 5,000,000	\$ -			\$ 52,412,600	84%
TOTAL PROJECT FUNDS	\$ 5,332,600	\$ 44,750,000	\$ 8,544,000	\$ 3,993,400	\$ -	\$ -	\$ 62,620,000	100%

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Project - FA#: 9200000000M460103
 Project Title: AVALON PROMENADE AND GATEWAY Project ID#: MM4601.03

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY 2021-22 Qtr 2	FY 2021-22 Qtr 3	FY 2021-22 Qtr 4	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total Measure M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER NON LACMTA FUNDING:									
LOCAL: POLA									
Planning Activities/Prog Dev									\$0
Environmental	\$270,000								\$270,000
Design and PS&E	\$4,820,000								\$4,820,000
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total LOCAL	\$5,090,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,090,000
STATE: PFIP									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL: RCN									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$5,090,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,090,000
PROJECT FUNDING									
Prior Years, FY2021-22, and FY2022-23	\$5,090,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,090,000

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Project - FA#: 9200000000M460103
 Project Title: AVALON PROMENADE AND GATEWAY Project ID#: MM4601.03

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total Measure M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER NON LACMTA FUNDING:									
LOCAL: POLA									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total LOCAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE: PFI									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total STATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL: RCN									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT FUNDING FY2023-24 and FY2024-25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Project - FA#: 920000000M460103
 Project Title: AVALON PROMENADE AND GATEWAY Project ID#: MM4601.03

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	FY 2026-27 Qtr 1	FY 2026-27 Qtr 2	FY 2026-27 Qtr 3	FY 2026-27 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction								\$2,670,000	\$2,670,000
Construction Support									\$0
Others									\$0
Total MEASURE M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,670,000	\$2,670,000
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,670,000	\$2,670,000
OTHER NON LACMTA FUNDING:									
LOCAL: POLA									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total LOCAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE: PFIP									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction	\$1,684,500	\$1,684,500	\$1,684,500	\$1,684,500	\$5,053,000	\$5,053,000	\$5,053,000	\$5,053,000	\$26,950,000
Construction Support	\$233,250	\$233,250	\$233,250	\$233,250	\$700,000	\$700,000	\$700,000	\$700,000	\$3,733,000
Others									\$0
Total STATE	\$1,917,750	\$1,917,750	\$1,917,750	\$1,917,750	\$5,753,000	\$5,753,000	\$5,753,000	\$5,753,000	\$30,683,000
FEDERAL: RCN									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total FEDERAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRIVATE: [INSERT SOURCE]									\$0
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$1,917,750	\$1,917,750	\$1,917,750	\$1,917,750	\$5,753,000	\$5,753,000	\$5,753,000	\$5,753,000	\$30,683,000
PROJECT FUNDING FY2025-26 and FY2026-27	\$1,917,750	\$1,917,750	\$1,917,750	\$1,917,750	\$5,753,000	\$5,753,000	\$5,753,000	\$8,423,000	\$33,353,000

ATTACHMENT B - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure M MSP - Transportation System & Mobility Improvements Program - Funding Agreement Project - FA#: 9200000000M460103
 Project Title: AVALON PROMENADE AND GATEWAY Project ID#: MM4601.03

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY2027-28 Qtr 1	FY2027-28 Qtr 2	FY2027-28 Qtr 3	FY2027-28 Qtr 4	FY2028-29 Qtr 1	FY2028-29 Qtr 2	FY2028-29 Qtr 3	FY2028-29 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE M MSP FUNDS:									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction				\$3,544,000				\$3,993,400	\$7,537,400
Construction Support									\$0
Others									\$0
Total MEASURE M	\$0	\$0	\$0	\$3,544,000	\$0	\$0	\$0	\$3,993,400	\$7,537,400
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$3,544,000	\$0	\$0	\$0	\$3,993,400	\$7,537,400
OTHER NON LACMTA FUNDING:									
LOCAL: POLA									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction			\$113,800	\$113,800	\$3,750	\$3,750	\$3,750	\$3,750	\$242,600
Construction Support									\$0
Others									\$0
Total LOCAL	\$0	\$0	\$113,800	\$113,800	\$3,750	\$3,750	\$3,750	\$3,750	\$242,600
STATE: PFIP									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction	\$2,032,500	\$2,032,500	\$2,032,500	\$2,032,500					\$8,130,000
Construction Support	\$816,750	\$816,750	\$816,750	\$816,750					\$3,267,000
Others									\$0
Total STATE	\$2,849,250	\$2,849,250	\$2,849,250	\$2,849,250	\$0	\$0	\$0	\$0	\$11,397,000
FEDERAL: RCN									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction			\$1,875,000	\$1,875,000	\$312,500	\$312,500	\$312,500	\$312,500	\$5,000,000
Construction Support									\$0
Others									\$0
Total FEDERAL	\$0	\$0	\$1,875,000	\$1,875,000	\$312,500	\$312,500	\$312,500	\$312,500	\$5,000,000
PRIVATE: [INSERT SOURCE]									
Planning Activities/Prog Dev									\$0
Environmental									\$0
Design and PS&E									\$0
Right-of-Way Acquisition									\$0
Construction									\$0
Construction Support									\$0
Others									\$0
Total PRIVATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM NON-LACMTA FUNDS :	\$2,849,250	\$2,849,250	\$4,838,050	\$4,838,050	\$316,250	\$316,250	\$316,250	\$316,250	\$16,639,600
PROJECT FUNDING FY2027-28 and FY2028-29	\$2,849,250	\$2,849,250	\$4,838,050	\$8,382,050	\$316,250	\$316,250	\$316,250	\$4,309,650	\$24,177,000
TOTAL LACMTA FUNDS	\$0	\$0	\$0	\$3,544,000	\$0	\$0	\$0	\$6,663,400	\$10,207,400
TOTAL NON-LACMTA FUNDS	\$9,857,000	\$4,767,000	\$6,755,800	\$6,755,800	\$6,069,250	\$6,069,250	\$6,069,250	\$6,069,250	\$52,412,600
TOTAL PROJECT FUNDING	\$9,857,000	\$4,767,000	\$6,755,800	\$10,299,800	\$6,069,250	\$6,069,250	\$6,069,250	\$12,732,650	\$62,620,000

**ATTACHMENT C
SCOPE OF WORK
CAPITAL PROJECT**

PROJECT NAME: AVALON PROMENADE AND GATEWAY

PROJECT LOCATION/LIMITS/AREA:

The project is located at the Port of Los Angeles in the City of Los Angeles, in the Wilmington, CA area. The project limits are Harry Bridges Boulevard on the north and Water Street on the south, along Avalon Boulevard.

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

The project will construct an approximate 380-foot pedestrian bridge to connect the Wilmington Community to the Port of Los Angeles Wilmington Waterfront area. The project will provide grade-separated pedestrian and bicycle access over two heavily used freight mainline rail tracks that currently bifurcate the Wilmington Waterfront from the Wilmington Community.

The project scope consists of the following construction elements:

- Construction of approximate 380-foot pedestrian bridge
- Demolition of Avalon Boulevard between Harry Bridges Boulevard and the rail tracks and A Street
- Construction of bridge approaches (soil fill, sidewalks, and landscaping)
- Construction of retaining walls (including pile)
- Utility improvements (site drainage, bridge lighting, storm drain mainline upsizing/relocation, and undergrounding of overhead power lines)

Construction Management charges include construction management contract and other administrative support, staff charges for inspection, and design services starting from the solicitation of the construction contract.

PROJECT FUNDING:

PHASE	LACMTA – MEASURE M FUNDS	STATE (PFIP)	FEDERAL (RCN)	LOCAL AGENCY	TOTAL
PA/ED				\$270,000	\$270,000
PS&E				\$4,820,000	\$4,820,000
Construction	\$10,207,400	\$35,080,000	\$5,000,000	\$242,600	\$50,530,000
Construction Support		\$7,000,000			\$7,000,000
TOTAL BUDGET COST	\$10,207,400	\$42,080,000	\$5,000,000	\$5,332,600	\$62,620,000

Please note that non-proportional spending was approved for State PFIP funds, therefore Measure M funds will not commence expending funds until FY 27/28.

ESTIMATED PROJECT COSTS:

	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization & Demobilization	1	LS	\$510,000	\$510,000
2	Roadway	1	LS	\$2,900,000	\$2,900,000
3	Bridge	1	LS	\$13,380,000	\$13,380,000
4	Retaining Wall	1	LS	\$4,670,000	\$4,670,000
5	Drainage Utilities	1	LS	\$60,000	\$60,000
6	Electrical	1	LS	\$3,150,000	\$3,150,000
7	Bridge Allowance Items	1	LS	\$1,090,000	\$1,090,000
8	Site Preparation	1	LS	\$500,000	\$500,000
9	Removals	1	LS	\$1,390,000	\$1,390,000
10	Civil and Striping	1	LS	\$1,220,000	\$1,220,000
11	Electrical	1	LS	\$2,450,000	\$2,450,000
12	Grading	1	LS	\$6,020,000	\$6,020,000
13	Storm Drain	1	LS	\$1,330,000	\$1,330,000
14	B-permit	1	LS	\$3,890,000	\$3,890,000
15	LADWP Relocation	1	LS	\$5,170,000	\$5,170,000
16	Contingency	1	LS	\$2,800,000	\$2,800,000
17	Construction Management	1	LS	\$7,000,000	\$7,000,000
18	Environmental	1	LS	\$270,000	\$270,000
19	Design	1	LS	\$4,820,000	\$4,820,000
	GRAND TOTAL				\$62,620,000

PROJECT DETAILED SCHEDULE:

CONSTRUCTION MILESTONES	BEGIN	END	DURATION (MONTHS)
Bid/Award	09/01/2025	02/28/2026	6
Construction	03/01/2026	02/28/2029	36
Close Out	03/01/2029	06/30/2029	4

PROJECT MAP:



FA ATTACHMENT D

PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D-2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Progress/Expenditure Report to the LACMTA, after receiving LACMTA Project Manager’s acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296. Please note that letters or other forms of documentation may not be substituted for this form.
- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.
- The draft Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

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

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

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

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.
- Any expense charged to the grant must be clearly and directly related to the project.
- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.

DEFINITIONS

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

**LACMTA FA MEASURE M ATTACHMENT D-2
 QUARTERLY PROGRESS/EXPENDITURE REPORT**

Grantee To Complete	
Invoice#	
Invoice Date	
FA#	9200000000M460103
Quarterly Report#	1

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or submit by mail to:

Los Angeles County Metropolitan Transportation Authority

Accounts Payable

P. O. Box 512296

Los Angeles, California 90051-0296

Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

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

	LACMTA MEASURE M MSP Grant \$	OTHER FUNDS (INCL. IN KIND)	TOTAL
Project Quarter Expenditure			
This Quarter Expenditure			
Retention Amount			
Net Invoice Amount (Less Retention)			
Project-to-Date Expenditure			
Funds Expended to Date (Include this Quarter)			
Total Project Budget	\$ 10,207,400.00	\$ 52,412,600.00	\$ 62,620,000.00
% of Project Budget Expended to Date	0%	0%	0%
Balance Remaining	\$ 10,207,400.00	\$ 52,412,600.00	\$ 62,620,000.00

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: Avalon Promenade and Gateway

FA #: 9200000000M460103

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : 2024-25 2025-26 2026-27
 2027-28 2028-29 2029-30

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

DATE SUBMITTED: _____

Measure M Multi-Year Subregional Program Type: Transportation System & Mobility Improvements Program

LACMTA Project Manager	Name:	Annie Chou
	Phone Number:	213-418-3453
	E-mail:	ChouA@metro.net

Grantee Contact / Project Manager	Contact Name:	Chris Brown, PE
	Job Title:	Chief Harbor Engineer
	Department:	Harbor Department
	City / Agency:	Port of Los Angeles
	Mailing Address:	425 S. Palos Verdes St., San Pedro, CA 90731
	Phone Number:	310-732-3666
	E-mail:	cbrown@portla.org

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

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

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

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

2. PROJECT COMPLETION

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

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

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

- Yes
 No
 Not Applicable

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

- Yes
 No
 Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays.

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.

6. UPCOMING QUARTERLY TASKS / MILESTONES

List tasks or milestones expected to be accomplished next quarter.

7. PLAN EXPENDITURES

Provide expected expenditures (estimated) for next quarter.

SECTION 4. ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment C, Scope of Work. Use additional pages if needed.

ITEM	INVOICE #	Invoice Reference Pg(s)	TOTAL EXPENSES CHARGED TO LACMTA MEASURE M GRANT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
TOTAL			\$ -

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

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must register in LACMTA's iSupplier portal and submit an application before grant payments can be made. The link to the portal can be found at <http://media.metro.net/uploads/EBB/ Vendor Portal Registration.pdf>.
Written exception requests for Check Payments should be completed and emailed to Accounts Payable at ACCOUNTSPAYABLE@METRO.NET.

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

Signature

Date

Name

Title

ATTACHMENT E - FTIP SHEET

Los Angeles Metropolitan Transportation Authority 2025 Federal Transportation Improvement Program (\$000)

TIP ID	LA9918926	Implementing Agency	Port of Los Angeles
Project Description: Pedestrian bridge over two mainline freight tracks in the Port of Los Angeles which can accommodate emergency vehicles; work includes demolition of underlying Avalon Boulevard, construction of bridge structure (including fill), retaining wall and storm drainage, electrical and site utilities.		SCAG RTP Project #: 1AL04 Study: N/A Is Model: Model #: PM: Guillermo Martinez - (310)732-3090	
		LS: N LS GROUP: Conformity Category: NON-REPORTABLE TCM COMMITTED	
System :Local Hwy	Route :	Postmile:	Distance:
Phase: Engineering/Plans, Specifications and Estimates (PS&E)		Completion Date 12/31/2029	
Lane # Extd:	Lane # Prop:	Imprv Desc:	Air Basin: SCAB Enviro Doc: ENVIRONMENTAL IMPACT REPORT - CEQA - 06/18/2009
Toll Rate:	Toll Calc Loc:	Toll Method:	Hov acs eg loc:
0,00			
Program Code: NCN27 - PEDESTRIAN FACILITIES-NEW		Stop Loc:	Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region: South Bay Cities COG
		CTIPS ID:	EA #: PPNO:

	PHASE	PRIOR	24/25	25/26	26/27	27/28	28/29	29/30	BEYOND	PROG TOTAL
MEASURE M MYSP (Multi Year Subregional Program)	PE			\$0						\$0
	RW			\$0						\$0
	CON			\$10,207						\$10,207
	SUBTOTAL			\$10,207						\$10,207
PORT - Port Funds	PE	\$5,090								\$5,090
	RW	\$0								\$0
	CON	\$243								\$243
	SUBTOTAL	\$5,333								\$5,333
Port & Freight Infrastructure Prgm	PE			\$0						\$0
	RW			\$0						\$0
	CON			\$42,080						\$42,080
	SUBTOTAL			\$42,080						\$42,080
Reconnecting Communities and Neighborhoods	PE			\$0						\$0
	RW			\$0						\$0
	CON			\$5,000						\$5,000
	SUBTOTAL			\$5,000						\$5,000
	TOTAL	\$6,333		\$57,287						\$62,620
		TOTAL PE: \$5,090		TOTAL RW: \$0			TOTAL CON: \$57,530			TOTAL PROGRAMMED: \$62,620

- General Comment: Update to project description is for clarification and not a change to the scope Adding \$5.0M of FFY23 Reconnecting Communities and Neighborhoods (RCN) USDOT grant (document uploaded for reference).

- Modeling Comment: Updated project description to clarify scope of work, Project schedule extended to include time for environmental assessments to comply with federal funding requirements.

- TCM Comment:

- Amendment Comment:

- CMP Comment:

- Narrative:

Last Revised Amendment 25-04 - Accepted	Change reason:RE PROGRAMMED	Total Project Cost \$62,620
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ATTACHMENT F BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

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

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