AGENDA

Public comment on any agenda item may be made during the consideration of that item. All comments on items not listed on the agenda may be made during the time allotted on the agenda to the public. Members of the public may comment by raising a hand and being recognized by the Chair. Speakers shall confine their comments to three minutes per speaker. Unless otherwise noted in the Agenda, the public may only comment on matters that are within the subject matter jurisdiction of the Westside Cities Council of Governments or items listed on the agenda.

1. CALL TO ORDER

2. WELCOME, INTRODUCTIONS, AND IDENTIFICATION OF VOTING MEMBERS

3. ACTION ITEMS (20 min)

A. Approval of May 17, 2018 Draft Meeting Notes
   Action: Approve the May 17, 2018 draft meeting notes

B. Funding Agreement with Metro on Measure M Multi-Year Subregional Program Planning Activities
   Action Item: Direct the Board and Executive Director to sign the funding agreement upon final review and approval of County Counsel and WSCCOG Counsel

C. Support Letter for the Northern Extension of the Crenshaw/LAX Line Project
   Action Item: Approve and sign the letter in support of the project

D. Partnership Letter for Autonomous Vehicle Policy Conference
   Action Item: Approve and sign the letter in partnership with Transpo Group

E. Engagement Letter with Crowe Horwath LLP for Audit Services
   Action Item: Approve and sign the contract agreement and engagement letter with Crowe Horwath LLP

4. EXECUTIVE DIRECTOR REPORT (20 min)

5. LEGISLATION INFORMATIONAL ITEMS (15 min)

   A. League of California Cities Legislative Update Memorandum
   B. Senate Bill 944 (Hertzberg) - Community Paramedicine Act of 2018

6. ANNOUNCEMENTS (10 min)
7. FUTURE MEETING LOCATIONS AND AGENDA ITEMS (5 min)

A. Future Meeting Locations
   i. Thursday, September 20, 2018 (County of Los Angeles – 5900 Wilshire Blvd.)
   ii. Thursday, November 15, 2018 (City of Culver City – City Hall)

B. Future Agenda Items
   i. Motel Conversion Housing Projects and Ordinances
   ii. Agenda Items Requested by the WSCCOG Board

8. PUBLIC PARTICIPATION (5 min)

Members of the public may address the Westside Cities Council of Governments (WSCCOG) on any subject on or off the agenda by raising a hand and being recognized by the WSCCOG Chair. Speakers shall confine their comments to three minutes per speaker.

9. ADJOURN

Written materials distributed to the Board within 72 hours of the Board meeting are available for public inspection immediately upon distribution in the City Clerk’s office at West Hollywood City Hall located at 8300 Santa Monica Boulevard, West Hollywood, CA 90069, during normal business hours. Such documents will also be posted on the WSCCOG website at www.westsidecities.org and will be made available at the meeting.

In accordance with the Americans with Disabilities Act, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please contact WSCCOG Project Director Winnie Fong at 323-306-9856 or winnie@estolanolesar.com at least three days prior to the meeting.
IN ATTENDENCE:

Bevery Hills: Councilmember John Mirisch (Vice Chair); Councilmember Robert Wunderlich. Staff: Cindy Owens

Culver City: Councilmember Meghan Sahli-Wells. Staff: Shelly Wolfberg, Diana Chang, Tevis Barnes

Santa Monica: Staff: Anuj Gupta, Stephanie Venegas

West Hollywood: Councilmember Lauren Meister (Chair), Councilmember Lindsey Horvath. Staff: Hernan Molina, Joanna Hankamer

City of LA: Staff: Jay Greenstein (CD 5), Steve Luu, Matt Shade

County of LA: Staff: Stephanie Cohen, Katy Young (SD 3)

WSCCOG: Executive Director: Cecilia V. Estolano. Staff: Winnie Fong; Counsel: Lauren Langer

Other: Joan Ling (UCLA); Angela Gentry (County Los Angeles CEO Office); Honorable Fran Pavley (Former State Senator)

1. CALL TO ORDER
Councilmember Lauren Meister (Chair) called the meeting to order at 12:02 p.m.

2. WELCOME, INTRODUCTIONS, AND IDENTIFICATION OF VOTING MEMBERS

3. ACTION ITEMS

A. Approval of March 8, 2018 Draft Meeting Notes
The motion was made by Councilmember Meghan Sahli-Wells (Secretary) and seconded by Councilmember Lauren Meister (Chair) to approve the March 8, 2018 meeting notes. The motion passed unanimously.

B. Fiscal Actions for FY 2018-19
   i. Adoption of the Determination of Dues to be Assessed and the Adoption of the Annual Budget for FY 2018-19
The motion was made by Chair Lauren Langer and seconded by Vice Mayor John Mirisch (Vice Chair) to adopt the determination of dues to be assessed and the annual budget for FY 2018-19. The motion passed unanimously.

ii. Adoption of the Annual Work Plan for FY2018-19
Vice Chair requested that the WSCCOG board focus more on enhancing local control as part of the work plan. The motion was made by Secretary Sahli-Wells and seconded by Vice Chair Mirisch to adopt the annual work plan for FY 2018-19. The motion passed unanimously.

iii. Estolano LeSar Advisors Contract Renewal for WSCCOG Executive Director Services for FY 2018-19
The motion was made by Vice Chair Mirisch and seconded by Secretary Sahli-Wells to approve the Estolano LeSar Advisors contract renewal for the WSCCOG Executive Director services. The motion passed unanimously.

C. Election of the WSCCOG Board Officers for FY 2018-19
Councilmember Meister nominated Vice Mayor Mirisch to serve as the FY 2018-19. The Chair called for the vote and declared the election by acclamation.

Vice Mayor Mirisch nominated Councilmember Sahli-Wells to serve as FY 2018-18 Vice Chair. The Chair called for the vote and declared the election by acclamation.

Vice Mayor Mirisch nominated Councilmember McKeown to serve as FY 2018-19 Secretary. The Chair called for the vote and declared the election by acclamation.

D. SCAG Community, Economic & Human Development (CEHD) Committee Representative Appointment
Vice Mayor Mirisch announced his withdrawal of his letter of interest for the position as the SCAG Community, Economic & Human Development Committee Representative. Councilmember Meister remains as the only candidate who expressed interest in the position. The Chair called for the vote for Councilmember Meister to serve as the WSCCOG representative to the SCAG CEHD Committee, and declared the election by acclamation.

E. SCAG Energy and Environment Committee (ECC) Representative Appointment
The Chair called for the vote for Councilmember Pam O’Connor to serve as the WSCCOG representative to the SCAG ECC Committee, and declared the election by acclamation.

4. EXECUTIVE DIRECTOR’S REPORT

5. INFORMATION AND DISCUSSION

A. Potential County Stormwater Measure and County Water Resilience Plan Update
Katy Young and Fran Pavley presented the latest update and process on the County’s development of the stormwater funding measure, including the expected draft for the public’s review and comments. WSCCOG Representative to the County Stormwater Stakeholder Advisory Committee Councilmember Robert Wunderlich also provided additional information regarding funding for activities and programs. Ms. Estolano encouraged the cities to review the draft and provide comments before the County will consider placing the Safe, Clean Water Program on the November ballot on July 17th. The County’s action would occur before the WSCCOG board meeting on July 19th.
B. Affordable Housing Discussion
Joan Ling provided a presentation on important policy issues related to the housing affordability in Los Angeles, including the overall housing crisis, funding, land use reform, state legislation on density and parking requirements, and rent control.

C. City-Owned Public Banks Discussion
Vice Chair Mirisch provided a brief statement about local jurisdictions that are currently exploring the establishment of city-own public banks.

D. Resolution in Support of Accelerating the Northern Extension of the Metro Crenshaw/LAX Line Discussion
Councilmember Lindsey Horvath of the City of West Hollywood provided updates on the Northern Extension of the Metro Crenshaw/LAX Line project and encouraged the cities to support West Hollywood. Vice Chair Sahli-Wells requested that an agenda be placed at the next board meeting for the Board to consider taking action in support of the project.

6. LEGISLATION

7. ANNOUNCEMENTS
Angela Gentry from the Los Angeles County Chief Executive Office provided the cities with information on outreach for the upcoming U.S. Census. Zoe Muntaner of Compassionate Santa Monica provided information on her organization’s role in the ban on plastic. Councilmember Sahli-Wells provided information regarding the Water One Alliance event coming up on June 26th in Long Beach.

8. FUTURE MEETING LOCATIONS AND AGENDA ITEMS

9. PUBLIC PARTICIPATION

10. ADJOURN
The WSCCOG Board adjourned at 1:38 p.m.
DATE: June 19, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: Funding Agreement with Metro for Measure M Multi-Year Subregional Program Planning Activities

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**Recommended Action**

Direct the WSCCOG Chair and Executive Officer to sign the funding agreement with Metro for Measure M Multi-Year Subregional Program Planning Activities, in substantially the same form as provided in the packet, upon final review and approval of County Counsel and WSCCOG Counsel.

**Background**

As part of the Measure M Expenditure Plan for the Multi-Year Subregional Programs (MSP), Metro has allocated $94,989 (or 0.5 percent) of the MSP funding to the WSCCOG for planning activities, which includes the development of the WSCCOG’s MSP 5-year plan and a list of projects under the Active Transportation and First/Last Mile Connections Program. The WSCCOG plans to hire a consultant for the forthcoming WSCCOG Mobility Report. The WSCCOG will also use the same consultant to develop the WSCCOG’s MSP 5-year plan and a list of projects. The WSCCOG and Metro must enter into a funding agreement in order for the WSCCOG to access the grant funding for the MSP planning activities, which will be issued in a form of a reimbursement. The WSCCOG will use the grant funding to hire a consultant to develop the MSP 5-Year plan and the list of projects under the Active Transportation and First/Last Mile Connections Program. WSCCOG plans to program the funds over a 4-year period for FY2018-19 through FY 2021-22, which will include an annual update of the adopted MSP plan and list of projects.

**Approval Process**

Metro staff has routed the draft funding agreement to the County Counsel for review and signature. If the draft funding agreement is not signed by the County Counsel by the time the WSCCOG Board meets on July 19, 2018, then Metro staff requests that the WSCCOG Board Direct the Chair and Executive Officer to sign the funding agreement with Metro for Measure M Multi-Year Subregional Program Planning Activities, in substantially the same form as provided in the packet, upon final review and approval of County Counsel and WSCCOG Counsel. Major changes to the contract are not expected and this will expedite process because the WSCCOG Board will not convene again until September 20, 2018. Once the agreement is executed, Metro staff will return the funding agreement to Metro CEO Phil Washington for final approval and signature. Once this process is completed, the WSCCOG can then proceed with an Memorandum of Understanding (MOU) with SCAG to use the MSP planning activities grant funding to retain a consultant to work on both the WSCCOG Mobility Study and the MSP 5-Year Plan.

**Attachment:**

A. Draft Funding Agreement Between Metro and WSCCOG for Measure M Multi-Year Subregional Program Planning Activities
MEASURE M FUNDING AGREEMENT
MULTI-YEAR SUBREGIONAL PROGRAMS

This Funding Agreement ("FA") is made and entered into effective as of ________________ (“Effective Date”), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and Westside Cities Council of Governments ("GRANTEE") for planning activities (0.5%) for the Active Transportation and First/Last Mile Connections Program, LACMTA Project ID# MM ____________ (the "Project"). This Project is eligible for funding under Line 51 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 for the Planning Activities (0.5%) for the Active Transportation and First/Last Mile Connections Program.

WHEREAS, the LACMTA Board, at its June 22, 2017 meeting, adopted the Measure M Master Guidelines which allows resources (not to exceed 0.5%) to support the Multi-Year Subregional Program Project Development Process.

WHEREAS, the Funds are currently programmed as follows: $94,989 in Measure M Funds in Fiscal Years (FY) FY 2018-19; FY 2019-20; FY 2020-21; and FY 2020-22. The total designated for the Planning Activities (0.5%) for the Active Transportation and First/Last Mile Connections Program is $94,898.

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
5. Attachment C – Scope of Work
6. Attachment D – Project Reporting and Expenditure Guidelines
7. Attachment D-1 – Quarterly Progress/Expenditure Report
8. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.
IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: ___________________________ Date: ______________
    Phillip A. Washington
    Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: ___________________________ Date: ______________
    Deputy

GRANTEE:

Westside Cities Council of Governments (WSCCOG)

By: ___________________________ Date: ______________
    Honorable John Mirisch
    WSCCOG Chair

APPROVED AS TO FORM:

By: ___________________________ Date: ______________
    Lauren Langer
    WSCCOG Counsel
PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Planning activities (0.5%) for the Active Transportation and First/Last Mile Connections Program. LACMTA Project ID# MM_________.

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 $94,989 (the “Fund”) for the Project. LACMTA Board of Directors’ action of ___________ granted the Measure M Funds for the Project. The Funds are programmed over 4 years for Fiscal Years (FY) FY 2018-19, FY 2019-20, FY 2020-21, and FY 2021-22.

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.

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. In no event can the final milestone date be changed or amended by written concurrence by the LACMTA Senior Executive Officer managing the Measure M Multi-Year Subregional Program. 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. 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 in deliver of 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-1. In no event can the final milestone date be amended by a Quarterly Progress/Expense 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 Reports are attached to this FA as Attachments D-1 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

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

Westside Cities Council of Governments (WSCCOG)
448 S. Hill St. Suite 1105
Los Angeles, CA 90013
Attention: Cecilia V. Estolano, Executive Director
Phone: 213-612-4545
Email: cecilia@estolanolesar.com
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:
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.

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 complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at [www.metro.net/projects/call_projects/call_projects-reference-documents/](http://www.metro.net/projects/call_projects/call_projects-reference-documents/). 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-1) 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. 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 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 years following final payment under this Agreement.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, 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, 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 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) 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

(iii) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(iv) Expending the Funds granted under this FA for allowable costs within three years or 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 2018-19 are subject to lapse by June 30, 2021. All Funds programmed for FY 2019-20 are subject to lapse by June 30, 2022. All Funds programmed for FY 2020-21 are subject to lapse by June 30, 2023. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2024.

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

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

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

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

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE’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, 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.
### PROGRAMMED BUDGET - SOURCES OF FUNDS

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<th>FY2018-19</th>
<th>FY2019-20</th>
<th>FY 2020-21</th>
<th>FY2021-22</th>
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Use Actual $$$
## SOURCES OF FUNDS

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<th>Construction</th>
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### TOTAL BUDGET

- **LACMTA PROGRAMMED FUNDS:**
  - **Measure M Funds:** $18,998
  - **Other Non LACMTA Funds:** $0

### OTHER NON LACMTA FUNDING:

- **Local:** $0
- **State:** $0
- **Federal:** $0
- **Private:** $0

### PROJECT FUNDING

- **FY 2017-18 and FY 2018-19:** $18,998
## PROGRAMMED SOURCES OF FUNDS

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ATTACHMENT C
SCOPE OF WORK
PROGRAM DEVELOPMENT/PLANNING ACTIVITIES - 0.5% FUNDING

MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM(S):

1. Active Transportation/1st and Last Mile Connection Program

PROGRAM # 1 – [Active Transportation/1st and Last Mile Connection Program]

DESCRIPTION
The Westside Cities Council of Government (WSCCOG) identified the Active Transportation/1st and Last Mile Connection Program as the Measure M Multi-Year Subregional Program. In 2015, the WSCCOG approved the Westside Mobility Matrix, which identified a preliminary list of projects related to active transportation and 1st and last mile connection. The WSCCOG will retain a consultant to assist in the development of the list of projects and the 5-year Multi-Year Subregional Program (MSP) plan. The WSCCOG will also work closely with the WSCCOG Transportation Working Group throughout the development process. The scope of work will also include a public participation plan and conduct stakeholder outreach in the development of the plan and list of projects.

Subregional entity will involve all entities within the Subregion eligible for the Measure M Multi-Year Subregional Program funding and consult regarding the composition of projects in the Plan, either directly, or through their participation in the Council of Governments or comparable subregional entity that represents the Subregion.

ESTIMATED COSTS:

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<td>Project Implementation Schedule</td>
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SCHEDULE:

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DELIVERABLES:

- Measure M – MSP Public Participation Element
- Preliminary List of Projects
- Five-Year Plan Programming Forecast
- Scope of Work per Project
- Project Readiness per Project
- Project Financial Plan per Project
- Final List of Projects
- Final 5-Year MSP Plan
- Annual Updated Plan
## Programmable Sources of Funds

### Measure M Funds:

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<tr>
<th>Project Description</th>
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<th>FY 2021-22 Qtr 4</th>
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### Local Non-LACMTA Funding:

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**Total Non-LACMTA Funds:**

| FY 2021-22 and FY 2022-23 | $4,750 | $4,750 | $0     | $0     | $0     | $0     | $0     | $0     | $9,499       |

**Total Budget:** $9,499
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DATE: June 19, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: Support Letter for the Northern Extension of the LAX/Crenshaw Line Project

Recommended Action
Approve and sign the support letter for the Northern Extension of the LAX/Crenshaw Line Project.

Background
On May 17, 2018, Councilmember Lindsey Horvath of City of West Hollywood presented an update on the Northern Extension of the Crenshaw/LAX Line project and encouraged the cities to support West Hollywood. Vice Mayor Meghan Sahli-Wells requested that an agenda be placed at the next WSCCOG board meeting in July for the WSCCOG Board to take action in support of the project (see Attachment A).

For more information on the project, refer to the staff report prepared by the City of West Hollywood here: http://weho.granicus.com/MetaViewer.php?view_id=&event_id=1036&meta_id=147956

Attachments:
A. Draft WSCCOG Support Letter of the Northern Extension of the LAX/Crenshaw Line Project
July 19, 2018

Mr. Phillip A. Washington  
Chief Executive Officer  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012-2952

Re: Support for the Northern Extension of the Crenshaw/LAX Line Project

Dear Mr. Washington:

The Westside Cities Council of Governments (WSCCOG) strongly supports the Northern Extension of the Crenshaw/LAX Line project to improve regional mobility and connectivity. The WSCCOG believes that the Northern Extension will be of benefit to all areas of Los Angeles County including the Westside Cities. More importantly, it will directly benefit underserved and transit dependent communities in the Crenshaw corridor. The Northern Extension will optimize the Metro transit network by filling a major gap and providing critical near-term north-south connectivity on the Westside and for the region by leveraging the mobility investments Metro and local communities have already made including the Expo Line, Purple Line, Crenshaw Line, and the Green Line. The WSCCOG supports the acceleration of the Northern Extension of the Crenshaw/LAX Line as well as the City of West Hollywood's leadership in partnering with Metro to deliver the transformational mobility benefits of this project sooner as demonstrated by their adoption of Resolution No. 18-5055.

Connecting the Expo Line to the Purple and Red Lines via an extended Crenshaw Line will eliminate the need for many riders on the Westside to travel out of their way to Downtown in order to transfer making Metro rail more convenient for more people. The Northern Extension will help connect employees to jobs improving connections between Downtown Santa Monica, Century City, Westwood, Silicon Beach, Culver City studios, and creative industry clusters in West Hollywood and Hollywood. By improving transit access to West Hollywood and Hollywood, the Northern Extension will help enable car-free tourism across the Westside while making it easier for locals to access cultural resources like the Hollywood Bowl. Finally, the Northern Extension will provide a viable alternative to congested arterial roadways like La Cienega Blvd. and Santa Monica Blvd. helping to reduce cut-through traffic through some of the densest, job-rich, and most underserved parts of the county.

The Northern Extension of the Crenshaw/LAX Line has been a priority for the Westside for years but we recognize the wider regional significance of this project as a new regional connector with benefits stretching from the South Bay to the San Fernando Valley. It will also fulfill an unmet promise of Measure R to connect the Crenshaw Line to Wilshire Blvd.

We strongly urge you and the Metro Board to proceed with a full project Environmental Impact Report (EIR) along with other technical studies in 2018 to get this project shovel-ready for acceleration.
Sincerely,

WSCCOG Chair John Mirisch

CC:
Honorable Board Members of Westside Cities Council of Governments
WSCCOG Executive Director
DATE: June 19, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: Partnership Letter for the Autonomous Vehicle Policy Conference

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**Recommended Action**
Approve and sign the partnership letter for the Autonomous Vehicle Policy Conference.

**Background**
In December 2017, Transpo Group conducted a two-day Autonomous Vehicle Policy Framework Summit to begin formulating policy at different levels of governments regarding autonomous vehicles. The Transpo Group team partnered with the following agencies and organizations for the summit:

- Caltrans
- Coalition for Transportation Technology
- Local Government Commission
- UCLA Luskin Center for Innovation
- Safety and Reliability of Autonomous Systems

The Transpo Group team also drafted a final product report based on the two-day summit, which addresses a wide range of issues including, but limited to, greater access, equity, reducing transportation-related greenhouse gases, vehicle safety, public health, land use planning issues, community livability, parking and managing the streets.

For a final product report, visit the following link:

Transpo Group is conducting the Autonomous Vehicle Policy Conference for public/private sector stakeholders, academia, industry groups, elected officials, city staff, and non-profit organizations to convene and discuss policy needs and opportunities presented by self-driving cars. Transpo Group kickstarted the series with an event in Anaheim in May 2018, followed by events in Orange County (May 2018) and Inland Empire (June 2018).

Transpo Group is scheduled to host a conference in Los Angeles on Wednesday, September 12, 2018 at the Center at Cathedral Plaza located at 555 W Temple St, Los Angeles CA from 8:00am to 4:30pm. The fee for public sector, nonprofit, and student registration is $50. Private sector and all other participants is $95. Late registration (registering within 1 week of conference date) is $125.

The Transpo Group team is currently seeking potential partners for the event. The benefits of partnering for the event includes (see Attachment A):

- Recognition as a partner in all official invitations
- Recognition as a partner in all conference materials and collateral
• Priority registration for two (2) guests at the conference

There is no fiscal impact to the WSCCOG in partnering with Transpo Group for this event. The WSCCOG Executive Director recommends the board approve and sign the partnership letter with Transpo Group to serve as a partner in the event, which will provide us with access to information and the network of industry professionals and academic connections as we continue to explore policy solutions for emerging technologies as part of the following:

• Continue the WSCCOG’s annual work plan related to transportation and mobility
• Provide information to support the forthcoming WSCCOG Mobility Report in collaboration with UC Davis
• Establish the framework for the forthcoming WSCCOG convening on mobility options and issues related to streets, curb use, and sidewalks

Attachments:
A. Autonomous Vehicle Policy Conference Partnership Flyer
B. Draft partnership letter with Transpo Group
On behalf of Transpo Group we are pleased to invite you to become a partner with a variety of public and private organizations and institutions at the Autonomous Vehicle (AV) Policy Conference.

As a partner, your organization will be guaranteed a spot at the conference, your organization’s logo will be included in all applicable promotional materials, and you will be able to invite your membership to the conference in the weeks leading up to event.

PARTNER BENEFITS:

► Recognition as a partner in all official invitations
► Recognition as a partner in all conference materials and collateral
► Priority registration for two (2) guests at the conference

CONFERENCE TOPICS WILL INCLUDE:

Overview of AV Planning & Policy Issues

What’s Going on Locally?

Transportation as a Service and Transit Services

Local Issues including:
► Land-Use Planning
► Curb Management
► Parking Codes
► Fiscal Issues

...and more!

INTERESTED IN HELPING SHAPE THE FUTURE OF AV POLICY?

Respond to:
Ryan Snyder, TranspoGroup
Director of Active Transportation Planning
to lock in your spot as soon as possible.

ryan.snyder@transpogroup.com
310-307-3319
July 19, 2018

Ryan Synder, Director of Active Transportation Planning
Transpo Group
10866 Wilshire Blvd. 4th Floor
Los Angeles, CA 90024

Re: WSCCOG Partnership for the Autonomous Vehicle Policy Conference

Dear Mr. Synder,

Over the years, the Westside Cities Council of Governments (WSCCOG) and its member cities have engaged in discussions and attended conferences to learn more about the implications of emerging technologies on local governments, including autonomous vehicles (AV). The WSCCOG also recently partnered with the Southern California Association of Governments (SCAG) and the UC Davis Institute of Transportation Studies to conduct a literature review on the use of AV, as well as conduct an analysis on the market demand and GHG reduction potential of AVs. The WSCCOG continues to seek opportunities to engage in a discussion with public and private sectors on how local governments can address issues related to AVs, such as access, equity, safety, land use planning, parking, and other.

The WSCCOG appreciates the opportunity to be a partner for the upcoming Autonomous Vehicle Policy Conference held on Wednesday, September 12, 2018 in Los Angeles. As a partner, the WSCCOG will authorize the use of the WSCCOG’s logo in all applicable promotional materials for the upcoming Autonomous Vehicle Policy Conference, including official invitations and collateral materials.

We look forward to engaging with local and regional governments and stakeholders to address policy issues around the advent of AV technology at the conference. Please contact the WSCCOG Executive Director Cecilia V. Estolano (cecilia@estolanolesar.com) and the WSCCOG Project Director Winnie Fong (winnie@estolanolesar.com) at 213-612-4545.

Sincerely,

WSCCOG Chair John Mirisch

CC:
Honorable Board Members of Westside Cities Council of Governments
WSCCOG Executive Director
DATE:       June 19, 2018

TO:         Westside Cities Council of Governments Board

FROM:       Westside Cities Council of Governments Staff

SUBJECT:    Engagement Letter with Crowe Horwath LLP for Audit Services

**Recommended Action**
Approve and sign the contract agreement and engagement letter with Crowe Horwath LLP to provide auditing services for the WSCCOG for the year ending June 30, 2018.

**Background**
The firm White Nelson Diehl Evans LLP provided auditing services of the WSCCOG financial statements in previous years when the City of West Hollywood served as the WSCCOG’s Treasurer. The City of Beverly Hills is the current Treasurer for the WSCCOG, and the City proposes to engage with Crowe Horwath LLP to provide auditing services for the WSCCOG of the financial statements for the year ending June 30, 2018. The City of Beverly Hills will work closely with the firm to support the audit team during the engagement and provide them with all required documentation.

The WSCCOG Executive Director and the WSCCOG Treasurer recommends the WSCCOG Board to engage with Crowe Horwath LLP to provide audit services of the financial statements for the year ending June 30, 2018.

**Attachments:**
A. Crowe Horwath LLP Contract Agreement for Professional Services
B. Crowe Horwath LLP Engagement Letter
WESTSIDE CITIES COUNCIL OF GOVERNMENTS
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this __th day of July 2018 by and between the Westside Cities Council of Governments, a Joints Power Authority, 448 S. Hill St. Suite 1105 Los Angeles, CA 90013 (hereinafter referred to as the “WSCCOG”) and Crowe Horwath LLP, 650 Town Center Drive, Suite 740, Costa Mesa, CA 92626-7192 (hereinafter referred to as the “CONTRACTOR”).

RECEITALS

A. The WSCCOG proposes to contract for professional services as outlined below;

B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

C. NOW, THEREFORE, the WSCCOG and the CONTRACTOR, mutually agree as follows:

1. SERVICES. The CONTRACTOR shall perform those services set forth in “Exhibit A,” which is attached hereto and incorporated herein by reference.

2. TERM OF AGREEMENT. The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2019 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the WSCCOG and shall continue until all authorized work is completed to the WSCCOG’s satisfaction, in accordance with the schedule incorporated in “Exhibit A,” unless extended in writing by the WSCCOG.

4. PAYMENT FOR SERVICES. The CONTRACTOR shall be compensated in an amount not to exceed $5,100 for services provided pursuant to this Agreement as described in “Exhibit A.” Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the WSCCOG for services performed to the WSCCOG’s satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the WSCCOG.

5. CONTRACT ADMINISTRATION.

5.1. The WSCCOG’s Representative. Unless otherwise designated in writing, the WSCCOG Treasurer, shall serve as the WSCCOG’s representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, Katherine V. Lai, shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the WSCCOG.
5.3. **Responsibilities of theWSCCOG.** TheWSCCOG shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. TheWSCCOG’s staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR’s services under this Agreement, but the WSCCOG reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the WSCCOG’s premises.

6. **TERMINATION.**

6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days’ written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the WSCCOG’s satisfaction up to the date of termination.

6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the WSCCOG may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the WSCCOG in securing the services from another contractor.

7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless WSCCOG from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that WSCCOG is named as a party defendant in a lawsuit alleging injury as a result of Contractor’s negligent or wrongful performance under this Agreement, Contractor shall defend WSCCOG with counsel approved by WSCCOG, which approval will not be unreasonably withheld, and bear responsibility for attorney’s fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both WSCCOG and Contractor, or should WSCCOG otherwise find Contractor’s legal counsel unacceptable, then Contractor shall reimburse the WSCCOG its costs of defense, including without limitation reasonable attorney’s fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the WSCCOG. It is expressly understood and agreed that the foregoing provisions
are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the WSCCOG. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- WSCCOG means the board members, officers, and employees.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR’s own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers’ Compensation Coverage.** The CONTRACTOR shall maintain Workers’ Compensation Insurance and Employer’s Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California for all of the subcontractor’s employees. Any notice of cancellation or non-renewal of all Workers’ Compensation policies must be received by the WSCCOG at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the WSCCOG, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for WSCCOG.

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the “Certificate of Exemption from Workers’ Compensation Insurance” which is attached hereto and incorporated herein by reference as “Exhibit B.”

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury,
personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR’s employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR’s operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best’s rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. “The WSCCOG, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations.”

8.2.2. This policy shall be considered primary insurance as respects the WSCCOG, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the WSCCOG, including any self-insured retention the WSCCOG may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the WSCCOG in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the WSCCOG.

8.2.5. The insurer waives all rights of subrogation against the WSCCOG, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the WSCCOG, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days’ written notice has been submitted to the WSCCOG and approved in writing, except in the case of cancellation, for which ten (10) days’ written notice shall be provided.

8.2.8. Contractor agrees to provide immediate notice to WSCCOG of any claim or loss against Contractor arising out of the work performed under this agreement. WSCCOG assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve WSCCOG.

8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow WSCCOG, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the WSCCOG Attorney and Treasurer. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should WSCCOG pay the SIR or deductible on Owner’s behalf upon the Owner’s failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, WSCCOG may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by WSCCOG due to the breach.

8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the WSCCOG as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the WSCCOG on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the
8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the WSCCOG may terminate this Agreement pursuant to Section 6.2 above.

9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the WSCCOG for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the WSCCOG. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the WSCCOG. If the WSCCOG consents to such subcontract, the CONTRACTOR shall be fully responsible to the WSCCOG for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the WSCCOG and subcontractor nor shall it create any obligation on the part of the WSCCOG to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the WSCCOG harmless from any and all taxes, assessments, penalties, and interest asserted against the WSCCOG by reason of the independent contractor relationship created by this Agreement. In the event that the WSCCOG is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the WSCCOG and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the WSCCOG for all costs, including accounting and attorneys’ fees, arising out of such audit and any appeals relating thereto.

10.2. **Workers’ Compensation Law.** The CONTRACTOR shall fully comply with the workers’ compensation law regarding the CONTRACTOR and the CONTRACTOR’s employees. The CONTRACTOR further agrees to indemnify and hold the WSCCOG harmless from any failure of the CONTRACTOR to comply with applicable workers’ compensation laws. The WSCCOG shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the WSCCOG from the CONTRACTOR as a result of the CONTRACTOR’s failure to promptly pay to the WSCCOG any reimbursement or indemnification arising under this Section.

10.3. **Licenses.** The CONTRACTOR represents and warrants to the WSCCOG that it has all licenses, permits, qualifications, insurance, and approvals of
whatever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the WSCCOG that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession.

11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

14. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the WSCCOG or any authorized representative. All records shall be made available at the request of the WSCCOG, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

15. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the WSCCOG shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR’s notes and workpapers, which pertain to the work performed under this Agreement. The WSCCOG shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the WSCCOG on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the WSCCOG. The CONTRACTOR shall at its sole expense provide all such documents to the WSCCOG upon request.
16. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the WSCCOG a wholly independent CONTRACTOR. Neither the WSCCOG nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR’s employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the WSCCOG. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the WSCCOG or otherwise act on behalf of the WSCCOG as an agent.

17. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party’s representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

Westside Cities Council of Governments  
448 S. Hill St. Suite 1105  
Los Angeles, CA 90013  

Attention: Winnie Fong, Project Director

CONTRACTOR:  
Crowe Horwath LLP  
650 Town Center Drive, Suite 740  
Costa Mesa, CA 92626-7192  

Attention: Katherine V. Lai, Partner

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.

19. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

20. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the WSCCOG shall not constitute a waiver of the WSCCOG’s right to obtain correction or replacement of any defective or noncompliant work product.
21. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

22. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of July, 2018.

CONTRACTOR:

____________________________________
Katherine V. Lai, Partner

WESTSIDE CITIES COUNCIL OF GOVERNMENTS (WSCCOG)

____________________________________
Honorable John Mirisch, WSCCOG Chair

____________________________________
Honorable Kevin McKeown, WSCCOG Secretary

ATTEST:

____________________________________
Lauren Langer, WSCCOG Legal Counsel
Scope of Services:

Crowe Horwath LLP (Contractor) will provide the Westside Cities Council of Government (WSCCOG) will audit and report on the financial statements of the WSCCOG governmental activities, and each major fund, which collectively comprise the basic financial statements for the year ending June 30, 2018.

In addition to the report, the Contractor will perform specified procedures in order to describe in the report whether the following required supplementary information is presented in accordance with applicable guidelines: Management’s Discussion and Analysis and Budgetary Comparison Schedules.

In addition to the report on the financial statements and supplemental information, the Contractor will issue an Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.

For additional information on the Contractor’s responsibilities and audit services, refer to the Contractor’s Engagement Letter in “Exhibit C”.

Fees

The fee, including out-of-pocket expenses, and certain internal technology charges, are outlined below:

Audit of WSCCOG financial statements for the year ending June 30, 2018: $5,100

For additional information on the Contractor’s fees and circumstances that may require additional billings for services, refer to the Contractor’s Engagement Letter in “Exhibit C”.
TO: Westside Cities Council of Governments

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the Westside Cities Council of Governments that I am a

☐ sole proprietor
☐ partnership
☐ nonprofit organization
☐ closely held corporation

and do not have any employees whose employment requires me to carry workers’ compensation insurance. Therefore, I do not carry worker’s compensation insurance coverage.

Contractor Signature ____________________________

Printed Name of Contractor ____________________________

Date ____________________________
June 5, 2018

Management and the Board of Directors of
Westside Cities Council of Governments
455 North Rexford Drive
Beverly Hills, California 90210

This letter confirms the arrangements for Crowe Horwath LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Westside Cities Council of Governments and its members (collectively "Authority" or "you", "your" or "Client") for the year ending June 30, 2018. The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the governmental activities, and each major fund, which collectively comprise the basic financial statements of the Authority for the period indicated.

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management’s Discussion and Analysis
- Budgetary Comparison Schedules

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount we believe would influence the financial statement users. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.
To the Board of Directors  
Westside Cities Council of Governments  
June 5, 2018  
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In making our risk assessments, we consider internal control relevant to the preparation and fair  
presentation of the financial statements in order to design audit procedures that are appropriate in the  
circumstances but not for the purpose of expressing an opinion on the effectiveness of the Authority's  
internal control. However, we will communicate in writing to those charged with governance and  
management concerning any significant deficiencies or material weaknesses in internal control relevant to  
the audit of the financial statements that we have identified during the audit. We will communicate to  
management other deficiencies in internal control identified during the audit that have not been  
communicated to management by other parties and that, in our professional judgment, are of sufficient  
importance to merit management's attention. We will also communicate certain matters related to the  
conduct of the audit to those charged with governance, including (1) fraud involving senior management,  
and fraud (whether caused by senior management or other employees) that causes a material  
misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly  
inconsequential) (3) disagreements with management and other significant difficulties encountered in  
performing the audit and (4) various matters related to the Authority's accounting policies and financial  
statements. Our engagement is not designed to address legal or regulatory matters, which matters should  
be discussed by you with your legal counsel.

We expect to issue a written report upon completion of our audit of the financial statements. Our report  
will be addressed to the Board of Directors of the Authority. Circumstances may arise in which it is  
necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw  
from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the  
following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and  
Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government  
Auditing Standards — The purpose of this report is solely to describe the scope of our testing of  
internal control over financial reporting and compliance and the results of that testing, and not to  
provide an opinion on internal control over financial reporting or on compliance. This report is an  
integral part of an audit performed in accordance with Government Auditing Standards in considering  
the Authority's internal control and compliance. Accordingly, this communication is not suitable for  
any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material  
misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts  
and grants. However, because of the concept of reasonable assurance and because we will not perform  
a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts,  
including fraud or defalcations, may exist and not be detected by us. The objective of our audit of  
compliance relative to the financial statements will not be to provide an opinion on overall compliance with  
such provisions, and we will not express such an opinion. We will advise you, however, of any matters of  
that nature that come to our attention, unless they are clearly inconsequential.

Our audit and work product are intended for the benefit and use of the Authority only. The audit will not be  
planned or conducted in contemplation of reliance by any other party or with respect to any specific  
transaction and is not intended to benefit or influence any other party. Therefore, items of possible  
interest to a third party may not be specifically addressed or matters may exist that could be assessed  
differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential  
information. However, we may be requested to make certain working papers available to your oversight  
agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested,  
access to such working papers will be provided under the supervision of our personnel. Furthermore,  
upon request, we may provide photocopies of selected working papers to your oversight agency or
To the Board of Directors  
Westside Cities Council of Governments  
June 5, 2018  
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grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through Authority. If we are aware that a federal awarding agency, pass-through Authority, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter along with the related letter of comment and response thereto.

The Authority’s Responsibilities

The Authority’s management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. The Authority’s management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, safeguard assets, and design and implement programs and controls to prevent and detect fraud. Management’s judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management’s responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Authority from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Authority, and their knowledge of any fraud or suspected fraud affecting the Authority.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements and to compliance with the requirements of its Federal programs. Management acknowledges the importance of management’s representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of management’s representations to an effective audit, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management’s responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.
FEES

Our fees, including out-of-pocket expenses and certain internal technology charges, are outlined below. Certain internal technology charges will be billed per hour of professional time or at a flat fee. Internal technology charges reflect our estimate of the costs for technology and related support on this engagement. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys’ fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Audit of Westside Cities Council of Governments financial statements for the year ending June 30, 2018 $5,100

(Out-of-pocket expenses will be invoiced as incurred)

Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing audit requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management’s correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- New or unusual transactions
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- Agreed-upon level of preparation and assistance from your personnel not provided
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to your information
- Lack of availability of appropriate Authority personnel during audit fieldwork.

Additionally, to accommodate requests to reschedule audit fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed-upon deadlines could be impacted.
To the Board of Directors  
Westside Cities Council of Governments  
June 5, 2018  
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Our fee assumes that we will be provided with auditable trial balances for all funds at year end, that all bank accounts and investment accounts will be reconciled through the end of the year being audited to the trial balances, that interfund and transfer accounts will balance, that subsidiary ledgers will reconcile to the general ledger and that beginning fund equity amounts will be reconcilable to prior year audited ending fund equity. We assume that the Authority will cooperate with our requests for information such as explanations of account activity.

We assume that requested records such as invoices, contracts, grant agreements and supporting documentation will be located and provided to us. We also assume the Authority will prepare confirmation letters, and the MD&A section of the report.

Our fee does not include implementation of any other future accounting or auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the Authority or required by State or Federal regulations.

When we become aware of circumstances which impact the amount or scheduling of our work, we will issue, for your approval, a formal change order detailing the reason and the anticipated impact of the change.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe’s income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

To facilitate Crowe’s presence at Client’s premises, Client will provide Crowe with internet access while on Client’s premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client’s premises.

**MISCELLANEOUS**

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, “Client” will mean the Authority defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Report.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client’s partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the “Agreement”) reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. The agreements of the parties
To the Board of Directors  
Westside Cities Council of Governments  
June 5, 2018  
Page 6

contained in this Agreement will survive the completion or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page follows)
To the Board of Directors  
Westside Cities Council of Governments  
June 5, 2018  
Page 7

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Westside Cities Council of Governments and Crowe have duly executed this engagement letter effective the date first written above.

Crowe Horwath LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

WESTSIDE CITIES COUNCIL OF GOVERNMENTS  

CROWE HORWATH LLP  

Signature

Signature

Cecilia V. Estolano  

Katherine V. Lai  

Printed Name

Printed Name

Executive Director

Title

Title

7/2/18  

June 5, 2018  

Date

Date

GOVERNING BODY APPROVAL:

The Governing Body has reviewed the services and Crowe Engagement Terms described in this letter and evaluated the services pursuant to the Authority’s policies. After considering all relevant factors, the Governing Body hereby approves hiring Crowe to provide the services described above.

Authorized Representative of the Governing Body:

Signature

Printed Name

Title

Date
Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the “Services”), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT’S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe’s successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants (“AICPA”). Thus, if circumstances arise that, in Crowe’s professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement (“Reports”), other than Client’s original information, are for Client’s internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient’s rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

THIRD PARTY PROVIDER – Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client’s confidential information, and Crowe will be responsible to Client for maintaining its confidentiality.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, “Cloud Storage”), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage.
Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including for financial institution clients the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has Authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR. Crowe will reasonably cooperate with Client in responding to or addressing any request from a data subject, a supervisory authority with jurisdiction, or the Client, to the extent necessary to enable Client to comply with its obligations under GDPR as the Data Controller. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time at Crowe's then-current hourly rates. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any data subject request or other
act that is required to be performed by Crowe as the Data Processor on behalf of Client as the Data Controller. Crowe shall promptly delete or procure the deletion of any EU Personal Data after the cessation of any Services involving the processing of Client's EU Personal Data. Notwithstanding the foregoing, Crowe may retain a copy of the EU Personal Data as permitted by applicable law or professional standards, provided that such EU Personal Data remain subject to the terms of this Agreement.

INTELLECTUAL PROPERTY – Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses ("Materials") in performing the Services. Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in providing the Services, but not in the Client information reflected in them. Upon payment for Services and subject to the other terms of this Agreement, Client will use Reports, as well as any Materials therein, only to the extent necessary and permitted under this Agreement.

AGGREGATED DATA – Client hereby acknowledges and agrees that Crowe may aggregate Client content and data with content and data from other clients ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Crowe will scrub the content and data so that Client sensitive information is not disclosed and so that all data is anonymized. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with gross negligence or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with gross negligence or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law.
regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe’s Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client’s affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES’ RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING “ARBITRATION.”

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties’ relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the “CPR Institute”) Global Rules for Accelerated Commercial Arbitration (the “Accelerated Rules”) then in effect, or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. Discovery will be permitted only

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as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Client and Crowe acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement, and for one (1) year after its expiration or termination, neither party will solicit any personnel or subcontractors (if any) of the other party for employment without the written consent of the other party. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual’s compensation for the prior full twelve-month period to the original employer.

AFFILIATES – Crowe Horwath LLP is an independent member of Crowe Horwath International, a Swiss verein. Each member firm of Crowe Horwath International is a separate and independent legal authority. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.
System Review Report

To the Partners of Crowe Horwath LLP
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe Horwath LLP (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 and SOC 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Crowe Horwath LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Crowe Horwath LLP has received a peer review rating of pass.

Cherry Bekaert LLP
August 23, 2016
October 31, 2016

James L Powers
Crowe Horwath LLP
225 W Wacker Dr Ste 2600
Chicago, IL 60606

Dear Mr. Powers:

It is my pleasure to notify you that on October 27, 2016 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is September 30, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Michael Fawley
Chair—National PRC
npirc@aicpa.org 919 4024502

cc: Samuel Edward Johnson; Scot D Ivey

Firm Number: 10014904 Review Number 446067

Letter ID: 1122915A
DATE: June 19, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: Executive Director’s Report

WSCCOG Board Roster Update
The following WSCCOG member cities have appointed new members to the WSCCOG Board, effective July 1, 2018. The newly appointed members to the WSCCOG Board shall complete and submit the Form 700 - Assuming Office Statement to the WSCCOG Executive Director. The members leaving the WSCCOG Board shall complete and submit the Form 700 – Leaving Office Statement to the WSCCOG Executive Director.

- **City of Culver City**
  On May 29, 2018, the City Council of Culver City appointed Councilmember Alex Fisch to serve as the City’s alternate board member. Councilmember Fisch replaces Mayor Thomas Small as the alternate board member.

- **City of West Hollywood**
  On June 18, 2018, the City Council of West Hollywood appointed Councilmember John Heilman to serve as the City’s delegate board member and appointed Councilmember Lauren Meister as the City’s alternate board member.

Transportation Update

**Dockless Electric Scooters**
Dockless electric scooter sharing systems from companies such as Bird, Lime, and Spin are rapidly deploying in cities across the nation, particularly in California. Bird first introduced the electric scooter sharing service in Santa Monica and eventually expanded the service to other areas within the City of Los Angeles.

Due to local concerns (e.g., safety, parking, public right of way, and enforcement), many local jurisdictions are exploring regulating dockless electric scooters. Some cities are also approaching regulations as a pilot program. According to the City of Santa Monica, a pilot program would allow the cities to:

- Develop a new area of policy, regulation, and enforcement through firsthand experience
- Move quickly to adapt to a rapidly changing industry, but leave room to learn and adjust as appropriate
- Test new device and service providers in a growing industry
- Explore partnership models with private companies
- Explore possibilities for data capture, structures, and utilization for the purpose of advancing the new model of mobility.
- Allow the City time to experiment with different management tools (e.g. “Geofencing” and creation of shared mobility device drop zones)
Here is a brief summary of the latest news and updates on dockless electric scooters in the Westside subregion:

- **City of Beverly Hills**
The Beverly Hills Traffic & Parking Commission (TPC) scheduled a meeting on July 12, 2018 to discuss potential options to regulate shared mobility systems and devices, such as dockless electric scooter sharing systems. Following TPC review, Transportation Planning, in collaboration with the Police Department and Public Works, will forward proposals and recommendations for City Council consideration at the July 24th study session. For more details, refer to the City staff report here: http://beverlyhills.granicus.com/MetaViewer.php?view_id=&event_id=3835&meta_id=369068

- **City of Culver City**
On May 29, 2018, the City Council directed staff to develop a draft Interim Operating Agreement (IOA) and to negotiate with Bird to allow for deployment of a six-month pilot program while permit regulations are developed and put in place. On July 9th, the City Council approved a 6-month IOA with Bird and one other operator, which will be determined at a later date. According to the agreement, the City will initially deploy up to 200 vehicles per operator. There is currently no maximum cap on the total number of vehicles per operator, and there is no aggregate cap on the number of vehicles allowed to be deployed within the City. The City staff will work with the operators to look into and create sidewalk markings for scooter parking. For more details, refer to the City staff report here: https://culver-city.legistar.com/ViewReport.ashx?M=R&N=Text&GID=535&ID=3137316&GUID=C48CBF6E-36A2-4FD4-BD12-51D95A056873&Title=Staff+Report

- **City of Los Angeles**
On May 23, 2018, LADOT presented the Draft Dockless On-demand Personal Mobility Rules & Regulations to the City’s Transportation Committee. The City passed the draft regulations on June 27, 2018. The draft regulations would still need to be considered by the City’s Public Works Committee before it is considered by the City Council. For more details on the draft regulations, click here: http://clkrep.lacity.org/onlinedocs/2017/17-1125_rpt_DOT_06-22-2018.pdf

- **City of Santa Monica**
On June 12, 2018, the Santa Monica City Council approved a 16-month Shared Mobility Pilot Program that allow electric scooter and electric bike rental companies to continue to operate within the City. The City recently released the Request for Application for selected operators. The pilot program, which will begin September 17th, would: 1) allow a limited number of devices run by up to three service providers; 2) establish minimum operating requirements in the categories of maintenance, education, safety, customer service, data sharing, and insurance/indemnification; and 3) identify a broader list of recommended program components through which partners could be evaluated during the pilot term. For more details, refer to the City staff report here: http://santamonicacityca.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1142&MediaPosition=&ID=3006&CssClass

- **City of West Hollywood**
On June 18, 2018, the West Hollywood City Council voted to ban electric shared scooters and bicycles in the City of West Hollywood. The City also rejected a proposal by city staff to launch a 6-month pilot program to test ways to regulate electric scooters. The City Council is seeking to gain more insight about how the City can best navigate this emerging mobility option. On July 9th, City staff returned to the Council with a revised
ordinance, with clarified language regarding the ban, and a violation fee structure. The Council approved the revised ordinance and provided further direction for the staff: 1) work with shared on-demand mobility companies to address public safety, explore partnerships with local business to act as caretakers for the devices, and establish an enforcement mechanism; 2) develop a user education video with information about the band and tips on user safety; and 3) identify the infrastructure needed to safely ride the devices. For more details, refer to the City staff report here: http://weho.granicus.com/MetaViewer.php?view_id=22&clip_id=3251&meta_id=151181

State legislators are also considering regulating electric scooters. Assemblymember Heath Flora introduced AB 2989, which would amend existing law that requires riders of motorized scooters under the age of 18 to wear a helmet. WSCCOG staff will continue to monitor the bill. For more details on the bill, click here: https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180AB2989

Homelessness Update

City Homeless Plans
In 2017, the County Homeless Initiative and the United Way of Greater Los Angeles’ Home for Good Funders Collaborative granted Phase 1 funding to cities to develop a Homelessness Plan that will serve as a road map for the City’s participation in preventing and combatting homelessness. The deadline for all City Homelessness Plans funded by the County was June 30, 2018. Below is a status update on the cities that applied for Phase 1 funding:

- City of Culver City
  The City Council of Culver City approved its City’s Homeless Plan on July 9, 2018. The plan includes the following goals (for detailed action steps for each goal, refer to the staff report here: https://culver-city.legistar.com/View.ashx?M=F&ID=6341319&GUID=42297063-8FE8-47C5-A8D9-687819D1518D

  1. Increase bridge housing options and the number of people served.
  2. Expand homelessness prevention programming.
  3. Increase access to affordable and supportive housing across the city.
  4. Enhance data tracking and homeless outreach activities among city staff and service providers.
  5. Expand community education efforts around homelessness and raise awareness about available resources and best practices.
  6. Create local pogroms to increase workforce training and job opportunities.
  7. Enhance local and regional coordination.

- City of Santa Monica
  The City is currently working on its Homeless Plan and have requested an extension for the final submission, which is anticipated for July 2018.

- City of West Hollywood
  The City Council of West Hollywood approved its City’s Homeless Plan on June 4, 2018. City staff submitted the final plan to the County by the June 30th deadline. The plan includes the following goals (for detailed action steps for each goal, refer to the staff report here: http://weho.granicus.com/MetaViewer.php?view_id=22&clip_id=3242&meta_id=150332

  1. To ensure public safety by providing support and resources to City staff and contractors in responding appropriately, safely, and effectively to persons who are experiencing homelessness in West Hollywood.
2. Support businesses and residents in responding appropriately, safely, and effectively to persons who are experiencing homelessness in West Hollywood.

3. Establish bridge housing and support services facilities in West Hollywood to serve people who are homeless in the City.

4. Continue the City’s support for the Rapid Re-Housing program, to reverse or prevent homelessness among West Hollywood Residents.

5. Increase the number of supportive housing, special needs housing, and other permanent housing options in West Hollywood for people who have experienced or are at risk of homelessness.

6. Strengthen partnerships with other cities and with nonprofits to support regional and individualized solutions to homelessness.

7. Prevent homelessness among West Hollywood residents, especially senior individuals living with disabilities, and vulnerable families.

**City Homeless Plans – Implementation Grant Funding**

Los Angeles County Homeless Initiative is currently working on a draft funding strategy to support cities implementation efforts to combat and prevent homelessness. The County Homeless Initiative team is still in the process of reviewing the cities’ plans that were submitted to the County on June 30. Upon review of these plans, the County Homeless Initiative team will identify eligible activities and programs, as well as the funding amount to support the implementation of the cities’ homelessness plans. The County Homeless Initiative team plans to report to the County Board of Supervisors in August with a funding recommendation and associated plan to support the implementation of the cities’ homelessness plans beginning January 2019 through June 2020. Below is a tentative timeline of the proposed funding process for Phase 2 implementation funding:

- **August 2018**: County plans to release of the Request for Proposal (RFP) for cities to apply for the implementation funding grant

- **October 2018**: Deadline for the RFPs

- **October/November 2018**: County to announce and award funding to cities

**WSCCOG Homeless Working Group**

The WSCCOG continues to host monthly conference calls with the WSCCOG Homeless Working Group to share information and provide updates. The WSCCOG will work with the member cities to leverage Santa Monica’s work on a homelessness training curriculum, which will include a strategy in rolling out the curriculum throughout the subregion, as well as the production of materials and video messages that are customized to each member city. The WSCCOG is also working closely with the cities to develop an asset map of homeless-related services and facilities for internal purposes to identify gaps and opportunities for subregional collaboration.
I. Housing Legislation: Last month, the League sent an action alert on three housing bills that were up for consideration in Assembly Local Government at the end of June. The bills were SB 765 (Wiener) which would grant a streamlined approval process for housing, SB 828 (Wiener) which would have made significant changes to the RHNA process, and SB 831 (Wieckowski) which would have made significant changes to Accessory Dwelling Units or ADUs. I am happy to report that our efforts paid off, SB 828 and SB 765 were significantly amended to remove nearly all the offensive sections and that SB 831 died in the committee.

II. November Ballot Set by the Secretary of State, the League Will Focus on 4 Ballot Measures: Myself and other League Regional Managers are available for Council presentation on the following ballot measures that the League’s Board has acted on. Additional information about each of these ballot measures will be added to the League’s ballot measure page as it becomes available at www.cacities.org/2018BallotMeasures:

a. Prop 1 - Affordable Housing Now: A $4 billion general obligation bond to fund affordable housing programs and the veterans homeownership program (CalVet).

b. Prop 2 – No Place Like Home Act: This measure would enact the No Place Like Home Act of 2018 and provide for submission of that act to the voters at the Nov. 6, 2018, statewide general election. It would specify that the service contracts between the authority and the department may be single-year or multiyear contracts and provide for payments to the department from amounts on deposit in the Supportive Housing Program Subaccount. In addition, it would include any appropriation or transfer to the No Place Like Home Fund from the General Fund or other funds as moneys required to be paid into the No Place Like Home Fund. The bill would authorize the Legislature to amend the No Place Like Home Act of 2018 by a two-thirds vote, so long as the amendment is consistent with and furthers the intent of the act.

c. Prop 3 – Supply and Water Quality Bond Act of 2018: This measure would authorize $8.877 billion in state general obligation bonds for various infrastructure projects: $3.03 billion for safe drinking water and water quality, $2.895 billion for watershed and fisheries improvements, $940 million for habitat protection, $855 million for improved water conveyance, $685 million for groundwater sustainability/storage, and $472 million for surface water storage/dam repairs. It appropriates money from General Fund to pay off bonds and requires certain projects to provide matching funds from non-state sources; gives priority to disadvantaged communities.

d. Prop 6 – Repeal of SB 1 & 2/3rds Vote for All Future Charges to Use California’s Roads: Prop 6 eliminates more than $5 billion annually in existing transportation funds and stops funding for more than 6,500 bridge and road safety, transportation and public transit improvement projects currently underway throughout California.
DATE: June 19, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: Senate Bill 944 (Hertzberg) - Community Paramedicine Act of 2018

Background
As part of the WSCCOG Legislative and Policy Platform, the WSCCOG staff monitors legislation related to homelessness. First responders are at the forefront of addressing the homeless activities, including providing immediate medical attention to individuals experiencing homelessness, as well as transportation to the emergency room, sobering clinics, and mental health care centers.

Earlier this year, Senator Hertzberg introduced SB 944 Community Paramedicine Act of 2018, which permits local emergency medical service agencies, with approval by the Emergency Medical Services Authority, to develop a program to provide community paramedic services in or more of the following five specialties:

1. Providing short-term post-discharge follow-up
2. Providing directly observed tuberculosis therapy
3. Providing case management services to frequent emergency medical services users
4. Providing hospice services to treat patients in their homes
5. Providing patients with transport to an alternate destination, which can either be an authorized mental health facility, or an authorized sobering center.

For more details on the bill, refer to the link here: https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180SB944

Bills Status
The bill passed in the Assembly’s Health Committee and is referred to the Appropriations Committee.

Discussion
The WSCCOG Executive Director presents this bill to the WSCCOG Board as an informational item. No action will be taken by the WSCCOG Board; however, the WSCCOG Executive Director encourages the Board to discuss this issue and direct the member cities to take this information back to their City Councils to take appropriate action, if necessary.