

Council Meeting of
December 20, 2011

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Transit- Approve agreement amendment for Los Angeles County Express Lane Project.

Expenditure: Not Applicable.

RECOMMENDATION:

Recommendation of the Transit Director that City Council approve an amendment to an agreement with the Los Angeles County Metropolitan Transportation Authority (C2009-164) to include revised data collection requirements for Torrance Transit to participate in the Los Angeles County Congestion Reduction Demonstration ("Express Lane") Project.

FUNDING:

Torrance Transit's approved funding for this project is \$2,800,000 of Section 5307 Funds for Capital Bus Purchase, and \$1,200,000 of Congestion Mitigation and Air Quality (CMAQ) funds for one year of Operating Subsidy. The \$2,800,000 in Capital funds has been utilized to purchase four (4) Compressed Natural Gas (CNG) Buses from New Flyer Industries of America (St. Cloud, Minnesota).

BACKGROUND & ANALYSIS:

On September 25, 2008, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board approved the programming of \$290.6 million in Federal and State funds to support the implementation of projects for the Los Angeles County Congestion Reduction Demonstration Project (known as the "ExpressLanes Project"). The goal of this project includes transit improvements and the conversion of high occupancy vehicle (HOV) lanes on Interstate 10 and Interstate 110 to high occupancy toll (HOT) lanes.

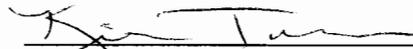
Being a regional project, Torrance Transit and several other transit agencies were invited to and then approved for participation. As a sponsoring transit agency in the project, Torrance Transit will modify and expand services we currently provide on our Fixed Bus Routes – Lines number 1 and 2.

Your Honorable Body approved an agreement (C2009-164) Attachment "A" at its August 28, 2009 meeting. Metro has requested to amend C2009-164 to specify a

language in Part II Section 5 and a change to Attachment B of the agreement. Attachment B, Scope of Work will be amended to include schedule changes to the data collection periods and the specific data elements that will be required.

This demonstration project is scheduled for implementation by October of 2012, and will operate for one year. At the conclusion of this project, LACMTA may or may not choose to continue its operation. Torrance Transit, however, will retain ownership of the four (4) alternate fuel buses that have been purchased for this regional project.

Respectfully submitted,



Kim Turner
Transit Director

CONCUR:



LeRoy J. Jackson
City Manager

Attachments:

- A) Agreement (C2009-164) for the Los Angeles County Congestion Reduction Demonstration Project ("ExpressLanes").
- B) Amended Agreement for the Los Angeles County Congestion Reduction Demonstration Project ("ExpressLanes").

**AGREEMENT
FOR THE LOS ANGELES COUNTY CONGESTION REDUCTION
DEMONSTRATION PROJECT ("EXPRESSLANES")**

This Agreement ("Agreement") for Los Angeles County Congestion Reduction Demonstration ("ExpressLanes") Project is entered into as of May 31, 2009, by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Torrance ("Sponsor").

RECITALS

WHEREAS, on September 25, 2008, the LACMTA Board approved the programming of \$290.6 million in Federal and State funds to support the implementation of projects for the Los Angeles County Congestion Reduction Demonstration Project ("ExpressLanes");

WHEREAS, the projects include transit improvements and the conversion of high occupancy vehicle (HOV) lanes on Interstate 10 and Interstate 110 to high occupancy toll (HOT) lanes;

WHEREAS, the list of projects approved for funding in the ExpressLanes Project were agreed to after consultation with California Department of Transportation (Caltrans), the City of Los Angeles Department of Transportation, City of Gardena, City of Torrance, Foothill Transit, Metrolink, and LACMTA Operations and other regional partners;

WHEREAS, LACMTA Board authorized Federal and/or State funds for Sponsor's Torrance Transit bus purchase and operating subsidy for the I-110 Harbor Transitway. Sponsor will need to enter into a grant agreement with the appropriate agency in order to receive these funds;

WHEREAS, LACMTA and Sponsor desire to agree to the terms and conditions of the provision of the Funds as described herein.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, LACMTA and Sponsor hereby agree as follows:

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

1. Specific Terms of the Agreement
2. General Terms of the Agreement
3. Attachment A – Project Funding
4. Attachment B – Scope of Work
5. Attachment C – FTIP Project Sheets

C2009-164

COPY

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

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: Arthur T. Leahy
Arthur T. Leahy Date
Chief Executive Officer

APPROVED AS TO FORM:

Robert E. Kalunian
Acting County Counsel

By: [Signature] 7/15/09
Deputy Date

SPONSOR:

CITY OF TORRANCE

By: Frank Scotto
Frank Scotto Date
Mayor

APPROVED AS TO FORM:

John L. Fellows III
City Attorney

ATTEST:

[Signature]
Sue Herbers
City Clerk

By: [Signature]
Date

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): Torrance Transit Bus Purchase and Operating Subsidy for the I-110 Harbor Transitway.
2. Approved funding for this Project is \$2,800,000 of Section 5307 Funds for the capital bus purchase and \$1,200,000 of Congestion Mitigation and Air Quality (CMAQ) Funds for one year of operating subsidy (collectively, the "Funds").
3. The funding agency for this Project is the Federal Transit Administration ("FTA") for the Section 5307 funds and Caltrans for the CMAQ funds (collectively, the "Agencies").
4. The "Project Funding" documents all sources of funds approved for the Project and is attached as Attachment A. The Project Funding includes the total approved budget for the Project.
5. Sponsor shall complete the Project as described in the Scope of Work. The "Scope of Work" for the Project is attached to this FA as Attachment B. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Sponsor including schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If Sponsor is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default. Any changes in the Scope of Work must be made by amendment.
6. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment C 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 the ProgramMetro FTIP database under the reports section at www//program.metro.net. All local transportation projects must be programmed into the FTIP as the FTIP includes locally funded regionally significant projects for information and air quality modeling purposes and to receive State or Federal funding. Sponsor shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Sponsor will be notified of amendments and adoptions to the FTIP via email. Changes to the FTIP through ProgramMetro should be made as soon as possible after Sponsor is aware of any changes to the Project, but not later than October 1 of the year the change or update is effective. Should Sponsor fail to meet this date, it may affect Sponsor's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.
7. No changes to the (i) funding amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or

his/her designee and Sponsor. Modifications that do not materially affect the terms of this Agreement, such as redistributing Funds among existing budget line , or non-material schedule changes must be formally requested by Sponsor and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the funding amount, Project Funding, or the Scope of Work, including schedule.

8. LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Kathy McCune, Mail Stop 99-25-5
mccunek@metro.net

9. Sponsor's Address:
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503-2654
Attention: Jim Mills
jmills@torrnet.com

PART II
GENERAL TERMS OF THE AGREEMENT

1. TERM:

1.1 The term of this Agreement shall commence on the date this Agreement 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; and (ii) the final disbursement of the Funds has been made to Sponsor.

1.2 Should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this Agreement by giving written notice to Sponsor at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse Sponsor for any costs incurred after the termination date, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be consistent with the established funding percentages outlined in the Agreement.

2. PAYMENT OF FUNDS:

2.1 Sponsor understands and agrees that LACMTA provides no Funds under this Agreement and LACMTA shall have no responsibility or obligation to provide any Funds for the Project. Reimbursement of the Project cost with Section 5307 and CMAQ Funds allocated herein shall be paid as follows: Sponsor shall receive the Section 5307 Funds directly from FTA and CMAQ Funds directly from Caltrans pursuant to separate agreements with the FTA and Caltrans. For Section 5307 Funds, Sponsor shall submit invoices to the FTA in the form, manner, and schedule specified by the applicable requirements of the FTA. For CMAQ Funds, Sponsor shall submit invoices to Caltrans in the form, manner, and schedule specified by the applicable requirements of Caltrans. Sponsor cannot be reimbursed for any cost incurred without prior authorization from FTA and Caltrans. Sponsor shall be subject to, and comply with, all applicable programming agencies. The allowability of expenditures, the cost reimbursement schedule, eligibility issues, resolution of disputes, and all other issues relating to the Agreement shall be subject to the rules, regulations, and requirements of the FTA, Caltrans and LACMTA as the programming agency.

3. USE OF FUNDS:

3.1 Sponsor shall utilize the Funds to complete the Project as described in the Scope of Work.

3.2 Attachment B shall constitute the agreed upon Scope of Work between LACMTA and Sponsor for the Project. The Funds, as programmed under this

Agreement, can only be used towards the completion of the Scope of Work originally adopted by the LACMTA Board of Directors and detailed in Attachment B.

3.3 Sponsor shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, Sponsor shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment B) without an amendment to the Agreement approved and signed by the LACMTA Chief Executive Officer or his designee.

4. ONE TIME FUNDING:

4.1 This is a one time only programmed funding subject to the terms and conditions agreed to herein. This programming of Funds does not imply nor obligate any future funding commitment on the part of LACMTA or the Agencies.

5. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

5.1 For the Funds, Sponsor shall be subject to and comply with all applicable requirements of the Agencies regarding Project reporting and audit requirements. Specifically, Sponsor must provide reporting data for a Before and After Evaluation by the US Department of Transportation. Reporting must begin one year prior to bus operations for the "Before" period and through the one year demonstration period for the "After" period. Reporting must be provided in accordance with LACMTA requirements.

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

5.3 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Sponsor and its contractors, shall have access to all necessary records, including reproduction, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

6. EXPENDITURE AND DISPOSITION OF FUNDS:

6.1 The expenditure and disposition of the Funds by Sponsor shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of the Agencies.

6.2 Sponsor shall be responsible for any and all cost overruns for the Project.

6.3 Sponsor shall be eligible for the Funds up to the programmed amount specified in Part I, Section 2 of this Agreement subject to the terms and conditions contained herein and in all applicable requirements of the Agencies.

6.4 Subject to the requirements and regulations of the Agencies, and to the extent allowed by the Agencies, any underruns to the funds shown in Attachment A shall be apportioned between LACMTA and Sponsor in the same proportion as the Sources of Funds from each party to this Agreement as specified in Attachment A to this Agreement. Upon completion of the Project described in the Scope of Work and subject to the requirements and regulations of the Agencies, and to the extent allowed by the Agencies, any unused obligation of the Funds shall revert back to LACMTA for future programming at LACMTA's discretion.

7. TIMELY USE OF FUNDS:

7.1 Sponsor must demonstrate timely use of the Funds by:

- (i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA;
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and Sponsor in Attachment B (Scope of Work) of this Agreement. Contracts for construction or capital purchase shall be executed within nine (9) months from the date of completion of design.
- (iii) obligating the Section 5307 Funds programmed under this Agreement within three (3) years from the first day of the Fiscal Year in which Funds are programmed, unless otherwise stated in this Agreement. At the end of the three (3) year period and subject to the requirements and regulations of the FTA, and to the extent allowed by the FTA, Sponsor shall return any Funds not obligated to LACMTA within one month for future programming at LACMTA's discretion. If the FTA lapsing policy is more stringent than this, the FTA policy will apply. Evidence of timely obligation will be a signed Grant Application document with the FTA; and,
- (iv) obligating the CMAQ Funds programmed under this Agreement within three (3) years from the first day of the Fiscal Year in which Funds are programmed, unless otherwise stated in this Agreement. At the end of the three (3) year period and subject to the requirements and regulations of Caltrans, and to the extent allowed by Caltrans, Sponsor shall return any Funds not obligated to LACMTA within one month for future programming at LACMTA's discretion. If Caltrans lapsing policy is more stringent than this, the Caltrans policy will apply.

Evidence of timely obligation will be either a signed "Request for Approval/To Proceed" document (Caltrans Form FNM-76) or a signed Grant Application document with Caltrans.

8. SOURCES AND DISPOSITION OF FUNDS:

8.1 The obligation for LACMTA to program 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 for the Project, this Agreement shall be void and have no further force and effect, and LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

9. COMMUNICATIONS:

9.1 Sponsor shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. Sponsor shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by Metro" or alternative acceptable minimum language; and, (ii) the Metro logo, with the exception of press releases, which do not require a Metro logo..

9.2 If Sponsor produces any Communication Materials that does not contain the information set forth in Section 9.1 above, Sponsor must provide an opportunity for prior review and written comment by the Chief Communications Officer of LACMTA or its designee before such materials can be produced. If Sponsor does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Sponsor may proceed with producing the Communications Materials as proposed.

9.3 For purposes of this Agreement, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

9.4 For signage on Project structures, facilities, vehicles and construction sites, Sponsor shall use the phrase, "Funded in part by [Metro logo]", "Your tax dollars at work [Metro logo]" or alternative acceptable language. Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials Guidelines available from the LACMTA Communications Division..

9.5 Sponsor shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

9.6 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

9.7 Sponsor shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 9.

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

11. **REMEDIES:**

11.1 In the event of a Default by Sponsor, LACMTA shall provide written notice of such Default to Sponsor with a 30-day period to cure the Default. In the event Sponsor 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 Agreement; (ii) the Agencies may make no further disbursements of Funds to Sponsor; and/or (iii) LACMTA and/or the Agencies may recover from Sponsor any Funds disbursed to Sponsor as allowed by law or in equity.

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

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. **OTHER TERMS AND CONDITIONS:**

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

12.2 If applicable, Sponsor is obligated, to continue using the Project funds dedicated to the public transportation purposes for which the Project was initially approved. Equipment acquired as part of the Project, including office equipment, transit 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.

12.3 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 Agreement, 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.

12.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason to anything done or committed to be done by Sponsor under or in connection with any work performed by and or service provided by Sponsor, its officers, agents, employees, contractors and subcontractors under this Agreement. Sponsor shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of 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) misuse of the Funds by Sponsor, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Sponsor's obligations under this Agreement; or (iii) any act or omission of Sponsor, 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 Agreement.

12.5 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 Agreement.

12.6 Sponsor shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of Caltrans, the FTA and LACMTA. Sponsor 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.

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

12.8 Sponsor shall not assign this Agreement, 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.

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

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

ATTACHMENT B

SCOPE OF WORK

*TORRANCE TRANSIT*Capital Expenditure

To implement the service proposal outlined below, Torrance Transit will acquire a total of four buses to be placed on Torrance Line 1 and Torrance Line 2 which operate on the Harbor Transitway. These buses are projected to cost \$700,000 apiece, including fareboxes and radios. The total projected capital cost is \$2,800,000.00.

Torrance Transit will initiate the bus procurement immediately upon FTA grant approval in early 2009 with bus delivery expected by early 2010.

Proposed Operating Service

Starting on December 31, 2010, Torrance Transit proposes to improve peak hour frequencies on Torrance Line 1 and Line 2. Currently, Torrance Transit serves the Harbor Transitway with Line 1 operating Monday through Friday during the morning peak hours of 5:30 to 8:00 am and afternoon peak hours of 2:30 pm to 5:30 pm. Torrance Transit Line 2 operates Monday through Saturday from 5:35 am to 8:40 pm and 6:00 am to 8:40 pm on Saturday. Torrance Transit Line 2 does not provide service on Sunday.

With the acquisition of the four new buses Torrance Transit proposes to add service to Torrance Line 1 from 4:30 am to 9:30 am and from 2:00 pm to 7:00 pm Monday through Friday. Additional service on Torrance Line 2 will also be implemented and will be operating Monday through Friday from 4:30 am to 9:00 am and 2:30 pm to 7:00 p.m.

The net operating cost of this service expansion is estimated not to exceed \$1,200,000.00 during the one year demonstration period.

Program Conditions

1. Funding for the capital cost of this program shall be from a special allocation of FTA Section 5307 funds separate from Torrance Transit's annual allocation of Section 5307 funds under the formula allocation program. Funding for the net operating subsidy shall be from Congestion Mitigation Air Quality funds.
2. All funds used for the operating subsidies for this program shall come from non-FAP funds.

3. Torrance Transit will provide pre-implementation operating (“before”) data to support a base line for a 12 month analysis; the “before” data collection will be from December 2009 to December 2010. In addition to the “before” data, Torrance Transit must provide data analysis while the program is in its first year of implementation. Generally the time frame for the implementation (“after”) data collection will be from January 1, 2011 to December 31, 2011. Torrance Transit will be notified by LACMTA if the timeline for the “after” data collection changes.

The “before” and “after” data will be collected and submitted on a quarterly basis to LACMTA and at a minimum, will include the following information for Torrance Lines 1 and 2: transit ridership, schedule adherence and on-time performance, cost per passenger mile, and customer satisfaction.

ATTACHMENT C

Los Angeles Metropolitan Transportation Authority
2008 Federal Transportation Improvement Program (\$000)

LA0G145		Los Angeles Metropolitan Transportation Authority	
SCAG RFP#	1TR204	Project Title	LACRD - 4 Buses for the I-110 Harbor Transitway HOT Lane/Torance Transit. (RFP# 1TR204)
EA Number		Project Description	LACRD - 4 Buses for the I-110 Harbor Transitway HOT Lane/Torance Transit. (RFP# 1TR204)
SCAG Model #			
System	Public	Fund	
TRANS1	Public	5507 - FTA/UA Area	
		5508 - LOS ANGELES COUNTY RECESSION GR7	
		Right of Way	\$0
		Construction	\$2,800
		Total	\$2,800
Program Code	BUN64 - BUSES-EXPANSION-ALTERNATIVE FUEL		
Environmental Document	CATEGORICALLY EXEMPT - 1001/2008		
Community Category	TCM		
Ag Month	SCAB		
Project Close/Start Date	12/31/2010		
Current Implementation Status	No Project Activity - 09/23/2008		
Project Manager	Stephanie Wiggins - (213) 922-1023		
Lead Watched By	Avital Shavit on 10/06/2006		
Change Reason:	New project		
Narrative:			
		Total Cost	\$2,800

ATTACHMENT C

Los Angeles Metropolitan Transportation Authority
2008 Federal Transportation Improvement Program (\$000)

LA0G148		Imperial County, Torrance, City of	
SCAG RFP#	1TR204	Project Title	LACRD - I-110 HOT lane operations - new transit services. (RTP# 1TR204)
RFP#		Project Description	LACRD - I-110 HOT lane operations - new transit services. (RTP# 1TR204)
EA Number		Fund	
SCAG Model#		Engineering	\$0
SPRINT	None	Right of Way	\$1,200
TRANS1	None	Construction	\$1,200
Program Code	BUD00 - BUS OPERATIONS/OPERATING ASSISTANCE	Total	\$1,200
Federal Account	CATEGORICALLY EXEMPT - 1001/2008		
Contract Category	TCM		
Acronym	SCAB		
Project Start/End Date	12/8/2011		
Current Implementation Status	No Project Activity - 09/23/2008		
Project Manager	Stephanie Wiggins - (213) 922-1033		
Last Modified By	Avital Shavit on 10/04/2006		
Change Reason:	New project	Total Cost	\$1,200
Narrative:			

**AMENDMENT ONE TO THE AGREEMENT FOR THE LOS ANGELES COUNTY
CONGESTION REDUCTION DEMONSTRATION PROJECT (“EXPRESSLANES”)
BETWEEN THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY AND THE CITY OF TORRANCE**

This Amendment One to the Agreement ("Amendment") by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Torrance ("Sponsor") is effective upon signature of both parties.

RECITALS:

A. Whereas, the Sponsor and LACMTA entered into that Agreement No. FA.CRD09221002, dated May 31, 2009 ("Agreement") which provides for bus service and operating subsidy along the I-110 corridor (Project); and,

B. Whereas, the Sponsor and LACMTA desire to amend the Agreement to specify a change in language in Part II Section 5 and a change to Attachment B to the Agreement, Scope of Work. Attachment B, Scope of Work will be amended to include schedule changes to the data collection periods and the specific data elements that will be required.

C. The LACMTA Chief Executive Officer or his/her designee and Sponsor are authorized to amend the Agreement, and the changes that are made are consistent with the original Agreement and Attachment B to the Agreement, Scope of Work.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. Part II, Section 5, Reporting and Audit Requirements/Payment Adjustments, Subsection 5.1 is revised to read as follows:
For the Funds, Sponsor shall be subject to and comply with all applicable requirements of the Agencies regarding Project reporting and audit requirements. Specifically, Sponsor must provide reporting data for a Before and After Evaluation by the US Department of Transportation. Reporting will begin at minimum one year prior to the start of the Demonstration Period, as defined in the Scope of Work, for the "Before" period and will continue at minimum through the one year Demonstration Period for the "After" period. Reporting must also be provided in accordance with the LACMTA requirements.
2. Attachment B, to the Agreement, Scope of Work, is hereby deleted in its entirety and replaced with Attachment B 1 attached hereto.
3. Except as expressly amended hereby, the Agreement remains in full force and effect as originally executed. All rights and obligations of the parties under the Agreement that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the above date.

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Arthur T. Leahy Date
Chief Executive Officer

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By: _____
Deputy Date
11/16/11

SPONSOR:

CITY OF TORRANCE

By: _____
Frank Scotto Date
Mayor

APPROVED AS TO FROM:

ATTEST:

John L. Fellows III
City Attorney

Sue Herbers
City Clerk

By: _____
Date

ATTACHMENT B 1**SCOPE OF WORK*****TORRANCE TRANSIT*****Capital Expenditure**

To implement the service proposal outlined below, Torrance Transit will acquire a total of four buses to be placed on Torrance Line 1 and Torrance Line 2. These buses are projected to cost \$700,000 apiece, including fareboxes and radios. The total projected capital cost is \$2,800,000.00.

Torrance Transit will initiate the bus procurement immediately upon FTA grant approval in mid 2009 with bus delivery expected by late 2011.

Proposed Operating Service

Currently, Torrance Transit serves the Harbor Transitway with Line 1 operating Monday through Friday during the morning peak hours of 5:30 to 8:00 am and afternoon peak hours of 2:30 pm to 5:30 pm. Torrance Transit Line 2 operates Monday through Saturday from 5:35 am to 8:40 pm and 6:00 am to 8:40 pm on Saturday. Torrance Transit Line 2 does not provide service on Sunday.

With the acquisition of the four new buses Torrance Transit will add service to Torrance Line 1 from 4:30 am to 9:30 am and from 2:00 pm to 7:00 pm Monday through Friday. Additional service on Torrance Line 2 will also be implemented and will be operating Monday through Friday from 4:30 am to 9:30 am and 2:30 pm to 7:00 p.m.

The net operating cost of this service expansion is estimated not to exceed \$1,200,000 during the one year Demonstration Period (the one year period which begins at the time of the opening of the Metro ExpressLanes).

Program Conditions

1. Funding for the capital cost of this program shall be from a special allocation of FTA Section 5307 funds separate from Torrance Transit's annual allocation of Section 5307 funds under the formula allocation program. Funding for the net operating subsidy shall be from Congestion Mitigation Air Quality funds.
2. All funds used for the operating subsidies for this program shall come from non-FAP funds.

3. To comply with Part II, Section 5.1 of the Agreement, the Torrance Transit will provide pre-implementation operating (“Before”) data to support the Los Angeles County Congestion Reduction Demonstration Program and in compliance with the Final National Evaluation Test Plans. The Final National Evaluation Test Plans are standards developed by the federal government and can be provided by LACMTA upon request. The “Before” data collection will be from October 2011 to October 2012 and the time frame for the implementation (“After”) data collection will be from October 2012 to October 2013. Torrance Transit will be notified by LACMTA if the timeline for the “After” data collection changes.

The “Before” and “After” data will be collected and submitted on a monthly basis to LACMTA and at a minimum, will include the following information for Torrance Lines 1 and 2: average weekday ridership, monthly ridership, monthly revenue miles and monthly revenue hours.