

AMENDMENT No. 2 TO FUNDING AGREEMENT
BETWEEN CITY OF CARSON AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 2 to Funding Agreement (this "Amendment"), is dated as of August 15, 2019, by and between City of Carson ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 920000000F7322, dated October 31, 2015, which was amended on October 5, 2018 (as amended, the "Existing FA"), which Existing FA provides for the Broadway Intersection Improvements - Traffic Signal Modifications (the "Project"); and

B. Whereas, LACMTA Board on July 25, 2019, desires to extend the lapsing date of the Project to February 28, 2021; and

C. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

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

1. Part II, Paragraph 8.1 (iv), 8.2, 8.3 of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“8. TIMELY USE OF FUNDS/REPROGRAMMING OF FUNDS:

8.1 GRANTEE must demonstrate timely use of the Funds by:

(iv) Funds programmed for FY 2015-16 and FY 2016-17 are subject to lapse on February 28, 2021.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the FA. Even though Grantee is within its last 20-month lapse date extension, if the Project still does not meet the milestone due dates as agreed upon in the FA, LACMTA will issue a notice of non-compliance to the GRANTEE, the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the FA (the “Recovery Plan”). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the FA, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the FA, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process.

8.3 Intentionally omitted

2. Part II, Paragraph 11 of Existing FA is hereby amended by deleting it in its entirety and replacing it with the following:

“11. COMMUNICATIONS:

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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."

3. Attachment B – Scope of Work, attached to the Existing FA is hereby amended by deleting the Proposed Milestones and replacing it with the following Revised Project Schedule.

FA Milestones	Original Project Schedule	Revised Project Schedule
	Date	Start Date
Environmental Clearance	January 2016	July 2016
Design Engineering	April 2016	June 2019
Completion of Plans, Specifications, and Estimates	July 2016	June 2019
Ready to Advertise	August 2016	July 2019
Start of Construction	October 2016	September 2019
Project Completion	March 2017	February 2021
Total Project Duration (Months)	14	55

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____
Deputy

Date: 10/11/19

CITY OF CARSON

By: _____
Sharon Landers
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Sunny K. Soltani
City Attorney

Date: _____