

ITEM 4
INCORRECT REDUCTION CLAIM
PROPOSED DECISION

Los Angeles Regional Quality Control Board Order No. 01-182 Permit CAS004001
Part 4F5c3

Municipal Storm Water and Urban Runoff Discharges

Fiscal Years 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009,
2009-2010, 2010-2011, 2011-2012, 2012-2013

19-0304-I-02

City of Norwalk, Claimant

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Exhibit A

1. INCORRECT REDUCTION CLAIM TITLE

City of Norwalk, Municipal Storm Water and Urban Runoff
Discharges Program

2. CLAIMANT INFORMATION

City of Norwalk
Name of Local Agency or School District
Jana Stuard
Claimant Contact
Finance Director
Title
12700 Norwalk Blvd.
Street Address
Norwalk, CA 60650
City, State, Zip
562-929-5748
Telephone Number
562-929-5056
Fax Number
jstuard@norwalkca.gov
E-Mail Address

3. CLAIMANT REPRESENTATIVE INFORMATION

Claimant designates the following person to act as its sole representative in this incorrect reduction claim. All correspondence and communications regarding this claim shall be forwarded to this representative. Any change in representation must be authorized by the claimant in writing, and sent to the Commission on State Mandates.

Annette S. Chinn
Claimant Representative Name
President
Cost Recovery Systems, Inc.
Organization
705-2 E. Bidwell Street #294
Street Address
Folsom, CA 95630
City, State, Zip
916-939-7901
Telephone Number
916-939-7801
Fax Number
achinners@aol.com
E-Mail Address

For CSM Use Only

Filing Date:

RECEIVED
 May 22, 2020
 Commission on
 State Mandates

IRC #: 19-0304-I-02

4. IDENTIFICATION OF STATUTES OR EXECUTIVE ORDERS

Please specify the subject statute or executive order that claimant alleges is not being fully reimbursed pursuant to the adopted parameters and guidelines.

Municipal Storm Water & Urban Runoff Discharges Prog.
(Los Angeles Regional Water Quality Control Board, Order No. 02-182, Permit CAS004001, Part 4F5c3)

5. AMOUNT OF INCORRECT REDUCTION

Fiscal Year	Amount of Reduction	Fiscal Year	Amount of Reduction
2002-03	\$ 71,832	2008-09	\$ 62,993
2003-04	\$ 22,409	2009-10	\$ 79,604
2004-05	\$ 17,174	2010-11	\$ 104,666
2005-06	\$ 46,614	2011-12	\$ 110,053
2006-07	\$ 163,087	2012-13	\$ 56,258
2007-08	\$ 30,920		
TOTAL:			\$ 765,610

6. NOTICE OF INTENT TO CONSOLIDATE

Please check the box below if there is intent to consolidate this claim.

Yes, this claim is being filed with the intent to consolidate on behalf of other claimants.

Sections 7 through 11 are attached as follows:

- 7. Written Detailed Narrative:** pages 1 to 8
- 8. Documentary Evidence and Declarations:** Exhibit A-C, pg 9
- 9. Claiming Instructions:** Exhibit D pg 159
- 10. Final State Audit Report or Other Written Notice of Adjustment:** Exhibit E pg 187
- 11. Reimbursement Claims:** Exhibit F pg 221


12. CLAIM CERTIFICATION

Read, sign, and date this section and insert at the end of the incorrect reduction claim submission.*

This claim alleges an incorrect reduction of a reimbursement claim filed with the State Controller's Office pursuant to Government Code section 17561. This incorrect reduction claim is filed pursuant to Government Code section 17551, subdivision (d). I hereby declare, under penalty of perjury under the laws of the State of California, that the information in this incorrect reduction claim submission is true and complete to the best of my own knowledge or information or belief.

Ms. Jana Stuard
Print or Type Name of Authorized Local Agency
or School District Official

Finance Director
Print or Type Title


Signature of Authorized Local Agency or
School District Official

5-21-2020
Date

* If the declarant for this Claim Certification is different from the Claimant contact identified in section 2 of the incorrect reduction claim form, please provide the declarant's address, telephone number, fax number, and e-mail address below.

Section 7: Written Detailed Narrative

The State issued first time claiming instructions for the newly approved Municipal Storm Water and Urban Runoff Discharges program (Los Angeles Regional Water Quality Control Board Order No. 01-182, Permit CAS004001, Part 4F5c3) in May, 2011. The mandated required jurisdictions to “Place trash receptacles at all transit stops within its jurisdiction that have shelters no later than August 1, 2002, and at all other transit stops within it’s jurisdiction no later than February 3, 2003. All trash receptacles shall be maintained as necessary.”

The City of Norwalk submitted timely claims for reimbursement for the eligible fiscal years of FY 2002-03 through FY 2010-11 in September, 2011.

Over the following two years, the City submitted its annual claim for this program for Fiscal 2011-12 and FY 2012-13 costs in accordance with the State Controller’s Office claiming instructions.

The State Controller’s Office (SCO) initiated an audit of this program in September, 2016 and issued its final report on May, 2017.

The City has several items of dispute regarding the Audit findings.

ISSUE 1: Cost of One-Time purchase and Installation of Receptacles - Number of Eligible Receptacles

The City of Norwalk claimed the installation of 359 trash receptacles, 165 in fiscal year 2002-03 and 194 trash receptacles in fiscal year 2006-07. SCO is allowing only the installation of 194 receptacles. State Controller notes that only one-time cost per transit stop is eligible.

The City agrees to this one-time purchase per transit stop limitation, however, the actual number of transit stops receptacles was 217, not 194. This 217 count is supported by the maintenance agreement, dated April 3, 2008, between Nationwide and the City of Norwalk (attached). This document was provided to the auditor and shows the City maintained 217 receptacles, 23 more receptacles than what was allowed by the SCO.

All the 217 receptacles are located in the Los Angeles River TMDL area. The City requests reimbursement for the purchase and installation cost of additional 23 trash receptacles denied by the SCO, or \$42,550 (cost of 2007 installation at \$1,850 x 23 receptacles) be reinstated.

ISSUE 2: Ongoing Maintenance Costs - Number of Eligible Receptacles

The City does not agree with the SCO's decision to disallow and reduce the number of bus stops the City claimed for reimbursement. The number of stops the City claimed was based on actual source documents: signed agreements with vendors and actual payments made.

From FY 2007-08 through FY 2011-12 the City contracted with Nationwide Environmental Services (Nationwide) for transit stop maintenance. The signed agreement with Nationwide is an actual, contemporaneous, source document which states that the company maintained and the City was billed for 217 trash receptacles at eligible bus stops during that time frame.

By its own admission, the State Controller notes on page 11 of its Audit Report that "We recognize that the City's maintenance agreement with Nationwide states that Nationwide maintains 217 bus stops..." They continue to explain that they reduced the number to 194 stops because the agreement didn't include a detailed transit stop listing and therefore felt that the statement (217 bus stops) was unsupported.

The SCO reduction from 217 to 194 receptacles is based the auditor's decision to try to verify the exact locations of those 217 receptacles. The SCO auditor obtained a 2016 GIS map to accomplish this task and was only able to locate 194 receptacles.

Norwalk staff explained that bus routes, and subsequently bus stop locations, often change over the years and trying to observe receptacle locations 5-10 years after the fact is not a reasonable method of determining actual receptacle locations that were in service in the past.

According to claiming instructions and State statute, the City is entitled to reimbursement of actual costs incurred, and City documentation supports the maintenance of 217 trash receptacles pursuant to written agreement (Contract with Nationwide). The number of eligible receptacles for this time period should reflect 217 as specified in the contract.

For fiscal years 2002-03 through 2006-07, during the service agreement with Conservation Corps, the SCO reduced the number of eligible bus stops on a similar basis as it had above. In, addition the SCO excluded a number of stops because they alleged, they were maintained by the Metropolitan Transportation Authority (MTA) (even though the contracts clearly show that the city was billed for and paid for all receptacles claimed).

The SCO states in their Audit Report that they determined which stops were maintained by MTA by viewing "historical photos back to the summer of 2007" and determining which were current MTA stops and by "corroborated the Google images with physical observations of a few sampled locations during audit fieldwork" (again – conducted decades later in 2016).

The City disagrees for the same reasons listed above. In this case, being even further in the past, looking for bus stop locations in 2016 or “historical photos from 2007” and assuming MTA stops in 2016 were the same as they were in the 2002-2007 timeframe is purely speculative.

SCO assumes that current (2016) stops maintained by MTA were also the same stops that they maintained historically between 2002 through 2007. It is unclear, if the SCO has any evidence to support their assumption or if they have any evidence to prove that MTA paid for maintenance of those stops as they allege. The City on the other hand has actual documents: contracts and invoices, that show that they were in fact the party that was charged for and that paid for maintenance of those receptacles.

State Mandate Claiming instructions under the section “Audit of Costs”, states, “All claims submitted to the SCO are subject to review to determine if costs are related to the mandate, are reasonable and not excessive, and if the claim was prepared in accordance with the SCO’s claiming instructions and the P’s & G’s adopted by the Commission.

For the reimbursable activity of “Maintenance Costs”, Claiming Instructions state:

VI. CLAIM PREPARATION AND SUBMISSION OF THE REASONABLE REIMBURSEMENT METHODOLOGY FOR THE REIMBURSABLE ACTIVITIES IDENTIFIED IN SECTION IV.B

Direct and Indirect Costs

The Commission is adopting a reasonable reimbursement methodology to reimburse eligible local agencies for all direct and indirect costs for the on-going activities identified in section IV.B of these parameters and guidelines to maintain trash receptacles. (Gov. Code, §§ 17557, subd. (b) & 17518.) The RRM is in lieu of filing detailed documentation of actual costs. Under the RRM, the unit cost of \$6.74, during the period of July 1, 2002 to June 30, 2009, for each trash collection or “pickup” is multiplied by the annual number of trash collections (number of receptacles times pickup events for each receptacle), subject to the limitation of no more than three pickups per week. Beginning in fiscal year 2009-2010, the RRM shall be adjusted annually by the implicit price deflator as forecast by the Department of Finance.

The audit found that all the 217 receptacles were located in the Los Angeles River TMDL area. The language of the contract is detailed enough to ascertain the total number of bus stop receptacles serviced and the frequency of pick-ups per receptacle type. It is the City’s belief that the contracts and payments, as a contemporaneous source documents, provided adequate detail to prove the “annual number of trash collections”, and that the costs paid for were “related to the mandate”, and therefore should be fully reimbursed.

The City requests reinstatement of costs for the maintenance of receptacles based on actual contracts and payments made to the vendors for these eligible activities.

ISSUE 3: Unreported Offsetting Revenues

The SCO concludes in its audit that the City should have deducted \$627, 412 from the claims as offsetting revenues.

Parameters and Guidelines, section VIII. Offsetting Revenues and Reimbursements, state:

Any offsetting **revenue the claimant experiences in the same program as a result of the same statute or executive orders found to contain the mandate** shall be deducted from the costs claimed. In addition, **reimbursement for this mandate** received from any federal, state or non-local source shall be identified and deducted from this claim.

Government Code sections 17556(e) and 17570 3.(d)(1)(D) define funding sources as those “additional revenues specifically intended to fund the costs of the state mandate” ... and those “dedicated...for the program”.

The City did not experience any revenue in the same program as a result of the same statutes of executive orders found to contain the mandate. Nor did it receive any reimbursement specifically intended for or dedicated **for this mandate**, therefore it was not required to offset costs with those funds. The funding sources cited by the SCO were general in nature and the City did not have to use them for this specific purpose.

Proposition A and Proposition C funds are not a federal, state, or non-local source within the meaning of the Parameters and Guidelines.

Both Proposition A and Proposition C programs are funded by a one-half cent sales tax approved by Los Angeles County voters. Prop C was approved by Los Angeles County voters in November 1990. The tax is imposed on the sale of tangible personal property at every retailer in the County and upon the storage, use or other consumption in the County of tangible personal property purchased from any retailer for storage, use or other consumption in the County. See Los Angeles County Metropolitan Transportation Authority Administrative Code, sections 3-05-020 and 3-05-030.

Proposition A provides that twenty-five percent and Proposition C provides that twenty percent of the sales tax revenue will be returned to local jurisdictions for local transit purposes. These funds are generally referred to as “Local Return funds.” (LR). Transit purposes are broadly defined and include a long list of different types of eligible projects and services.

Proposition A and C are a local tax, generated from sales tax imposed on local citizens; therefore, not a “federal, state or non-local” source that required to be deducted from the City’s claims.

Proposition C provides funding to critical transportation projects and programs, including services to help stranded motorists on freeways, bus and rail improvements and carpool lanes. Proposition C funds are allocated to a variety of capital and operating projects and programs that improve transit service and operations, reduce traffic congestion, improve air quality, and efficiently operate and improve the condition of streets and freeways utilized by transit.

By ordinance, revenues from Proposition C are allocated into categories including Rail & Bus Security; Commuter Rail, Transit Centers, and Park and Ride Lots; Local Return; and, Transit Related Improvements to Streets and Highways.

Proposition C was intended to support projects and programs developed with Proposition A funds and, in particular, was to provide funding to help improve and expand the rail system started with Proposition A funds.

The City did not receive any reimbursement specifically intended for or dedicated for this mandate: Proposition A and C funds did not have to be expended for the Mandate Program.

Under guidelines adopted by the Metropolitan Transportation Authority the, funds could have been used for various transportation related City priorities such as street improvements, congestion management programs and supplementing local transit programs. Proposition C funds can be used to benefit public transit, as described above, but provides an expanded list of eligible project expenditures including, Congestion Management Programs, bikeways and bike lanes, street improvements supporting public transit service, and Pavement Management System projects.

Purchasing and maintaining additional trash receptacles at transit locations was not a City priority and would not have been required had it not been mandated by the state.

The City has the ability to pay back Proposition A and C funds if State Mandate reimbursement payments are received and then to use those funds for true city priorities, and not those mandated by the state.

It was entirely proper for the City to use Proposition A and C funds as an advance, with the expectation that the funds would be paid back to the Proposition A and C funds.

*The guidelines specifically provide the Proposition A and C Local Return funds may be used as an advance with respect to a project, with the funds subsequently being returned to the Proposition A and C account when the advance is reimbursed from another source. The guidelines specifically provide, “Local Return funds may be used to advance a project which will subsequently be reimbursed by federal, state or local grant funding, or private funds, if the project itself is eligible under the Local Return Guidelines. **The reimbursement must be returned to the appropriate Proposition A or Proposition C Local Return fund.**” (Guidelines, Section IV.C.10)*

Thus, it cannot be said that the City’s lawful use of Proposition A and C funds to advance the installation and maintenance of the trash receptacles, with the understanding that, upon reimbursement through the State Mandate Claims, those funds would be returned to the appropriate Proposition A and C fund for use on other transit projects, was reimbursement from a non-local source. Because the Proposition A and C funds will be returned to the Proposition A and C fund to be used for other purposes (City priorities), the advance (not payment) of those funds was not a reimbursement.

To find differently would be contrary to article XIII, section 6, of the California Constitution. That section was adopted to protect local government’s tax revenues. There would be no reduction of the City’s claim if the City had used other sales tax revenue to pay for the installation and maintenance of the trash receptacles. Proposition A funds are no different. They are also derived from a one-half cent sales tax, no different from any other sales tax.

County of Fresno v. State of California held that Article XIII, section 6 was designed to protect the tax revenues of local governments from state mandates that would require expenditures of such revenues.” *County of Fresno v. State of California (1991)* 53 Cal.3d 482, 487. Based on this holding, the Controller’s office noted that “costs” within the mean of Article XIII, section 6, excludes expenses recoverable from sources other than taxes. Here, however, Proposition A is a local sales tax, one which falls directly within the protection of Article XIII B, section 6. Reimbursement of these tax revenues is therefore not inconsistent with the *County of Fresno*.

The Commission’s decision in *Animal Adoption*, Commission on State Mandates Case No. 13-9811-I-02, is also inapplicable. This Improper Reduction Claim addressed the use of Proposition F funds, which were funds obtained through bonds issued pursuant to a ballot measure. Again, that is not the case here. Proposition A is a local sales tax.

The Commission’s decisions in the *Two-Way Traffic Signal Program* and that *Behavioral Intervention Plans* claims are likewise inapplicable. In *Two-Way Signal* the funds were derived from a *state* gas tax, not a local sales tax which Article XIII B, section 6 is meant to protect. Similarly, in *Behavioral Intervention Plans*, the funds were also state funds, not sales taxes. As the Commission said in *Behavioral Intervention Plans* “when funds other than the local

proceeds of taxes are thus applied, the Controller may reduce reimbursement accordingly. Commission on State Mandates Case No. CSM4464, State of Decision at 54 (2013) (emphasis added).

It would be arbitrary and capricious to find that the Parameters and Guidelines retroactively prohibited an advancement of Proposition A or Proposition C funds in a way that was lawful when those funds were advanced.

There is another reason why the SCO's reduction is erroneous. The City commenced the advancement of Proposition C funds on or around FY 2002-03, the commencement of the first audit period, or shortly thereafter. As discussed above, at the time the City advanced the Proposition C funds for the maintenance of the trash receptacles, the Proposition guidelines specifically provided that the City could advance these funds and then return them to this Proposition C account when the expenditures were reimbursed. The Parameters and Guidelines, on the other hand, were not adopted until March 24, 2011. It would be arbitrary and capricious to find that the Parameters and Guidelines retroactively prohibited an advancement of Proposition A and C funds in a way that was lawful when those funds were advanced.

In this regard, as a general rule a regulation will not be given a retroactive effect unless it merely clarifies existing law. *People ex rel. Deukmejian v. CHE, Inc.* (1983) 150 Cal.App.3d 123, 135. Retroactivity is not favored in the law. *Aktar v. Anderson* (1957) 58 Cal.App.4th 1166, 1179. Regulations that "substantially change the legal effect of past events" cannot be applied retroactively. *Santa Clarita Organization for Planning and the Environment v. Abercrombie* (2015) 240 Cal.App.4th 300, 315.

That rule applies here. At the time the City advanced its Proposition A and C funds to use for the maintenance of the trash receptacles, it was operating under the understanding, consistent with Proposition A and C Guidelines, that the City could advance those funds and then return them to the Proposition A and C account for other use once the City obtained a subvention of funds from the state. To retroactively apply the Parameters and Guidelines, adopted in 2011, to preclude a subvention, i.e., to now find that the City did not use its Proposition A fund as an advance only, substantially changes the legal effect of these past events. Such an application is unlawful.

In conclusion, the SCO stated that the City had discretion in using other funding sources including Proposition A and Proposition C to pay for the mandated costs. However, when an agency exhausts scarce General Funds and is forced to seek other funding sources to pay for costs mandated by the state, this is not discretionary.

The City has the legal authority to repay and transfer monies received from the State Mandate payments back to those original funding sources and to use those funds for true City priorities such as such as signal synchronization, traffic management projects, and street improvements such as repairing curbs and filling pot holes.

Denying reimbursement to the most vulnerable cities who had scarce General Funds to pay for costly State Mandated programs violates the intent the law and the obligations required by the California Constitution.

The City requests restoration of reductions made by the SCO relating to all "Offsetting Revenues and Reimbursements".

EXHIBIT A


DECLARATIONS

DECLARATION OF JANA STUARD

I, Jana Stuard, do hereby declare as follows:

1. I am the Chief Financial Officer the City of Norwalk and have serviced in this capacity since April 1, 2011. I have personal knowledge of the facts stated in this Declaration, unless stated on information and belief, in which case, I believe the facts to be true. If so required, if called as a witness, I could and would testify to the statements made herein.
2. As part of my duties, I am responsible for the complete and timely recovery of costs mandated by the State. The City of Norwalk complied with the State Mandate requirements established by the California Regional Water Quality Board for the Los Angeles Region issued Order Number 01-182 in connection with the National Pollution Discharge Elimination System (NPDES) Permit CAS004001 and used a combination of funding sources to pay for the costs and activities mandated by this State Mandated program.
3. The City had very limited General Revenue Funds and payment of the Mandated Storm Water Program from General Funds was not a fiscally viable option for the City.
4. The City did not receive any payments, grant funds, or fees to offset any of the specific costs mandated and incurred by the City of Norwalk.
5. Proposition C and Proposition A funds could have been used by the City for other allowable purposes that reflected City rather than State priorities had it not been required to expend funds for the requirements of State Mandated Municipal Storm Water program.
6. If funds are received by the City for these Municipal Storm Water claims, the City would be able to repay the Proposition C and Proposition A funds and use that revenue for true City priorities and projects.
7. I have examined the information and costs presented State Mandate Claims filed for this program as well as in this Incorrect Reduction Claim narrative and attachments and believe them to be true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and that this declaration was executed on May 20, 2020 in Norwalk, California.



Jana Stuard
City of Norwalk, Finance Director

DECLARATION OF CHRISTINE ROBERTO

I, Christine Roberto, do hereby declare as follows:

I am the Public Services Manager for the City of Norwalk. I have been employed by the City in this capacity since 2013. I have personal knowledge of the facts stated in this Declaration, unless stated on information and belief, in which case, I believe the facts to be true. If so required, if called as a witness, I could and would testify to the statements made herein.

- 1) As part of my duties, I am, and have been directly involved and have personal knowledge of the City's Storm Water and Transit Trash receptacle program mandated by California Regional Water Quality Board for the Los Angeles Region issued Order Number 01-182 in connection with the National Pollution Discharge Elimination System (NPDES) Permit CAS004001, process, and activities which were required by (referred to as the Municipal Storm Water program).
- 2) The cost submitted complied with the State Mandate requirements established by the California Regional Water Quality Board for the Los Angeles Region issued order number 01-182 in connection with Municipal Storm Water Program
- 3) The City had to forego other City projects and priorities because Proposition C and Proposition A funds were required to purchase, install, and maintain transit trash receptacles as mandated by the State's Municipal Storm Water program.
- 4) I have examined this Incorrect Reduction Claim and Supplemental Appendix attached and believe them to be true and correct.

I am personally conversant with the foregoing facts and information presented in declaration and in this Incorrect Reduction Claim and if so required, I could and would testify to the statements made herein.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and that this declaration was executed on May 19, 2020 in Norwalk, California.



Christine Roberto
City of Norwalk, Public Services Manager

EXHIBIT B

2002, Conservation Corp Contract
and
2008, Nationwide Maintenance Agreement

**AGREEMENT WITH
THE CONSERVATION CORPS OF LONG BEACH
TO CARRY OUT COMMUNITY IMPROVEMENT ACTIVITIES**
(City of Norwalk)

THIS AGREEMENT is made and entered into this 15th day of October, 2002, by and between the City of Norwalk, a municipal corporation ("City"), and the CONSERVATION CORPS OF LONG BEACH, a California nonprofit corporation ("Corps").

WHEREAS, the Corps wishes to provide training in job skills and environmental education to young men and women of the Norwalk area through a program which includes projects in public service conservation work; and

WHEREAS, the City can provide opportunities for public service through meaningful and productive work projects; and

WHEREAS, the Corps shall generally be engaged in projects which preserve, maintain and enhance environmentally important lands and waters; and

WHEREAS, the Corps shall accomplish useful and needed projects throughout the City; and

WHEREAS, the Corps may execute contracts for furnishing the services of the Corps to federal, state, or local agencies and any local or statewide private organization concerned with the objectives of the Corps; and

WHEREAS, the Corps may be reimbursed by the federal government, state or local public agency, or private organization or actual expenses incurred by the Corps for any project;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. Project Scope. In accordance with Section 14304 of the California Public Resource Code, both parties acknowledge that projects of the Corps shall be directed toward providing opportunities to the public for their education or the use of natural resources and environmentally important public lands and waters, while at the same time providing young men and women with an opportunity for personal development in a variety of basic skills. The Corps shall provide regular maintenance services at 152 bus stops in the City of Norwalk (the "Project") and shall perform the specific services more particularly described in the Project Proposal Form attached hereto as Exhibit A and incorporated herein by this reference as though set forth in full.

2. Term. The term of this Agreement shall commence at 12:01 a.m. on October 16, 2002, and shall terminate at midnight on October 15, 2003, unless sooner terminated as provided in Section 24 herein. The City Manager or his designee may extend this Agreement

for two additional one-year terms upon the terms set forth herein. City shall provide the Corps written notice of any such extension and shall deliver said notice to the Corps at the address set forth in Section 36 herein.

3. Personnel. The Corps 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 Corps or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

4. Project Sites. The location of each of the 152 bus stops to be maintained under this Agreement is denoted on the map attached hereto as Exhibit B-1. The Parties expressly acknowledge that prior to February 2003, the Corps will be responsible for maintaining only the 80 bus stops denoted on the map attached hereto as Exhibit B-2.

5. Time for Performance. At the 80 bus stops denoted in the map attached hereto as Exhibit B-2, the Corps shall commence the services contemplated under this Agreement immediately upon receipt of a request for such services from the City Representative and shall perform and complete the services contemplated hereunder in a diligent and professional manner. At the remaining 72 bus stops denoted in the map attached hereto as Exhibit B-1, the Corps shall commence the services contemplated under this Agreement effective February 1, 2003, and shall perform and complete the services contemplated hereunder in a diligent and professional manner.

6. Program Coordination.

a. City. The Director of Public Services or designee (the "City Representative") shall administer this Agreement on behalf of the City and shall render overall supervision of the progress and performance of this Agreement by City.

b. Corps. The Corps Executive Director (the "Corps Representative") shall have overall responsibility for performance of this Agreement and for coordinating with City. If the Executive Director is replaced during the term of this Agreement, the Corps shall notify the City immediately of such occurrence. The Executive Director and the Corps staff will fully cooperate with City relating to the Project, areas of concern, and the impact of the Project on residents of City.

7. Permission Granted. Upon execution of this Agreement, the Corps, its contractors, officers, agents, and subcontractors shall have permission to enter upon that certain City-owned real property specified in Exhibits B-1 and B-2 for the purpose set forth herein. The permission granted by this Section is limited to a reasonable area around the Project sites and ingress and egress thereto, and is limited to the term of this Agreement or any extension thereof.

8. Compensation. Prior to February 2003 and subject to the maximum sums hereafter provided, City shall pay the Corps a flat fee of \$936.00 per month for weekly clean up and maintenance services and \$468.00 per month for bi-monthly steam cleaning services at the 80 bus stops denoted in the map attached hereto as Exhibit B-2, as more particularly described in the Project Approval Form attached hereto as Exhibit C. Effective February 1, 2003, and subject

to the maximum sums hereafter provided, City shall pay the Corps a flat fee of \$1,248.00 per month for weekly clean up and maintenance services and \$936.00 per month for bi-monthly steam cleaning services at the 152 bus stops denoted in the map attached hereto as Exhibit B-1, as more particularly described in the Project Approval Form attached hereto as Exhibit C. In addition, the City pay the Corps \$1,374.15 per year for materials and equipment. The maximum amount of compensation which the Corps shall be entitled to receive pursuant to this Agreement, inclusive of all expenses, is \$21,966.15 for the term set forth in Section 2. City shall not withhold applicable federal or state payroll and other required taxes, or other authorized deductions from each payment made to the Corps. No claims for additional services performed or costs incurred by the Corps will be allowed unless such additional work is authorized by the City Council in writing prior to the performance of such services or the incurrence of such expenses. Any additional services authorized by the City Council shall be compensated at such rates mutually agreed to by the Parties.

9. Method of Payment. Not later than the fifteenth (15th) day of each month, Consultant shall submit to City invoices for all services performed and the expenses incurred pursuant to this Agreement during the preceding month. The invoices shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked, expenses incurred, and the services performed for each day in the period. City shall review such invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 8.

10. Emergencies. Temporary suspension or permanent cessation of a Project may be required due to emergency conditions. Under such circumstances, City and the Corps shall mutually agree on the postponement of a Project and who should bear the burden of costs incurred due to said postponement.

11. Use of Premises. The Corps shall confine all equipment, cleaning materials, and the operations of workers to the Project sites and areas identified in Exhibits B-1 and B-2 and shall not unreasonably encumber same with equipment or other materials. The Corps shall assume full responsibility for any damage to the Project site and said areas, or to any land or areas contiguous thereto, resulting from work on the Project, and shall defend, indemnify, and hold City, its officials, agents and employees harmless from and against any and all claims, losses, damages, causes of action, demands, liabilities, costs and expenses, including attorney's fees, whether or not reduced to judgment or paid through settlement, which may be asserted against City arising from or attributable to or caused directly or indirectly by the Corps' performance hereunder.

12. Progress Reports. The Corps shall keep the City Representative informed on the status of work under this Agreement. During the term set forth in Section 2, the Corps shall make periodic progress reports upon request by the City Representative in such detail and at such times as may be reasonably requested.

13. Inspection of Work. City reserves the right to inspect and test materials throughout the term of this Agreement, and to reject, in its sole discretion, any work performed

under this Agreement or materials used in the performance of such work which are found to be unsatisfactory.

14. Project Supervision. Work performed under this Agreement on a Project shall be under the immediate supervision of the Corps officials. City may provide such operation supervision, technical assistance, guidance and inspection as it considers necessary to properly complete the Project.

15. Signs. The Corps shall not construct, maintain, place or allow any signs, exhibits, displays, emblems, or logos on the Project site without the prior approval of the City Planning Commission and the City Manager or designee.

16. Compliance With Laws. The Corps agrees to comply with all applicable municipal, state and federal laws, codes, and regulations pertaining to the Project, including but not limited to any environmental specifications on the Special Project Approval Form.

17. Bids Not Required. Because the Projects will be donated to City for the benefit of the citizens of City, and because the Projects are being coordinated and managed by the Corps, and because the Corps is providing a valuable public service to the citizens of the City, and because the services of the Corps provide a valid public purpose, and because this Agreement would significantly further the purposes of Public Resources Code, Section 14507.5 establishing community conservations corps, and because this Agreement and the services of the Corps provide the dual benefit of work experience and education training to corpsmembers, placing the Projects contemplated by this Agreement out to competitive bid would be an idle act.

18. Performance and Payment Bonds. On or before the date of commencement of a Project, City may require that the Corps obtain a performance bond in the amount of One Hundred Percent (100%) of the estimated cost of the Project, and a payment bond (labor and material bond) in the amount of Fifty Percent (50%) of the estimated cost of the Project. Said bonds shall name City as joint obligee with the Corps. Nothing contained in this Section shall be deemed to release the Corps from the responsibility to keep the Project site free and clear of labor material liens and claims. The performance bond shall remain in effect during the term set forth in Section 2 or any extension thereof. The payment bond shall remain in effect until the expiration of the time for filing liens or stop notices or until the Project site is free from the effect of such liens. If City required that the Corps obtain a performance bond or a payment bond (labor or material) or both, the Corps reserves the right to withdraw the Project upon notice to the City. If the Corps exercises said right, neither City nor the Corps shall have any further responsibility with respect to that Project under the terms of this Agreement.

19. Insurance.

19.1 The Corps shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Insurance Rating Guide, and approved by City, (1) a policy or policies of broad-form commercial general liability insurance with minimum limits of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees,

agents, and independent contractors in performance of services under this Agreement; (2) automobile liability insurance, with minimum combined single limits coverage of \$1,000,000; and (3) workers' compensation insurance with a minimum limit of \$1,000,000 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of the Corps' work under this Agreement.

19.2 Each insurance policy required by this Section 19 shall be endorsed as follows: (1) the insurer waives the right of subrogation against City and its officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by City; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice by insurer to City. The endorsement requirements set forth in this subsection shall not apply to the professional liability policy required by this Section 19.

19.3 All insurance coverages shall be confirmed by execution of endorsements on the forms attached hereto and incorporated herein as Exhibits D, E and F or on such other forms as approved by the City Manager in writing. The Corps is required to file the completed policy endorsements with City on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with City. The completed endorsements are subject to the approval of City. If for any reason it shall not be possible to obtain endorsements on City's forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth on City's forms unless otherwise agreed by the City Manager.

20. Indemnification. The Corps shall defend, protect, indemnify and hold harmless the City, its officials, agents, and employees from and against any and all liability, claims, causes of action, demands, loss, damages, costs and expenses including attorney's fees arising out of or resulting from any alleged negligent or willful acts or omissions of the Corps, its contractors, officers, agents, corpsmembers, employees, or subcontractors in its performance pursuant to this Agreement. The Corps agrees that its covenant under this Section 20 shall survive the termination of this Agreement.

21. Nondiscrimination. In the performance of this Agreement, the Corps, its officers, employees and agents shall not refuse or fail to hire any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to compensation, terms, conditions or privileges of employment because of race, religion, sex, sexual orientation, color, age, national origin, disability or handicap, disabled or Vietnam Era veteran status. The Corps shall include in all contracts relating to the Project a clause prohibiting discrimination against any employee or applicant engaged in Project work on the aforesaid bases. Subject to applicable laws and regulations, the Corps shall not discriminate in the performance of this Agreement on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, AIDS related condition, age, disability, handicap, or Vietnam Era veteran status.

22. Books and Records.

a. The Corps shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements for a minimum period of three (3) years, or for any longer period required by law, from the date of any final payment to the Corps pursuant to this Agreement.

b. The Corps shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or expiration of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at the Corps' address shown in Section 37.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of the Corps, City may, by written request by any of the officers names in Section 25(c), require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by the Corps, its representatives, or successors-in-interest.

23. Independent Status. The Corps is, and shall at all times remain as to City, a wholly independent contractor. The Corps shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of the Corps or any of the Corps' employees, except as set forth in this Agreement. The Corps shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive the Corps of any and all defenses or immunities available to public officials acting in their official capacities. The Corps agrees to pay all required taxes on amounts paid to the Corps under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. The Corps shall fully comply with the workers' compensation law regarding the Corps and the Corps' employees. The Corps further agrees to indemnify and hold City harmless from any failure of the Corps to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to the Corps under this Agreement any amount due to City from the Corps as a result of the Corps' failure to promptly pay to City any reimbursement or indemnification arising under this Section 23.

24. Suspension and Termination.

a. City reserves the right to suspend or terminate this Agreement and payment of costs in whole or in part for cause. Cause shall include but not be limited to:

- (1) Ineffective or improper use of funds;
- (2) Failure to comply with any material provision of this Agreement, including exhibits.

Should the City elect to exercise its right under this Subsection (a), City shall notify the Corps of City's intent to suspend or terminate the Agreement, specify the reason(s), and furnish a description of corrective action to be taken by the Corps if relying on Subsection (a)(2). The Corps shall have ten (10) calendar days in which to respond. If the Corps does not respond to the satisfaction of City, City may, in its sole discretion, continue, suspend, or terminate the Agreement. Notwithstanding the above, any suspension or termination of this Agreement shall not relieve City of its obligation to defray appropriate costs incurred by the Corps prior to said suspension or termination.

b. In addition to the termination remedies described above, either party may terminate the Agreement by giving thirty (30) days' notice to the other party, specifying the date upon which such termination shall take effect. The Corps shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

25. Amendments. This Agreement, including all exhibits, shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement.

26. Cooperation. In the event any claim or action is brought against City relating to the Corps' performance or services rendered under this Agreement, the Corps shall render any reasonable assistance and cooperation which City might require.

27. Assignment/Subcontracting Prohibited. The Corps shall not assign or subcontract all or any portion of this Agreement. Any attempted or purported assignment or subcontracting by the Corps shall be null, void and of no effect.

28. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

29. Severability of Provisions. If any term or condition of this Agreement is found to be invalid, ineffective, void, or unenforceable for any reason whatsoever, all other terms and conditions shall remain in full force and effect.

30. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to the Corps constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of the Corps, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

31. Unforeseen Delays. Neither City nor the Corps shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, Acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstance which is not within its control.

32. Approval. Whenever the approval of either party is required by this Agreement, that party shall not unreasonably withhold or delay such consent. Whenever in this Agreement the approval of a party is required, such approval shall be in writing and shall be executed by a person having the express authority to grant such approval.

33. Mechanic's Lien. The Corps shall keep the Project sites free of any mechanic's or materialman's lien. If a mechanic's or materialman's lien is imposed on the Project site, the Corps shall:

a. Record a valid release of lien; or

b. Procure and record a lien release bond in accordance with Section 3143 of the California Civil Code issued by a surety authorized to do business in California and providing for payment of any sum recovered by claimant. Any costs in obtaining relief under this Section shall be the sole responsibility of the Corps and shall not be reimbursed by City.

34. Controlling Law. Except where federal law preempts, this Agreement shall be governed by and construed pursuant to the laws of the State of California.

35. Attorneys' Fees. In the event that there is any legal proceeding between the parties to enforce or interpret this Agreement or 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.

36. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties at the following addresses:

City: City Clerk
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650

With a copy to:

Director of Public Services
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650

Corps: Conservations Corps of Long Beach
 340 Nieto Avenue
 Long Beach, CA 90814

Attention: Exccutive Director

Notice of change of address shall be given in the same manner as stated herein for other notices. Any notice shall be deemed given on the date deposited in the mail or on the date personal service is obtained, whichever first occurs.

37. Headings. The various headings and numbers herein and the sequence of provisions hereof are for convenience only, shall not be considered a part hereof, and shall have no bearing on the construction or interpretation hereof.

38. Ambiguity. In the event of any conflict or ambiguity between this Agreement and any exhibit, the provisions of this Agreement shall govern.

39. Resolutions. The Corps shall submit a copy of any corporate resolution, where required, which authorizes any director or officer to act on behalf of the Corps or which authorizes the Corps to enter into this Agreement.

40. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

41. Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be had in a state court in the City of Long Beach or in a United States District Court for the Southern District of California.

42. Interpretation. Should any questions arise as to the proper interpretation of the terms and specifications or any Project undertaken pursuant to this Agreement, the decision of the City Manager or designee shall be final.

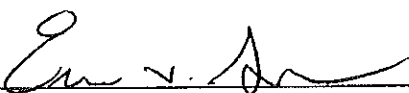
43. Integrated Document. This Agreement, including all exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, whether oral or written, with respect to the subject matter herein.

44. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

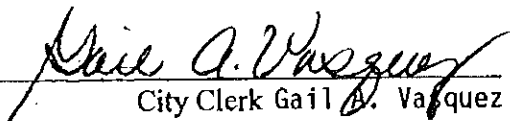
IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF NORWALK

By: 
Ernie V. Garcia, City Manager


ATTEST:

By: 
City Clerk Gail A. Vasquez

APPROVED AS TO FORM:

By: 
City Attorney

CONSERVATION CORPS
OF LONG BEACH

By: 
Name: Mike Bassett
Title: Executive Director / CEO

By: _____
Name:
Title:

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

EXHIBIT A
PROJECT PROPOSAL FORM

Conservation Corps of Long Beach

PROJECT PROPOSAL

SPONSORING AGENCY: City of Norwalk

ADDRESS: 12700 Norwalk Boulevard
Norwalk, CA 90651

PHONE: (562) 929-5700
FAX: (562) 929-5773

SPONSOR REPRESENTATIVE: Gary DiCorpo – Director of Public Services

PROJECT TITLE: City of Norwalk – 152 Bus Stops Maintenance
(Litter removal once a week and steam cleaning once every two months)
Currently 80 locations (see attached). Contract price will change once the remaining 72 bus stops are added in February 2003.

I. STEPS TO INITIATE CCLB PROJECT PROPOSAL:

1. Complete Project Proposal.
2. Mail or deliver to Deputy Director.
3. Proposal is received by Deputy Director, and arrangements are made to inspect project site.
4. Sponsor and Deputy Director organize logistics and details of project.
5. Project starting date is scheduled according to needs of Sponsor and availability of CCLB crews.

II. PROJECT DETAILS AND DESCRIPTION OF SCOPE AND PURPOSE:

The Conservation Corps of Long Beach (CCLB) will perform clean up and maintenance of 152 identified City of Norwalk bus stops, once a week. This will consist of emptying trash containers, removing debris, cobwebs and dirt in the general area of the bus stops. CCLB will steam clean the bus stops once every two (2) months / six (6) times a year.

III. WHAT IS THE PUBLIC BENEFIT OF THE PROJECT?

Maintenance and steam cleaning of the bus stops will promote a cleaner, more user-friendly environment for the surrounding community, and especially for those who use public transportation.

IV. WHAT SKILLS OR TRAINING WILL CORPSMEMBERS RECEIVE?

Corpsmembers will learn teamwork, how to follow directions, the proper usage of tools, how to operate a steam cleaner, maintenance skills and community/conservation awareness.

EXHIBIT B-1
BUS STOP LOCATIONS
(FULL PROJECT – 152 BUS STOPS)

IMPERIAL HWY & AREA STOPS		
STOP #	LOCATION	LANDMARKS
1	METROLINK STATION	BUS SHELTER
2	W/B IMPERIAL HWY @ BLOOMFIELD AVE - N/E CORNER	OPPOSITE MOBIL STATION
3	E/B IMPERIAL HWY @ BLOOMFIELD AVE - S/E CORNER	MOBILE STATION
4	W/B IMPERIAL HWY @ VERIZON BLDG	12501 IMPERIAL HWY
6	W/B IMPERIAL HWY @ VOLUNTEER AVE - NW CORNER	OPP. REGISTRAR'S OFFICE
6	E/B IMPERIAL HWY @ VOLUNTEER AVE - SW CORNER	LIBRARY
7	W/B IMPERIAL HWY @ OF NORWALK BLVD - N/E CORNER	FIRESTONE TIRES
8	W/B IMPERIAL HWY @ NORWALK BLVD - NW CORNER	TARGET STORE
9	E/B IMPERIAL HWY @ NORWALK BLVD - S/E CORNER	CITY HALL MARQUEE
10	E/B IMPERIAL HWY @ KALNOR - S/E CORNER	12100 IMPERIAL
11	W/B IMPERIAL HWY @ PADDISON AVE - N/E CORNER	PADDISON FARM
12	E/B IMPERIAL HWY @ PADDISON AVE - S/E CORNER	OPPOSITE FARM
13	W/B IMPERIAL HWY @ PIONEER BLVD - NW CORNER	SHELL STATION
14	E/B IMPERIAL HWY @ PIONEER BLVD - SW CORNER	RALLY BURGER
15	W/B IMPERIAL HWY @ JERSEY AVE - N/E CORNER	OPPOSITE PANDA KING RESTAURANT
16	E/B IMPERIAL HWY OPPOSITE JERSEY AVE	PANDA KING RESTAURANT
17	W/B IMPERIAL HWY @ FIRESTONE BLVD - NW CORNER	MOBILE STATION
18	W/B IMPERIAL HWY @ FAIRFORD AVE - N/E CORNER	MTA STOP ONLY
19	E/B IMPERIAL HWY @ FAIRFORD AVE - S/E CORNER	
20	E/B IMPERIAL HWY @ ORR & DAY RD - SW CORNER	CHURCH
21	W/B IMPERIAL HWY @ STUDEBAKER RD - NW CORNER	76 STATION
22	E/B IMPERIAL HWY @ STUDEBAKER RD - S/E CORNER	SAVONS
23	E/B IMPERIAL HWY @ LEIBACHER S/E CORNER	MTA STOP ONLY
24	W/B IMPERIAL HWY @ HOXIE RD - N/E CORNER	MTA STOP ONLY
25	E/B IMPERIAL HWY @ HOXIE RD - S/E CORNER (NOT AN NTS STOP)	EAST OF GREENLINE STA. ENTRANCE
26	W/B IMPERIAL HWY @ CURTIS & KING RD - N/E CORNER	NEAR SELF SERVICE CAR WASH
27	E/B IMPERIAL HWY @ CURTIS & KING RD - S/E CORNER	ARCO STATION
28	N/B CURTIS & KING RD @ MEADOW RD - S/E CORNER	
29	S/B CURTIS & KING RD @ MEADOW RD - SW CORNER	
30	N/B CURTIS & KING RD @ SPRY ST - S/E CORNER	
31	S/B CURTIS & KING RD @ SPRY - SW CORNER	
32	N/B CURTIS & KING RD @ DOWNEY - NORWALK RD - S/E CORNER	
33	S/B CURTIS & KING RD @ DOWNEY - NORWALK RD - SW CORNER	
34	E/B DOWNEY - NORWALK RD @ PIUMA AVE - SW CORNER	
35	W/B DOWNEY - NORWALK RD @ PIUMA AVE - NW CORNER	
36	W/B DOWNEY - NORWALK RD @ HOXIE RD	FREEWAY OVERPASS
STUDEBAKER RD STOPS		
STOP #	LOCATION	LANDMARKS
37	N/B STUDEBAKER RD @ CECILIA - S/E CORNER (IN NORWALK?)	MTA STOP ONLY
38	N/B STUDEBAKER RD @ KENNEY ST - S/E CORNER	LAKESIDE PARK
39	S/B STUDEBAKER RD @ KENNEY ST - SW CORNER	CHURCH - MTA STOP ONLY
40	S/B STUDEBAKER RD @ DUNE ST - SW CORNER	MTA STOP ONLY
41	N/B STUDEBAKER RD @ FIRESTONE BLVD - N/E CORNER (NOT AN NTS STOP)	OPPOSITE HOLLYWOOD VIDEOS
42	S/B STUDEBAKER RD @ FIRESTONE BLVD - SW CORNER	MTA STOP ONLY
42	N/B STUDEBAKER RD @ IMPERIAL HWY - N/E CORNER (NOT AN NTS STOP)	TACO BELL
44	S/B STUDEBAKER RD @ IMPERIAL HWY - SW CORNER (NOT AN NTS STOP)	GRANNY'S DOUGHNUTS
45	N/B STUDEBAKER RD @ I5/605 ON/OFF RAMP - NW CORNER	MTA STOP ONLY
46	N/B STUDEBAKER RD @ BORSON ST. (STILL IN USE?)	MTA STOP ONLY
47	S/B STUDEBAKER RD @ ANGELL ST	OPPOSITE COAST PLAZA

IMPERIAL HWY & AREA STOPS		
48	N/B STUDEBAKER RD OPP. ANGELL ST	COAST PLAZA
49	GREENLINE	BUS SHELTERS
50	N/B STUDEBAKER RD @ FOSTER RD - S/E CORNER	OPPOSITE CHURCH SCHOOL
STUDEBAKER RD STOPS CONTINUED		
STOP #	LOCATION	LANDMARKS
51	S/B STUDEBAKER RD @ FOSTER RD - NW CORNER	OPPOSITE CHURCH SCHOOL
52	N/B STUDEBAKER RD @ LEFFINGWELL RD - N/E CORNER	REAL ESTATE OFFICE
53	S/B STUDEBAKER RD @ LEFFINGWELL RD - NW CORNER	OPPOSITE REAL ESTATE OFFICE
54	N/B STUDEBAKER RD @ ROSECRANS AVE - N/E CORNER	MOBIL STATION
55	S/B STUDEBAKER RD @ ROSECRANS AVE - SW CORNER	WALGREENS
56	N/B STUDEBAKER RD @ MAPLEDALE AVE - N/E CORNER	
57	S/B STUDEBAKER RD @ MAPLEDALE ST - SW CORNER	ADJACENT TO 10970 MAPLEDALE
58	S/B STUDEBAKER RD @ EXCELSIOR DR - NW CORNER	14839 STUDEBAKER
59	N/B STUDEBAKER RD @ EXCELSIOR DR - N/E CORNER	14838 STUDEBAKER
60	N/B STUDEBAKER RD @ BARNWALL ST - N/E CORNER	
61	S/B STUDEBAKER RD @ BARNWALL ST - NW CORNER	
62	N/B STUDEBAKER RD @ ALONDRA BLVD - N/E CORNER	CHINESE OELI
63	S/B STUDEBAKER RD @ ALONDRA BLVD - SW CORNER	KFC
ALONDRA BLVD STOPS		
STOP #	LOCATION	LANDMARKS
64	W/B ALONDRA BLVD @ PIUMA AVE - NW CORNER	WEST OF # 605 FWY
65	E/B ALONDRA BLVD OPPOSITE LEIBACHER AVE	EAST OF # 605 FWY
66	W/B ALONDRA BLVD @ STUDEBAKER RD - N/E CORNER	OPPOSITE CERRITOS COLLEGE
67	E/B ALONDRA BLVD @ STUDEBAKER RD - S/E CORNER	CERRITOS COLLEGE
68	W/B ALONDRA BLVD @ ELMCROFT AVE - NW CORNER	
69	E/B ALONDRA BLVD @ ELMCROFT AVE - S/E CORNER	CERRITOS COLLEGE
70	W/B ALONDRA BLVD @ GRAYSTONE AVE	
71	W/B ALONDRA BLVD @ GRIDLEY RD - NW CORNER	OPPOSITE CERRITOS COLLEGE
72	E/B ALONDRA BLVD OPPOSITE GRIDLEY RD	CERRITOS COLLEGE
73	W/B ALONDRA BLVD @ MAIDSTONE AVE - N/E CORNER	EXCELSIOR STADIUM
74	E/B ALONDRA BLVD @ MAIDSTONE - S/E CORNER	WIENERSNITZEL
75	E/B ALONDRA BLVD @ PIONEER BLVD - SW CORNER (NOT AN NTS STOP)	PANCHO'S TACOS
76	W/B ALONDRA BLVD @ PIONEER BLVD - NW CORNER (NOT AN NTS STOP)	EXCELSIOR HIGH SCHOOL
77	E/B ALONDRA @ PIONEER BLVD - S/E CORNER (NOT AN NTS STOP)	WINCHELL'S DOUGHNUTS
78	W/B ALONDRA BLVD @ NORWALK BLVD - NW CORNER	MTA STOP ONLY
79	E/B ALONDRA BLVD @ NORWALK BLVD - S/E CORNER	MTA STOP ONLY
80	W/B ALONDRA BLVD @ MADRIS AVE - N/E CORNER	MTA STOP ONLY
81	E/B ALONDRA BLVD @ MADRIS AVE - SW CORNER	MTA STOP ONLY
82	W/B ALONDRA BLVD @ SOCIAL SERVICE CENTER	11929 ALONDRA
83	W/B ALONDRA BLVD @ BLOOMFIELD AVE - N/E CORNER	MTA STOP ONLY
84	E/B ALONDRA @ BLOOMFIELD AVE - S/E CORNER	MTA STOP ONLY
85	W/B ALONDR BLVD @ WILDER AVE - N/E CORNER	
86	E/B ALONDRA BLVD OPPOSITE WILDER AVE	
87	W/B ALONDRA BLVD @ BLACKBURN AVE NW CORNER	
88	W/B ALONDRA BLVD @ SHOEMAKER AVE - NW CORNER	

IMPERIAL HWY & AREA STOPS		
CARMENITA RD / SHOEMAKER AVE & FOSTER RD AREA STOPS		
STOP #	LOCATION	LANDMARKS
89	N/B SHOEMAKER AVE @ ALONDRA BLVD - N/E CORNER	
90	S/B SHOEMAKER AVE @ LEYVA ST - SW CORNER	
91	N/B SHOEMAKER AVE @ ARCTIC CIRCLE - S.E CORNER	
92	N/B SHOEMAKER AVE OPPOSITE EXCELSIOR DR	
93	S/B SHOEMAKER AVE @ EXCELSIOR DR - SW CORNER	
94	N/B SHOEMAKER AVE @ LIGGETT ST -N/E CORNER	NORTH OF # 5 FWY
96	S/B CARMENITA RD @ ROSECRANS AVE - SW CORNER (NOT AN NTS STOP)	AM/PM
96	N/B CARMENITA RD @ MAPLEDALE AVE - S/E CORNER	MTA STOP ONLY
97	S/B CARMENITA RD @ MAPLEDALE AVE - SW CORNER	MTA STOP ONLY
98	N/B CARMENITA RD @ EXCELSIOR DR - N/E CORNER	MTA STOP ONLY
99	S/B CARMENITA RD @ EXCELSIOR DR - NW CORNER	MTA STOP ONLY
100	N/B SHOEMAKER AVE @ ROSECRANS AVE - N/E CORNER	ABANDONED GAS STATION
101	S/B SHOEMAKER RD @ SHOEMAKER COURT APARTMENTS	NORTH OF ROSECRANS AVE
102	N/B SHOEMAKER AVE @ TOM WHITE WAY - S/E CORNER	OPPOSITE ST LINUS CHURCH
103	S/B SHOEMAKER AVE @ TOM WHITE WAY - SW CORNER	ST. LINUS CHURCH
104	S/B SHOEMAKER AVE @ SOUTH OF FOSTER RD	GOLF COURSE
105	N/B SHOEMAKER AVE @ FOSTER RD -S/E CORNER	JOHN GLENN HIGH SCHOOL
108	E/B FOSTER RD @ SHOEMAKER AVE - SW CORNER	HARGITT SCHOOL
107	W/B FOSTER RD @ GREENSTONE AVE - N/E CORNER	
108	E/ B FOSTER RD @ GREENSTONE AVE - S/E CORNER	
109	W/B FOSTER RD OPPOSITE BECHARD AVE	12657 FOSTER RD
110	W/B FOSTER RD @ BECHARD AVE	OPPOSITE SOROPTOMIST VILLAGE
111	E/B FOSTER RD @ STANSTEAD AVE	EAST OF BLOOMFIELD AVE
ROSECRANS AVE & AREA STOPS		
STOP #	LOCATION	LANDMARKS
112	E/B ROSECRANS AVE @ CARMENITA RD - S/E CORNER	
113	E/B ROSECRANS AVE @ DINARD AVE - SW CORNER	CARMELLAS
114	S/B CLARESSA AVE @ ROSECRANS AVE - SW CORNER	CARMELLAS
115	S/B CLARESSA AVE @ VIEUDELOU AVE - NW CORNER	CARMELLAS
116	S/B CLARESSA AVE @ MAPLEDALE AVE- NW CORNER	CARMELLAS
117	W/B MAPLEDALE AVE @ DINARD - N/E CORNER	OPPOSITE RAMONA SCHOOL
118	S/B DINARD AVE @ FIRESTONE BLVD - NW CORNER	NORTH OF # 45 FWY
119	W/B FIRESTONE BLVD @ SHOEMAKER AVE - N/E CORNER	NORTH OF # 5 FWY
120	E/B ROSECRANS AVE @ FIRESTONE BLVD - SW CORNER	MOBIL STATION
121	W/B ROSECRANS AVE @ SHOEMAKER AVE - N/E CORNER	SHELL STATION
122	E/B ROSECRANS AVE @ SHOEMAKER AVE -SW CORNER	
123	W/B ROSECRANS AVE @ GREENSTONE AVE - N/E CORNER	
124	E/B ROSECRANS AVE @ GREENSTONE AVE - SW CORNER	
126	W/B ROSECRANS AVE @ BLOOMFIELD AVE - N/E CORNER	12801 ROSECRANS AVE
126	E/B ROSECRANS AVE @ BLOOMFIELD AVE - SW CORNER	
127	W/B ROSECRANS AVE @ HELWIG AVE - N/E CORNER	MASONIC LODGE

IMPERIAL HWY & AREA STOPS		
128	E/B ROSECRANS AVE @ HELWIG AVE - SW CORNER	NORTHWALK VILLA
129	W/B ROSECRANS AVE @ NORWALK BLVD N/E CORNER	OPPOSITE WAITE SCHOOL
130	E/B ROSECRANS AVE @ NORWALK BLVD - S/E CORNER	WAITE SCHOOL
131	W/B ROSECRANS AVE @ FIRESTONE BLVD - NW CORNER	EL POLLO LOCO
132	W/B ROSECRANS AVE @ GRAYLAND AVE - N/E CORNER	CAESAR CHAVEZ SCHOOL
133	E/B ROSECRANS AVE @ GRAYLAND AVE - S/E CORNER	JACK IN THE BOX
134	W/N ROSECRANS AVE @ CLARKDALE AVE - NW CORNER	
135	E/B ROSECRANS AVE @ CLARKDALE AVE - S/E CORNER	ACUPUNTURE CENTER
136	W/B ROSECRANS AVE @ PIONEER BLVD - NW CORNER	MAY FLOWERS (FLORIST)
ROSECRANS AVE & AREA STOPS CONTINUED		
137	E/B ROSECRANS AVE @ PIONEER BLVD - S/E CORNER	MIDAS MUFFLER
138	E/B ROSECRANS AVE @ ELMCROFT - S/E CORNER	11202 ROSECRANS AVE
139	W/B ROSECRANS AVE @ STUDEBAKER RD - N/E CORNER	MOBIL STATION
BLOOMFIELD AVE & AREA STOPS		
STOP #	LOCATION	LANDMARKS
140	N/B BLOOMFIELD AVE @ ALONDRA - N/E CORNER	OPPOSITE SHOPPING CENTER
141	S/B BLOOMFIELD AVE @ HAYFORD ST	NORTH OF SHOPPING CENTER
142	N/B BLOOMFIELD AVE @ MOLETTE ST - N/E CORNER	OPPOSITE DOLLAND SCHOOL
143	S/B BLOOMFIELD AVE OPPOSITE MOLETTE ST	DOLLAND SCHOOL
144	W/B EXCELSIOR DR @ DARTMOOR AVE - NW CORNER	OPPOSITE DOLLAND SCHOOL
145	E/B EXCELSIOR DR OPPOSITE DARTMOOR AVE	DOLLAND SCHOOL
146	W/B EXCELSIOR DR @ HELWIG AVE	OPPOSITE TANK FARM
147	E/B EXCELSIOR DR OPPOSITE HELWIG AVE	TANK FARM
148	W/B EXCELSIOR DR @ THORNLAKE AVE - N/E CORNER	OPPOSITE TANK FARM
149	N/B BLOOMFIELD AVE @ NORWALK COMMUNITY HOSPITAL	
150	S/B BLOOMFIELD AVE @ DARE ST	OPPOSITE NORWALK COMMUNITY HOSP.
151	S/B BLOOMFIELD AVE @ ANNABELLA ST	OPPOSITE NORWALK MANOR
152	N/B BLOOMFIELD AVE @ HACIENDA DR - S/E CORNER	NORWALK MANOR

EXHIBIT B-2
BUS STOP LOCATIONS
(PRE-FEBURARY 2003 PROJECT – 80 BUS STOPS)

IMPERIAL HWY STOPS		
STOP #	LOCATION	LANDMARKS
1	E/B IMPERIAL HWY @ BLOOMFIELD AVE - S/E CORNER	MOBILE STATION
2	W/B IMPERIAL HWY @ VOLUNTEER AVE - NW CORNER	OPP. REGISTRAR'S OFFICE
3	W/B IMPERIAL HWY @ OF NORWALK BLVD - N/E CORNER	FIRESTONE TIRES
4	E/B IMPERIAL HWY @ NORWALK BLVD - S/E CORNER	CITY HALL MARQUEE
5	W/B IMPERIAL HWY WEST OF NORWALK BLVD - NW CORNER	TARGET STORE
6	E/B IMPERIAL HWY @ KALNOR - S/E CORNER	12100 IMPERIAL
7	W/B IMPERIAL HWY @ FIRESTONE BLVD - NW CORNER	MOBILE STATION
8	W/B IMPERIAL HWY @ STUDEBAKER RD - NW CORNER	76 STATION
9	E/B IMPERIAL HWY @ STUDEBAKER RD - S/E CORNER	SAVONS
10	E/B IMPERIAL HWY @ HOXIE RD - S/E CORNER (NOT AN NTS STOP)	EAST OF GREENLINE STA. ENTRANCE
11	W/B IMPERIAL HWY @ CURTIS & KING RD - N/E CORNER	NEAR SELF SERVICE CAR WASH
STUDEBAKER RD STOPS		
STOP #	LOCATION	LANDMARKS
12	N/B STUDEBAKER RD @ FIRESTONE BLVD - N/E CORNER (NOT AN NTS STOP)	OPPOSITE HOLLYWOOD VIDEOS
13	N/B STUDEBAKER RD @ IMPERIAL HWY - N/E CORNER (NOT AN NTS STOP)	TACO BELL
14	S/B STUDEBAKER RD @ IMPERIAL HWY - S/W CORNER (NOT AN NTS STOP)	GRANNY'S DOUGHNUTS
15	S/B STUDEBAKER RD @ ANGELL ST	OPPOSITE COAST PLAZA
16	N/B STUDEBAKER RD OPP. ANGELL ST	COAST PLAZA
17	S/B STUDEBAKER RD @ ROSECRANS AVE - S/W CORNER	WALGREENS
18	S/B STUDEBAKER RD @ MAPLEDALE ST - S/W CORNER	ADJACENT TO 10970 MAPLEDALE
19	S/B STUDEBAKER RD @ EXCELSIOR DR - NW CORNER	14839 STUDEBAKER
20	N/B STUDEBAKER RD @ EXCELSIOR DR - N/E CORNER	14838 STUDEBAKER
21	N/B STUDEBAKER RD @ ALONDRA BLVD - N/E CORNER	CHINESE DELI
ALONDRA BLVD STOPS		
STOP #	LOCATION	LANDMARKS
22	W/B ALONDRA BLVD @ STUDEBAKER RD - N/E CORNER	OPPOSITE CERRITOS COLLEGE
23	E/B ALONDRA BLVD @ STUDEBAKER RD - S/E CORNER	CERRITOS COLLEGE
24	E/B ALONDRA BLVD @ ELMCROFT AVE - S/E CORNER	CERRITOS COLLEGE
25	E/B ALONDRA BLVD @ PIONEER BLVD - S/W CORNER (NOT AN NTS STOP)	PANCHO'S TACOS
26	W/B ALONDRA BLVD @ PIONEER BLVD - NW CORNER (NOT AN NTS STOP)	EXCELSIOR HIGH SCHOOL
27	E/B ALONDRA @ PIONEER BLVD - S/E CORNER (NOT AN NTS STOP)	WINCHELL'S DOUGHNUTS
28	W/B ALONDRA BLVD @ SOCIAL SERVICE CENTER	11929 ALONDRA
CARMENITA RD / SHOEMAKER AVE & FOSTER RD AREA STOPS		
STOP #	LOCATION	LANDMARKS
29	S/B CARMENITA RD @ ROSECRANS AVE - S/W CORNER (NOT AN NTS STOP)	AM/PM
30	S/B SHOEMAKER AVE @ SOUTH OF FOSTER RD	GOLF COURSE
31	W/B FOSTER RD OPPOSITE BECHARD AVE	12657 FOSTER RD
ROSECRANS AVE STOPS		
STOP #	LOCATION	LANDMARKS
32	W/B ROSECRANS AVE @ SHOEMAKER AVE - N/E CORNER	SHELL STATION
33	E/B ROSECRANS AVE @ CLARKDALE AVE - S/E CORNER	ACUPUNTURE CENTER
34	W/B ROSECRANS AVE @ PIONEER BLVD - NW CORNER	MAY FLOWERS (FLORIST)

IMPERIAL HWY STOPS		
35	E/B ROSECRANS AVE @ PIONEER BLVD - S/E CORNER	MIDAS MUFFLER
36	E/B ROSECRANS AVE @ ELMCROFT - S/E CORNER	11202 ROSECRANS AVE
37	W/B ROSECRANS AVE @ STUDEBAKER RD - N/E CORNER	MOBIL STATION

SAN ANTONIO DR & AREA STOPS		
STOP #	LOCATION	LANDMARKS
38	N/B SAN ANTONIO DR @ ROSECRANS AVE - N/E CORNER	SHELL STATION
39	E/B ORANGE ST @ SAN ANTONIO DR - S/E CORNER - 11908 ORANGE ST.	OPPOSITE DENTAL & WIC OFFICES
40	N/B SAN ANTONIO DR @ ORANGE ST - N/E CORNER	DENTAL & WIC OFFICES
41	S/B SAN ANTONIO DR @ ORANGE ST - NW CORNER (NOT AN NTS STOP)	OPPOSITE DENTAL & WIC OFFICES
42	S/B CLARKDALE AVE @ ROSECRANS AVE - NW CORNER	CHRISTIAN TOWERS
43	N/B SAN ANTONIO DR @ FIRESTONE BLVD - N/E CORNER	BANK
44	S/B SAN ANTONIO DR @ FIRESTONE BLVD - NW CORNER	76 STATION
45	N/B SAN ANTONIO DR @ OLIVE ST - N/E CORNER	CHURCH
NORWALK BLVD STOPS		
STOP #	LOCATION	LANDMARKS
46	N/B NORWALK BLVD @ CIVIC CENTER DR - N/E CORNER	COURT HOUSE
47	S/B NORWALK OPPOSITE CIVIC CENTER DR	OPPOSITE COURT HOUSE
48	N/B NORWALK @ IMPERIAL HWY - N/E CORNER	McDONALDS
49	S/B NORWALK BLVD @ IMPERIAL HWY - SW CORNER	IHOP
50	N/B NORWALK BLVD @ EVEREST ST - N/E CORNER	OPPOSITE PADDISON SQUARE
51	S/B NORWALK BLVD OPPOSITE EVEREST ST	PADDISON SQUARE
52	S/B NORWALK BLVD @ AEGEAN ST - NW CORNER	ADJACENT TO 12203 AEGEAN
53	N/B NORWALK BLVD OPPOSITE TINA ST	METROPOLITAN STATE HOSPITAL
54	N/B NORWALK BLVD @ ORACLE ST	ADJACENT TO 12188 ORACLE ST
55	S/B NORWALK BLVD @ HERMES ST - NW CORNER	ADJACENT TO 12171 HERMES ST
PIONEER BLVD STOPS		
STOP #	LOCATION	LANDMARKS
56	S/B PIONEER BLVD @ 166TH ST - NW CORNER	KOREAN RESTAURANT
57	N/B PIONEER BLVD @ 163RD ST - S/E CORNER	DOUGLAS BURGERS
58	N/B PIONEER BLVD @ ALONDRA BLVD - N/E CORNER	CHURCH'S CHICKEN
59	S/B PIONEER BLVD @ ALONDRA BLVD - NW CORNER	EXCELSIOR HIGH SCHOOL
60	S/B PIONEER BLVD @ ALONDRA BLVD - SW CORNER (NOT AN NTS STOP)	TOMMY'S BURGER
61	N/B PIONEER BLVD @ CHESHIRE ST - N/E CORNER	OPPOSITE DOLORES HUERTA SCHOOL
62	S/B PIONEER BLVD OPPOSITE CHESHIRE ST	SOUTH OF DOLORES HUERTA SCHOOL
63	N/B PIONEER BLVD @ EXCELSIOR DR - N/E CORNER	14838 EXCELSIOR
64	S/B PIONEER BLVD @ EXCELSIOR DR - SW CORNER	15007 EXCELSIOR
65	N/B PIONEER BLVD @ MAPLEDALE AVE - N/E CORNER	CHURCH
66	S/B PIONEER BLVD @ LINDALE AVE - SW CORNER	R & G MARKET
67	N/B PIONEER BLVD @ 5 POINTS - N/E CORNER	5 - POINTS GAS STATION
68	S/B PIONEER BLVD @ ROSECRANS AVE - SW CORNER	ADVANCE BRAKE
69	N/B PIONEER BLVD @ ORANGE ST - S/E CORNER	DOWNEY SAVINGS
70	S/B PIONEER BLVD OPPOSITE ORANGE ST - SW CORNER	NORWALK SQUARE
71	S/B PIONEER BLVD @ FOSTER RD - NW CORNER	OPPOSITE FARMERS INSURANCE
72	N/B PIONEER BLVD @ FIRESTONE BLVD - N/E CORNER	STRIP MALL
73	S/B PIONEER BLVD @ FIRESTONE BLVD - SW CORNER	ARBY'S
74	S/B PIONEER BLVD SOUTH OF IMPERIAL HWY	EDD OFFICE
75	N/B PIONEER BLVD @ IMPERIAL HWY - SW CORNER	RALLY BURGERS
76	N/B PIONEER BLVD @ IMPERIAL HWY - S/E CORNER	DENNY'S
77	S/B PIONEER BLVD NORTH OF 5 FREEWAY ON RAMP	SHOP N GO MINI MARKET
FIRESTONE BLVD STOPS		

SAN ANTONIO DR & AREA STOPS		
STOP #	LOCATION	LANDMARKS
78	WB FIRESTONE BLVD @ IMPERIAL HWY - N/E CORNER (NOT AN NTS STOP)	IMPERIAL LIQUOR
79	WB FIRESTONE BLVD @ STUDEBAKER RD - NW CORNER	HOLLYWOOD VIDEO

EXHIBIT C
PROJECT APPROVAL FORM

Conservation Corps of Long Beach

PROJECT APPROVAL FORM

THE TERMS, CONDITIONS AND COVENANTS OF THE "AGREEMENT BY AND BETWEEN THE SPONSORING AGENCY AND THE CONSERVATION CORPS OF LONG BEACH TO CARRY OUT COMMUNITY IMPROVEMENT ACTIVITIES" ARE INCORPORATED BY REFERENCE INTO THIS PROJECT PROPOSAL FORM. THE CONSERVATION CORPS OF LONG BEACH AGREES TO AND SHALL FULLY COMPLY WITH SAID TERMS, CONDITIONS AND COVENANTS AT ALL TIMES FOR THE SUBJECT HEREIN.

DATE: September 3, 2002

PROJECT: City of Norwalk – 152 Bus Stops Maintenance
(Litter removal once a week and steam cleaning once every two months)
Currently 80 locations (see attached). Contract price will change once the remaining 72 bus stops are added in February 2003.

DESCRIPTION: The Conservation Corps of Long Beach (CCLB) will perform clean up and maintenance of 152 identified City of Norwalk bus stops, once a week. This will consist of emptying trash containers, removing debris, cobwebs and dirt in the general area of the bus stops. CCLB will steam clean the bus stops once every two (2) months / six (6) times a year.

SUPERVISOR(s): Sam Lopez – Director of Projects

PHONE: (562) 986-1249
FAX: (562) 986-9390

START DATE: TBD

COMPLETION DATE: One year from start date

NUMBER OF CORPSMEMBERS REQUIRED: Two (2) corpsmembers

EQUIPMENT/MATERIALS REQUIRED:

CCLB will provide trash bags, steam cleaner, graffiti remover, brooms, dustpans, rags and safety equipment.


ESTIMATED COSTS:

- | | |
|---|--|
| A) CLEAN UP / MAINTENANCE (ONCE A WEEK) | \$936.00 PER MONTH / \$11,232 PER YEAR |
| B) STEAM CLEANING
(ONCE EVERY TWO (2) MONTHS / SIX (6) TIMES A YEAR) | \$468.00 PER MONTH / \$ 2,808 PER YEAR |
| C) MATERIALS / EQUIPMENT | \$1,374.15 PER YEAR |

TOTAL COST: \$ 15,414.15 FOR 80 BUS STOPS ONLY

COMMENTS: TOTAL COST IS FOR 80 BUS STOPS ONLY. CONTRACT PRICE WILL CHANGE ONCE THE REMAINING 72 BUS STOPS ARE ADDED IN FEBRUARY 2003.

APPROVAL:  DATE: 9/3/02
CONSERVATION CORPS OF LONG BEACH

APPROVAL:  DATE: 1-16-03
Ernie V. Garcia SPONSORING AGENCY
City Manager

Conservation Corps of Long Beach

PROJECT APPROVAL FORM

THE TERMS, CONDITIONS AND COVENANTS OF THE "AGREEMENT BY AND BETWEEN THE SPONSORING AGENCY AND THE CONSERVATION CORPS OF LONG BEACH TO CARRY OUT COMMUNITY IMPROVEMENT ACTIVITIES" ARE INCORPORATED BY REFERENCE INTO THIS PROJECT PROPOSAL FORM. THE CONSERVATION CORPS OF LONG BEACH AGREES TO AND SHALL FULLY COMPLY WITH SAID TERMS, CONDITIONS AND COVENANTS AT ALL TIMES FOR THE SUBJECT HEREIN.

DATE: June 12, 2002

PROJECT: City of Norwalk – 152 Bus Stops Maintenance
(Litter removal once a week and steam cleaning once every two months)

DESCRIPTION: The Conservation Corps of Long Beach (CCLB) will perform clean up and maintenance of 152 identified City of Norwalk bus stops, once a week. This will consist of emptying trash containers, removing debris, cobwebs and dirt in the general area of the bus stops. CCLB will steam clean the bus stops once every two (2) months / six (6) times a year.

SUPERVISOR(S): Sam Lopez – Director of Projects PHONE: (562) 986-1249
FAX: (562) 986-9390

START DATE: TBD COMPLETION DATE: One year from start date

NUMBER OF CORPSMEMBERS REQUIRED: Two (2) corpsmembers

EQUIPMENT/MATERIALS REQUIRED:
CCLB will provide trash bags, steam cleaner, graffiti remover, brooms, dustpans, rags and safety equipment.

ESTIMATED COSTS:

A) CLEAN UP / MAINTENANCE (ONCE A WEEK)	\$1,248.00 PER MONTH / \$14,976 PER YEAR
B) STEAM CLEANING (ONCE EVERY TWO (2) MONTHS / SIX (6) TIMES A YEAR)	\$936.00 PER MONTH / \$5,616 PER YEAR
C) MATERIALS / EQUIPMENT	\$1,374.15 PER YEAR

TOTAL COST: \$21,966.15 PER YEAR

COMMENTS:

APPROVAL: 
CONSERVATION CORPS OF LONG BEACH

DATE: 6/12/02

APPROVAL: 
Ernie V. Garcia SPONSORING AGENCY
City Manager

DATE: 1-16-03

EXHIBIT D
Additional Insured Endorsement Form

ADDITIONAL INSURED ENDORSEMENT
COMMERCIAL GENERAL LIABILITY

Conservation Corps/Long Beach 340 Nieto Ave., Long Beach, CA 90814

Name and address of named insured ("Named Insured"):

NonProfits Insurance Alliance of California (NIAC)

Name and address of Insurance Company ("Company"): c/o Chapman & Associates
 265 N. San Gabriel Blvd.
 Pasadena, CA 91107

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Business operations of the named insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the peril insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES

POLICY PERIOD FROM/TO

LIMITS OF LIABILITY

General Liability 10/13/02 to 10/13/03 \$1,000,000 per occurrence \$3,000,000-aggregate

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Include:

- Contractual Liability, Owners/Landlords/Tenants, Manufacturers/Contractors, Products/Completed Operations, Broad Form Property Damage, Extended Bodily Injury, Broad Form Comprehensive General Liability Endorsement, Explosive Hazard, Collapse Hazard, Underground Property Damage, Pollutor Liability, Liquor Liability (Host Liquor), Employee Benefits Liability, Owners/Contractors Prot.

12. A deductible or self-insured retention (check one) of \$ nil applies to all coverage(s) except: (if none, so state).

The deductible is applicable per claim or per occurrence (check one).

13. This is an occurrence or claims made policy (check one).

14. This endorsement is effective on 01/24/03 at 12:01 A.M. and forms a part of Policy Number 200208764NPO (200208764NPO)

I, Greg Chapman (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed January 24, 2003

Handwritten signature of Greg Chapman

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (626) 405-8031

EXHIBIT E
Additional Insured Endorsement Form

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Conservation Corps/Long Beach 340 Nieto Ave., Long Beach, CA 90814

Name and address of named insured ("Named Insured"):

NonProfits' Insurance Alliance of California (NIAC)

Name and address of Insurance Company ("Company"):

c/o Chapman & Associates
265 N. San Gabriel Blvd.
Pasadena, CA 91107

Business operations of the named insured

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or

executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
Commercial Automobile	10/13/02 to 10/13/03	\$1,000,000 CSL

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Include:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input checked="" type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input checked="" type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input checked="" type="checkbox"/> Comp Ded. \$1000 |
| <input type="checkbox"/> Garage Coverage | <input checked="" type="checkbox"/> Collision Ded. \$1000 |

12. A deductible or self-insured retention (check one) of \$ 1,000 applies to all coverage(s) except: _____ (if no re, so state).

The deductible is applicable per claim or per occurrence (check one).

13. This is an occurrence or claims made policy (check one).

14. This endorsement is effective on 01/24/03 at 12:01 A.M. and forms a part of Policy Number 200208764NPO

I, Greg Chapman (print name) hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed January 24, 2003



Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (626) 405-8031

EXHIBIT F

Additional Insured Endorsement Form

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES

POLICY PERIOD FROM/TO

LIMITS OF LIABILITY

- Following Form
- Umbrella Liability
- _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

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AMENDMENT NO. 1 TO AGREEMENT

**WITH THE CONSERVATION CORPS OF LONG BEACH
TO CARRY OUT COMMUNITY IMPROVEMENT ACTIVITIES**

This Amendment No. 1 (the "Amendment") to that certain Agreement between the City of Norwalk and the Conservation Corps of Long Beach dated October 15, 2002, is made and entered into as of April 15, 2003, by and between the **CITY OF NORWALK**, a municipal corporation ("City"), and the **CONSERVATION CORPS OF LONG BEACH**, a nonprofit corporation ("Corps").

RECITALS

- A. On October 15, 2002, City and Corps entered into an Agreement wherein Corps agreed to perform regular maintenance services at 152 bus stops in the City of Norwalk (the "Agreement").
- B. City has determined that there are an additional 90 bus stops in the City of Norwalk that require maintenance services, and has requested that the Agreement be modified to add the additional bus stops for maintenance; and
- C. Corps is willing to accommodate City's request.

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Section 1 of the Agreement is amended to read as follows:

"1. Project Scope. In accordance with Section 14304 of the California Public Resource Code, both parties acknowledge that projects of the Corps shall be directed toward providing opportunities to the public for their education or the use of natural resources and environmentally important public lands and waters, while at the same time providing young men and women with an opportunity for personal development in a variety of basic skills. The Corps shall provide regular maintenance services at 242 bus stops in the City of Norwalk (the "Project") and shall perform the specific services more particularly described in the Project Proposal Form attached hereto as Exhibit A and incorporated herein by this reference as though set forth in full."

Section 2. Section 4 of the Agreement is amended to read as follows:

"4. Project Sites. The location of each of the 242 bus stops to be maintained under this Agreement is denoted on the list attached hereto as Exhibit B-3. The location of each of the 152 stops to be maintained under this Agreement through April 15, 2003, is denoted on the map attached

hereto as Exhibit B-1. The Parties expressly acknowledge that prior to April 16, 2003, the Corps will be responsible for maintaining only the 152 bus stops denoted on the list attached hereto as Exhibit B-1, and prior to February 2003, the Corps will be responsible for maintaining only the 80 bus stops denoted on the list attached hereto as Exhibit B-2.

Section 3. Section 5 of the Agreement is amended to read as follows:

"5. Time for Performance. At the 80 bus stops denoted on the list attached hereto as Exhibit B-2, the Corps shall commence the services contemplated under this Agreement immediately upon receipt of a request for such services from the City Representative and shall perform and complete the services contemplated hereunder in a diligent and professional manner. The additional 72 bus stops denoted on the list attached hereto as Exhibit B-1, the Corps shall commence the services contemplated under this Agreement effective February 1, 2003, and shall perform and complete the services contemplated hereunder in a diligent and professional manner. The additional 90 bus stops denoted on the list attached hereto as Exhibit B-3, the Corps shall commence the services contemplated under this Agreement effective April 16, 2003, and shall perform and complete the services contemplated hereunder in a diligent and professional manner."

Section 4. Section 8 of the Agreement is amended to read as follows:

"8. Compensation. Prior to February 2003 and subject to the maximum sums hereafter provided, City shall pay the Corps a flat fee of \$936.00 per month for weekly clean up and maintenance services and \$468.00 per month for bi-monthly steam cleaning services at the 80 bus stops denoted in the list attached hereto as Exhibit B-2, as more particularly described in the Project Approval Form attached hereto as Exhibit C. Effective February 1, 2003, and subject to the maximum sums hereafter provided, City shall pay the Corps a flat fee of \$1,248.00 per month for weekly cleanup and maintenance services and \$936.00 per month for bi-monthly steam cleaning services at the 152 bus stops denoted in the list attached hereto as Exhibit B-1, as more particularly described in the Project Approval Form attached hereto as Exhibit C. In addition, during this time, the City shall pay the Corps \$1,374.15 per year for materials and equipment. Effective April 16, 2003, and subject to the maximum sums hereafter provided, City shall pay the Corps a flat fee of \$2,535.00 per month for weekly cleanup and maintenance services and \$585.00 per month for bi-monthly steam cleaning services at the 242 bus stops denoted in the list attached hereto as Exhibit B-3, as more particularly described in the Project Approval Form attached hereto as Exhibit C. In addition, effective April 16, 2003, the City shall pay the Corps \$1,500.00 per year for materials and equipment. The maximum amount of compensation which the Corps shall be entitled to receive pursuant to this Agreement, inclusive of all expenses, is \$35,430.00 for the term set forth in

Section 2. City shall not withhold applicable federal or state payroll and other required taxes, or other authorized deductions from each payment made to the Corps. No claims for additional services performed or costs incurred by the Corps will be allowed unless such additional work is authorized by the City Council in writing prior to the performance of such services or the incurrence of such expenses. Any additional services authorized by the City Council shall be compensated at such rates mutually agreed to by the Parties.

Section 5. Section 11 of the Agreement is amended to read as follows:

"11. Use of Premises. The Corps shall confine all equipment, cleaning materials, and the operations of workers to the Project sites and areas identified in Exhibits B-1, B-2, and B-3, and shall not unreasonably encumber same with equipment or other materials. The Corps shall assume full responsibility for any damage to the Project site and said areas, or to any land or areas contiguous thereto, resulting from work on the Project, and shall defend, indemnify, and hold City, its officials, agents, and employees harmless from and against any and all claims, losses, damages, causes of action, demands, liabilities, costs, and expenses, including attorney's fees, whether or not reduced to judgment or paid through settlement, which may be asserted against City arising from or attributable to or caused directly or indirectly by the Corps' performance hereunder."

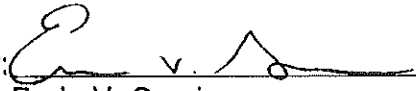
Section 6. Exhibit B-3 is added to the Agreement to read in its entirety as set forth in Attachment No. 1 to this Amendment.

Section 7. All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below:

CITY OF NORWALK

CONSERVATION CORPS OF
LONG BEACH

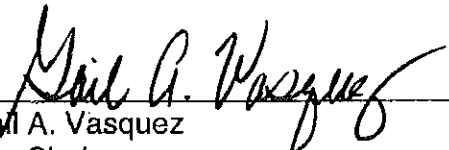
By: 
Emie V. Garcia
City Manager

By: 
Name: Mike Bassett
Title: Executive Director/CEO

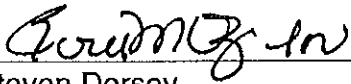
Dated: 4-22-03

Dated: 4/29/03

ATTEST:

By: 
Gail A. Vasquez
City Clerk

APPROVED AS TO FORM:


Steven Dorsey
City Attorney

Conservation Corps of Long Beach

PROJECT PROPOSAL

REVISED 3/13/03

SPONSORING AGENCY: City of Norwalk

ADDRESS: 12700 Norwalk Boulevard
Norwalk, CA 90651

PHONE: (562) 929-5527
FAX: (562) 929-5503

SPONSOR REPRESENTATIVE: TONI TUCKER – Public Service Superintendent

PROJECT TITLE: City of Norwalk – 242 Bus Stops Maintenance
(Litter removal once a week and steam cleaning once every two months)

I. STEPS TO INITIATE CCLB PROJECT PROPOSAL:

1. Complete Project Proposal.
2. Mail or deliver to Deputy Director.
3. Proposal is received by Deputy Director, and arrangements are made to inspect project site.
4. Sponsor and Deputy Director organize logistics and details of project.
5. Project starting date is scheduled according to needs of Sponsor and availability of CCLB crews.

II. PROJECT DETAILS AND DESCRIPTION OF SCOPE AND PURPOSE:

The Conservation Corps of Long Beach (CCLB) will perform clean up and maintenance of 242 identified City of Norwalk bus stops, once (1) a week. This will consist of emptying trash containers, removing debris, cobwebs and dirt in the general area of the bus stops. The CCLB will steam clean the bus stops once every two (2) months / six (6) times a year.

III. WHAT IS THE PUBLIC BENEFIT OF THE PROJECT?

Maintenance and steam cleaning of the bus stops will promote a cleaner, more user-friendly environment for the surrounding community, and for those who use public transportation.

IV. WHAT SKILLS OR TRAINING WILL CORPSMEMBERS RECEIVE?

Corpsmembers will learn teamwork, how to follow directions, proper usage of tools, how to operate a steam cleaner, maintenance skills and community/conservation awareness.

Conservation Corps of Long Beach

PROJECT APPROVAL FORM

THE TERMS, CONDITIONS AND COVENANTS OF THE "AGREEMENT BY AND BETWEEN THE SPONSORING AGENCY AND THE CONSERVATION CORPS OF LONG BEACH TO CARRY OUT COMMUNITY IMPROVEMENT ACTIVITIES" ARE INCORPORATED BY REFERENCE INTO THIS PROJECT PROPOSAL FORM. THE CONSERVATION CORPS OF LONG BEACH AGREES TO AND SHALL FULLY COMPLY WITH SAID TERMS, CONDITIONS AND COVENANTS AT ALL TIMES FOR THE SUBJECT HEREIN.

DATE: March 13, 2003

PROJECT: City of Norwalk - 242 Bus Stops Maintenance
(Litter removal once a week and steam cleaning once every two (2) months)

DESCRIPTION: The Conservation Corps of Long Beach (CCLB) will perform clean up and maintenance of 242 identified City of Norwalk bus stops, once a (1) week. This will consist of emptying trash containers, removing debris, cobwebs and dirt in the general area of the bus stops. The CCLB will steam clean the bus stops once every two (2) months / six (6) times a year.

SUPERVISOR(S): Sam Lopez - Director of Projects PHONE: (562) 986-1249
FAX: (562) 986-9390

START DATE: TBD COMPLETION DATE: One year from start date

NUMBER OF CORPSMEMBERS REQUIRED: Four (4) corpsmembers

EQUIPMENT/MATERIALS REQUIRED: CCLB will provide trash bags, steam cleaner, graffiti remover, brooms, dustpans, rags and safety equipment.


ESTIMATED COSTS:

A) CLEAN UP / MAINTENANCE (ONCE (1) WEEK)	\$585.00 PER WEEK / \$30,420.00 PER YEAR
B) STEAM CLEANING (ONCE EVERY TWO (2) MONTHS / SIX (6) TIMES A YEAR)	\$585.00 PER MONTH / \$ 3,510.00 PER YEAR
C) MATERIALS / EQUIPMENT	\$1,500.00 PER YEAR

TOTAL COST: \$ 35,430.00 PER YEAR

COMMENTS:

APPROVAL:  DATE: 3/13/03
CONSERVATION CORPS OF LONG BEACH

APPROVAL:  DATE: April 15, 2003
SPONSORING AGENCY
ERNIE V. GARCIA
CITY MANAGER

**AMENDMENT NO. 2 TO AGREEMENT FOR
BUS STOP MAINTENANCE SERVICES**

This Amendment is entered into as of July 1, 2005, by and between the **CITY OF NORWALK**, a municipal corporation, hereinafter as the "City," and **CONSERVATION CORPS OF LONG BEACH (CCLB)**, hereinafter designated as the "Contractor."

RECITALS

- A. On October 15, 2000, City and Contractor entered into an Agreement wherein Contractor agreed to perform bus stop maintenance services for City ("Agreement");
- B. April 15, 2002 Contract was increased to provide bus stop maintenance service to an additional 90 bus stops.
- C. Section 2 of the agreement provides that the Agreement may be extended by mutual agreement.

NOW THEREFORE, the parties agree as follows:

Section 1. Term of the Agreement is amended to read as follows:

Term. The term of this Agreement shall commence at 12:01 a.m. on July 1, 2005, and shall terminate at midnight on June 30, 2006, unless sooner terminated as provided in section 24 herein. The City Manager or his designee may extend this agreement for one additional one-year term upon the terms set forth herein. City shall provide the corps written notice of any such extension and shall deliver said notice to the Corps at the address set forth in section 36 herein."

Section 2. All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates stated below:

CITY OF NORWALK

By: 

Gordon Stefenhagen
Mayor

Conservation Corps of Long Beach

By: 

DATE: 7-12-2005

DATE: 7/15/05

ATTEST:


Gail A. Vasquez
City Clerk

Conservation Corps of Long Beach

PROJECT PROPOSAL

SPONSORING AGENCY: City of Norwalk

ADDRESS: 12700 Norwalk Boulevard
Norwalk, CA 90651

PHONE: (562) 929-5527
FAX: (562) 929-5503

SPONSOR REPRESENTATIVE: TONI TUCKER -- Public Service Superintendent

PROJECT TITLE: City of Norwalk -- 280 Bus Stops Maintenance
(Litter removal once a week and steam cleaning once every two months)

I. STEPS TO INITIATE CCLB PROJECT PROPOSAL:

1. Complete Project Proposal.
2. Mail or deliver to Deputy Director.
3. Proposal is received by Deputy Director, and arrangements are made to inspect project site.
4. Sponsor and Deputy Director organize logistics and details of project.
5. Project starting date is scheduled according to needs of Sponsor and availability of CCLB crews.

II. PROJECT DETAILS AND DESCRIPTION OF SCOPE AND PURPOSE:

The Conservation Corps of Long Beach (CCLB) will perform clean up and maintenance of 280 identified City of Norwalk bus stops, once (1) a week. This will consist of emptying trash containers, removing debris, cobwebs and dirt in the general area of the bus stops. The CCLB will steam clean the bus stops once every two (2) months / six (6) times a year

III. WHAT IS THE PUBLIC BENEFIT OF THE PROJECT?

Maintenance and steam cleaning of the bus stops will promote a cleaner, more user-friendly environment for the surrounding community, and for those who use public transportation.

IV. WHAT SKILLS OR TRAINING WILL CORPSMEMBERS RECEIVE?

Corpsmembers will learn teamwork, how to follow directions, proper usage of tools, how to operate a steam cleaner, maintenance skills and community/conservation awareness.

CONSERVATION CORPS OF LONG BEACH

PROJECT SUPERVISOR: Joyce McDevitt
Deputy Director

PHONE: (562) 986-1249
FAX: (562) 986-9390

PROJECT DURATION: One (1) year from start date

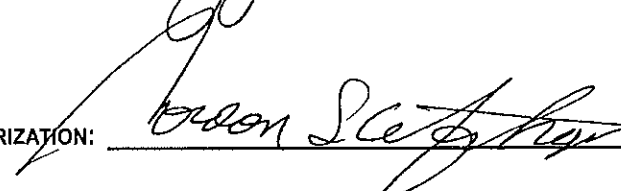
PROJECT LOCATION: 280 bus stop locations in the City of Norwalk.

EQUIPMENT / MATERIALS REQUIRED:

CCLB will provide trash bags, steam cleaner, graffiti remover, brooms, dustpans, rags and safety equipment.

ADDITIONAL COMMENTS:

CCLB AUTHORIZATION:  DATE: 6/17/05
DEPUTY DIRECTOR

SPONSOR AUTHORIZATION:  DATE: 7/5/05

SPONSOR TITLE: Gordon Stefenhagen, Mayor

CONSERVATION CORPS OF LONG BEACH

"PRESERVING THE PAST CONSERVING FOR THE FUTURE"

Conservation Corps of Long Beach

PROJECT APPROVAL FORM

THE TERMS, CONDITIONS AND COVENANTS OF THE "AGREEMENT BY AND BETWEEN THE SPONSORING AGENCY AND THE CONSERVATION CORPS OF LONG BEACH TO CARRY OUT COMMUNITY IMPROVEMENT ACTIVITIES" ARE INCORPORATED BY REFERENCE INTO THIS PROJECT PROPOSAL FORM. THE CONSERVATION CORPS OF LONG BEACH AGREES TO AND SHALL FULLY COMPLY WITH SAID TERMS, CONDITIONS AND COVENANTS AT ALL TIMES FOR THE SUBJECT HEREIN.

DATE: July 1, 2005

PROJECT: City of Norwalk – 280 Bus Stops Maintenance
(Litter removal once a week and steam cleaning once every two (2) months)

DESCRIPTION: The Conservation Corps of Long Beach (CCLB) will perform clean up and maintenance of 242 identified City of Norwalk bus stops, once a (1) week. This will consist of emptying trash containers, removing debris, cobwebs and dirt in the general area of the bus stops. The CCLB will steam clean the bus stops once every two (2) months / six (6) times a year.

SUPERVISOR(S): Joyce McDevitt – Deputy Director PHONE: (562) 986-1249
FAX: (562) 986-9390

START DATE: July 1, 2005 COMPLETION DATE: June 30, 2006


NUMBER OF CORPSMEMBERS REQUIRED: Four (4) corpsmembers

EQUIPMENT/MATERIALS REQUIRED: CCLB will provide trash bags, steam cleaner, graffiti remover, brooms, dustpans, rags and safety equipment.

TOTAL COST: \$ 38,940.00 PER YEAR

COMMENTS:

APPROVAL:  DATE: 6/17/05
CONSERVATION CORPS OF LONG BEACH

APPROVAL:  DATE: 7/5/05
SPONSORING AGENCY
Gordon Stefenhagen, Mayor

**AMENDMENT NO. 3 TO AGREEMENT FOR
BUS STOP MAINTENANCE SERVICES**

This Amendment is entered into as of July 1, 2006, by and between the CITY OF NORWALK, a municipal corporation, hereinafter as the "City," and CONSERVATION CORPS OF LONG BEACH (CCLB), hereinafter designated as the "Contractor."

RECITALS

- A. On October 15, 2000, City and Contractor entered into an Agreement wherein Contractor agreed to perform bus stop maintenance services for City ("Agreement");
- B. April 15, 2002 Contract was increase to provide bus stop maintenance service to an additional 90 bus stops.
- C. Section 2 of the agreement provides that the Agreement may be extended by mutual agreement.

NOW THEREFORE, the parties agree as follows:

Section 1. Term of the Agreement is amended to read as follows:

"Term. The term of this Agreement shall commence at 12:01 a.m. on July 1, 2006, and shall terminate at midnight on June 30, 2007, unless sooner terminated as provided in Section 24 herein. The City Manager or his designee may extend this agreement upon the terms set forth herein. City shall provide written notice of any such extension and shall deliver said notice, to Conservation Corps of Long Beach at the address set forth in Section 36 herein."

Section 2. The maximum amount of compensation, which the Corps shall be entitled to receive pursuant to this Agreement, inclusive of all expenses, is \$40,414 for the term set forth in Section 1.

Section 3. All other provisions of the Agreement shall remain the same.

[signatures on following page]

Conservation Corps of Long Beach

PROJECT PROPOSAL

SPONSORING AGENCY: City of Norwalk

ADDRESS: 12700 Norwalk Boulevard
Norwalk, CA 90651

PHONE: (562) 929-5527
FAX: (562) 929-5503

SPONSOR REPRESENTATIVE: GARY S. DICORPO – Director of Public Services

PROJECT TITLE: City of Norwalk – 280 Bus Stops Maintenance
(Litter removal once a week and steam cleaning every two months)

I. STEPS TO INITIATE CCLB PROJECT PROPOSAL:

1. Complete Project Proposal.
2. Mail or deliver to Deputy Director.
3. Proposal is received by Deputy Director, and arrangements are made to inspect project site.
4. Sponsor and Deputy Director organize logistics and details of project.
5. Project starting date is scheduled according to needs of Sponsor and availability of CCLB crews.

II. PROJECT DETAILS AND DESCRIPTION OF SCOPE AND PURPOSE:

The Conservation Corps of Long Beach (CCLB) will perform clean up and maintenance of 280 identified City of Norwalk bus stops, once (1) a week. This will consist of emptying trash containers, removing debris, cobwebs and dirt in the general area of the bus stops. The CCLB will steam clean the bus stops once every two (2) months / six (6) times a year.

III. WHAT IS THE PUBLIC BENEFIT OF THE PROJECT?

Maintenance and steam cleaning of the bus stops will promote a cleaner, more user-friendly environment for the surrounding community, and for those who use public transportation.

IV. WHAT SKILLS OR TRAINING WILL CORPSMEMBERS RECEIVE?

Corpsmembers will learn teamwork, how to follow directions, proper usage of tools, how to operate a steam cleaner, maintenance skills and community/conservation awareness.

Conservation Corps of Long Beach

PROJECT APPROVAL FORM

THE TERMS, CONDITIONS AND COVENANTS OF THE "AGREEMENT BY AND BETWEEN THE SPONSORING AGENCY AND THE CONSERVATION CORPS OF LONG BEACH TO CARRY OUT COMMUNITY IMPROVEMENT ACTIVITIES" ARE INCORPORATED BY REFERENCE INTO THIS PROJECT PROPOSAL FORM. THE CONSERVATION CORPS OF LONG BEACH AGREES TO AND SHALL FULLY COMPLY WITH SAID TERMS, CONDITIONS AND COVENANTS AT ALL TIMES FOR THE SUBJECT HEREIN.

DATE: June 13, 2006

PROJECT: City of Norwalk – 280 Bus Stops Maintenance
(Litter removal once a week and steam cleaning once every two (2) months)

DESCRIPTION: The Conservation Corps of Long Beach (CCLB) will perform clean up and maintenance of 280 identified City of Norwalk bus stops, once a (1) week. This will consist of emptying trash containers, removing debris, cobwebs and dirt in the general area of the bus stops. The CCLB will steam clean the bus stops once every two (2) months / six (6) times a year.

SUPERVISOR(S): Joyce McDevitt – Deputy Director PHONE: (562) 986-1249
FAX: (562) 986-9390

START DATE: July 1, 2006 COMPLETION DATE: June 30, 2007

NUMBER OF CORPSMEMBERS REQUIRED: Three (3) corpsmembers

EQUIPMENT/MATERIALS REQUIRED: CCLB will provide trash bags, steam cleaner, graffiti remover, brooms, dustpans, rags and safety equipment.

TOTAL COST: \$40,414 .00 PER YEAR

COMMENTS: Price increase includes an increase of \$500 for bags and approximately a 2.5% COLA increase

APPROVAL: Joyce McDevitt DATE: 6/13/06
CONSERVATION CORPS OF LONG BEACH

APPROVAL: Ernie V. Garcia DATE: 06/27/06
SPONSORING AGENCY
Ernie V. Garcia, City Manager

BUS STOP MAINTENANCE SERVICES AGREEMENT

This Agreement for bus stop maintenance services ("Agreement") is made and entered into by and between the CITY OF NORWALK (herein City), a municipal corporation and NATIONWIDE ENVIRONMENTAL SERVICES, Inc., ("Contractor"). The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference, which services may be referred to herein as the "services" or "work."

1.2 Compliance with Law. All services rendered hereunder shall be provided in a competent, professional and satisfactory manner and in compliance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction over the services.

1.3 Licenses and Permits. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the site of the work and become fully acquainted with the conditions there existing, (c) it has carefully considered how the work should be performed, and (d) it fully understands the

difficulties and restrictions attending performance of the work under this Agreement. Should the Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer (as hereinafter defined).

1.5 Contractor's Personnel. The Contractor shall equip its staff with apparel by which they are readily visible and easily identified. Such apparel shall be uniform for all persons performing the duties and shall be worn at all times while performing their duties. The apparel must be appropriate for weather conditions. Apparel and equipment shall be pre-approved by the Contract Manager.

All of Contractor's personnel providing services pursuant to this Agreement shall be employees of Contractor, and Contractor shall not hire any independent contractors to provide the services hereunder. The Contractor is responsible for the supervision of its personnel while they are working at the bus stop locations. The Contractor shall maintain adequate reserve personnel to furnish alternate staff, if needed.

Contractor shall perform criminal background investigations on each employee before permitting the employee to provide services hereunder. Contractor shall not permit any person who has been convicted of a misdemeanor involving moral turpitude or a felony to provide services under this Agreement. No employee of Contractor convicted of a misdemeanor involving moral turpitude or a felony shall continue to provide services to City.

1.6 Schedule. The Contractor shall provide the City in writing a schedule for the bus stop maintenance and will notify the City in advance if there will be any changes to that schedule.

2.0 COMPENSATION

2.1 Monthly Sum. City shall pay the Contractor for the services rendered pursuant to this Agreement the sum of nine thousand nine hundred sixty one dollars and thirty one cents (\$9,961.31) per month.

2.2 Method of Payment. No later than the first (1st) working day of each calendar month, Contractor shall submit to the City, on a form approved by the City's Director of Finance, an invoice for services rendered for the prior month. City shall pay Contractor the amounts stated thereon that are consistent with this Agreement and that are approved by City no later than the last working day of said calendar month.

3.0 TERM AND TERMINATION

3.1 Term. This Agreement shall commence on March 31, 2008, and shall expire on June 30, 2009, unless sooner terminated.

3.2 Termination. Either party may terminate this Agreement by giving the other party thirty (30) days advance notice.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principals of Contractor are hereby designated as being representatives of Contractor who are authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Never Samuelian

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. The foregoing principals may not be changed by Contractor without the express written approval of the Contract Officer of City.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated in writing by the City Manager of City. If no Contract Officer is so designated, the Contract Officer shall be the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services, and the Contractor shall refer any decisions which must be made by the City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees, were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City Council. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City Council. For the purposes hereof, an assignment shall be deemed to include a change in any person or entity that is the controlling shareholder of Contractor, or any merger or dissolution of Contractor.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.0 INSURANCE, INDEMNIFICATION AND BONDS.

5.1 Insurance.

A. General.

1) Contractor shall procure and maintain for the Term of this Agreement insurance against claims for injuries to persons, including death, or damages to

property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall not perform any work during any period when Contractor is not covered by insurance as required in this Section.

B. Minimum Scope of Insurance. Coverage shall be at least as broad

as:

1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.).

2) Insurance Services Office form number CA 0001 (Ed. 1/78), covering Automobile Liability, code 1 (any auto) and endorsement CA 0025 (mobile equipment, pollution, contractual liability). The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance. Contractor shall maintain limits no

less than:

1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general

aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3) Workers' Compensation and Employer's Liability: as required by law.

D. Deductible and Self-Insured Retentions. Any deductibles, self-insured retentions or self-insurance programs must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self insured retentions as respects to City, its officers, officials, employees and volunteers; or Contractor shall provide evidence satisfactory to the City Manager guaranteeing payment of losses and related investigations, claim administration and defense expenses. Notwithstanding the foregoing, City may elect not to accept any deductibles or self-insured retentions offered by Contractor.

E. Other Insurance Provisions.

1) All Coverages. Each insurance policy shall be occurrence-based or an alternate form as approved by the Contract Manager, and shall contain, or be endorsed to contain, the following provisions:

a) City, its officers, officials, employees and volunteer, shall be covered as additional insureds on the general liability and automobile liability policies.

b) Contractor's insurance coverage shall be primary insurance as respects to City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

c) Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

d) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except for the limits of the insurer's liability.

2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for City.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If not admitted, the insurance company must have an A.M. Best's rating of A: X or higher.

G. Verification of Coverage. Contractor shall furnish City with endorsements effecting coverage required by this Section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by City, unless the insurer will not use City's forms. In that event, as an

alternative to City's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. All endorsements are to be received and approved by the Contract Officer before work commences.

5.2 Indemnification. The Contractor shall defend, indemnify and hold harmless the City, its officers, employees, and other representatives and agents of the City, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person (s), for damage to property (including property owned by the City) and for negligent or intentional acts, errors and omissions committed by Contractor, its officers, employees, and other representatives and agents, arising out of or related to Contractor's performance under this Agreement, except for such loss as may be caused by City's own gross negligence or that of its officers, employees, or other representatives and agents.

6.0 ENFORCEMENT OF AGREEMENT.

6.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

6.2 Waiver. No delay or failure by a nondefaulting party to exercise any right or remedy upon any default shall impair such right or remedy or be construed as a waiver. City's consent to or approval of any act by Contractor requiring City's consent or approval shall not be deemed to waive or render unnecessary City's Consent to or approval of any subsequent act of Contractor. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.4 Legal Action. In addition to all other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

6.5 Attorney's Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing party.

7.0 MISCELLANEOUS PROVISIONS.

7.1 Notice. Any written notice, demand, request, consent, approval, or communication which either party is required to give to the other party shall be served personally

or sent by certified, pre-paid, first-class mail, return receipt requested, to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this section.

To City:

City Manager
CITY OF NORWALK
12700 Norwalk Boulevard
Norwalk, California 90650-1030

To Contractor:

Attn: Ani Samuelian
NATIONWIDE ENVIRONMENTAL SERVICES
11914 Front Street
Norwalk, California 90650

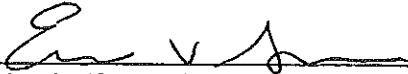
7.2 Integrated Agreement. This Agreement contains the entire understanding and agreement of the parties and shall be amended or modified only by written agreement.

7.3 Severability. In the event that one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which shall be interpreted to carry out the intent of the parties hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
dates stated below:

CITY OF NORWALK

DATED: April 3, 2008

BY: 
Ernie V. Garcia, City Manager

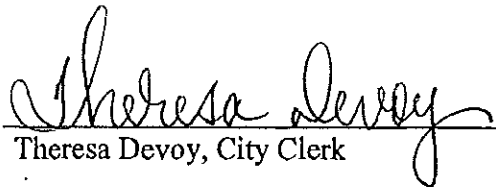
CONTRACTOR:

DATED: March 31, 2008

BY: 

BY: Neven Samuelian, President

ATTEST:

BY: 
Theresa Devoy, City Clerk

APPROVED AS TO FORM:


Steven Dorsey, City Attorney

Attachment "A"

The different types of bus stops will determine the new scope of services for all 217 bus stops. Type A – 19 bus stops, Type B – 167 bus stops, and Type C – 31 bus stops.

Type A (19 bus stops)

- Remove all surface graffiti, stickers, and markings from all bus stops on a daily basis. Bus stop areas include all bus shelters, benches, signs, trash receptacles, sidewalks, and curb areas.
- Empty trash receptacles daily. This will include replacing of all trash liners with clear liners. All trash collected at the bus stop sites will be disposed/recycled by contractor.
- Steam clean (high/low pressure) all bus stop hardscapes weekly, which includes the removal of gum, grease, and stains.
- Steam clean (high/low pressure) all bus stop shelters twice a month, which includes the removal of gum, grease, and stains.
- Deodorize all bus shelters once a week.

Type B (167 bus stops)

- Remove all surface graffiti, stickers, and markings from all bus stops on a weekly basis, which includes benches, bus stop signs, trash receptacles, sidewalks, and curb areas. Bus stops in high usage areas (approx. 25) will be maintained twice a week.
- Empty trash receptacles once a week. Trash receptacles in high usage areas (approx. 25) will be emptied twice a week, which includes replacing the trash liners with clear liners. All trash collected at the bus stop sites will be disposed/recycled by contractor.
- Steam clean (high/low pressure) all the bus stop hardscapes once a month. Includes the removal of gum, grease, and stains.

Type C (31 bus stops)

- Remove all surface graffiti, stickers and markings from all bus stops on a weekly basis, which includes the removal of these items from all bus stop signs, trash receptacles, sidewalks and curb areas.
- Empty trash receptacles once a week, which includes replacing the trash liners with clear liners. All trash collected at the bus stop sites will be disposed/recycled by contractor.
- Steam clean (high/low pressure) all the bus stop hardscapes once a month. Includes the removal of gum, grease and stains.

Transportation Center Canopies:

- Steam clean (high/low pressure) the canopies on the train platform including the pillars, hardscape areas, and benches on a monthly basis.

**AMENDMENT NO. 1 TO AGREEMENT FOR
NATIONWIDE ENVIRONMENTAL SERVICES**

This amendment is entered into as of June 2, 2009, by and between the **CITY OF NORWALK**, a municipal corporation, hereinafter as the "City", and **NATIONWIDE ENVIRONMENTAL SERVICES**, a division of Joe's Sweeping, Inc., hereinafter designated as the "Contractor".

RECITALS

- A. On March 31, 2008, City and Contractor entered into an agreement wherein Contractor agreed to perform bus stop maintenance services for City ("Agreement");
- B. The Agreement is scheduled to expire on June 30, 2009; and
- C. The parties agree to extend the term of the Agreement for one (1) additional year, with a new expiration date of June 30, 2010.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

Section 1. Section 3.1 of the Agreement is amended to read as follows:

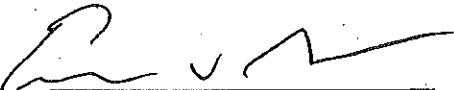
"3.1 Term. Unless earlier terminated in accordance with Section 3.2 of this Agreement, this Agreement shall continue in full force and effect through June 30, 2010.


Section 2. All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates stated below:

CITY OF NORWALK

NATIONWIDE ENVIRONMENTAL SERVICES (Joe's Sweeping, Inc.)

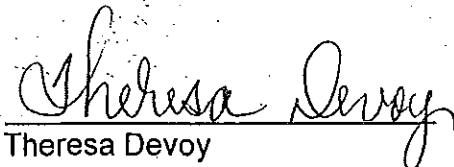
By: 
Ernie V. Garcia
City Manager


By: 
Never Samuelian
President

Date: 6-22-09

Date: June 12, 2009

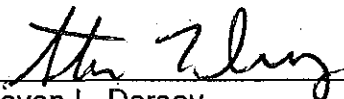
ATTEST:

By: 
Theresa Devoy
City Clerk

By: 
Name: Ani Samuelian
Title: Vice President

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

APPROVED AS TO FORM:


Steven L. Dorsey
City Attorney

**AMENDMENT NO. 2 TO
BUS STOP MAINTENANCE SERVICES AGREEMENT**

This Amendment No. 2 ("Amendment") is entered into as of May 4, 2010, by and between the **CITY OF NORWALK**, a municipal corporation, hereinafter designated as the "City," and **NATIONWIDE ENVIRONMENTAL SERVICES**, a division of Joe's Sweeping, Inc., hereinafter designated as the "Contractor."

RECITALS

- A. On March 31, 2008, City and Contractor entered into an agreement wherein Contractor agreed to perform bus stop maintenance services for City ("Agreement");
- B. On June 2, 2009, the parties amended the agreement to extend the term through June 30, 2010; and
- C. The parties desire to further amend the Agreement to extend the term through June 30, 2013.

NOW THEREFORE, the parties hereby agree as follows:

Section 1. Section 3.1 of the Agreement is amended to read as follows:

"3.1 Term. Unless earlier terminated in accordance with Section 3.2, this Agreement: (i) shall continue in full force and effect through June 30, 2013."

Section 2. Section 2.3 of the Agreement is added to read as follows:

"2.3. Payment Adjustment. Prior to July of each year, the City Council will consider, but is not required to approve, a price adjustment equal to the lesser of 5% or the percentage increase or decrease for the prior year in the Consumer Price Index ("CPI") for All Urban Consumers, All Items, Los Angeles-Riverside-Orange County CMSA as published by the U.S. Department of Labor, Bureau of Labor Statistics (1982-84=100, as a base). Consideration of a price adjustment will be based on comparing the CPI of May of each year. If the CPI is no longer published, the consideration will be based on a replacement index generally recognized as a successor index, or, if there is none, any other index City reasonably selects. If the CPI is changed so that the base year(s) differ from the 1982-84 base years, the CPI shall be converted using the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. The monthly compensation shall never be less than \$9,961.31."

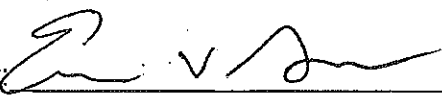
Section 3. Section 3.2 of the Agreement is amended to read as follows:

"3.2 Termination. Either party may terminate this Agreement by giving the other party ninety (90) days advance notice."

Section 4. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates stated below:

CITY OF NORWALK

By: 
Ernie V. Garcia
City Manager

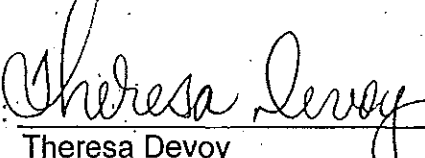
Date: 6-18-10


NATIONWIDE ENVIRONMENTAL SERVICES (Joe's Sweeping, Inc.)

By: 
Never Samuelian
President

Date: 6-14-2010


ATTEST:

By: 
Theresa Devoy
City Clerk

By: 
Name: Ani Samuelian
Title: Vice President

(Please note, two signatures required for corporations pursuant to California Corporations Code Section

APPROVED AS TO FORM:

By: 
Steven L. Dorsey
City Attorney

**AMENDMENT NO. 3 TO
BUS STOP MAINTENANCE SERVICES AGREEMENT**

This Amendment No. 3 ("Amendment") is entered into as of May 7, 2013, by and between the **CITY OF NORWALK**, a municipal corporation, hereinafter designated as the "City," and **NATIONWIDE ENVIRONMENTAL SERVICES**, a division of Joe's Sweeping, Inc., hereinafter designated as the "Contractor."

RECITALS

- A. On March 31, 2008, City and Contractor entered into an agreement wherein Contractor agreed to perform bus stop maintenance services for City ("Agreement");
- B. On June 2, 2009, the parties executed Amendment No.1 to the Agreement, which extended the term through June 30, 2010;
- C. On May 4, 2010, the parties executed Amendment No. 2 to the Agreement, which extended the term through June 30, 2013; and
- D. The parties desire to extend the term of the Agreement by five additional years from July 1, 2013 through June 30, 2018.

NOW THEREFORE, the parties hereby agree as follows:

Section 1. Section 3.1 of the Agreement is amended to read as follows:


"3.1 Term. Unless earlier terminated in accordance with Section 3.2, this Agreement: (i) shall continue in full force and effect through June 30, 2018."

"3.3 Extension of Term. The term of this agreement may be extended for additional five year (5) periods upon mutual agreement by the City Council of the City and the authorized representatives of the Contractor.

Section 2. All other provisions of the Agreement shall remain in full force and effect.

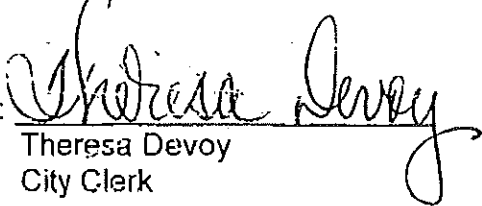
IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates stated below:

CITY OF NORWALK

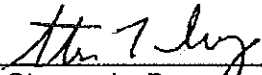
By: 
Michael J. Egan
City Manager

Date: 5-20-13

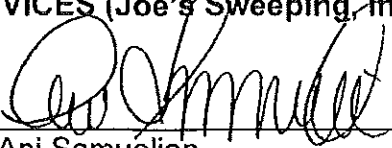
ATTEST:

By: 
Theresa Devoy
City Clerk

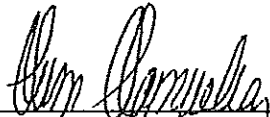
APPROVED AS TO FORM:

By: 
Steven L. Dorsey
City Attorney

NATIONWIDE ENVIRONMENTAL SERVICES (Joe's Sweeping, Inc.)

By: 
Ani Samuelian
Vice President

Date: 5/13/2013

By: 
Name: Suzy Samuelian
Title: Secretary

(Please note two signatures required for corporations pursuant to California Corporations Code Section

EXHIBIT C

Proposition A and Proposition C Guidelines

GUIDELINES

Proposition A and Proposition C LOCAL RETURN



Metro

Metro Board Approved
FY 2006-07

**PROPOSITION A AND PROPOSITION C
DISTRIBUTION**

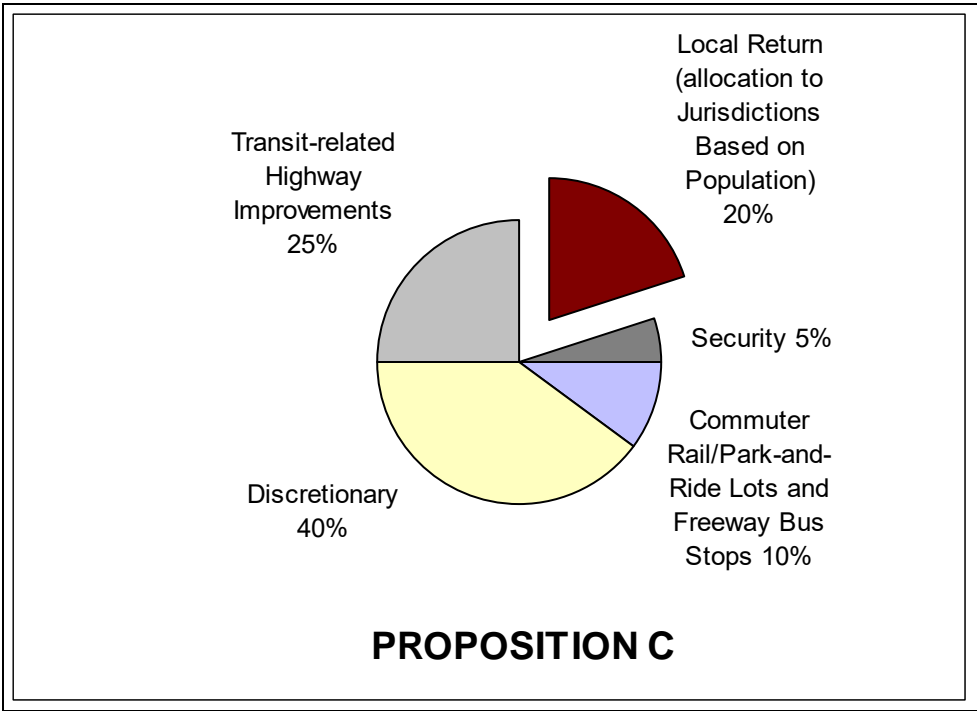
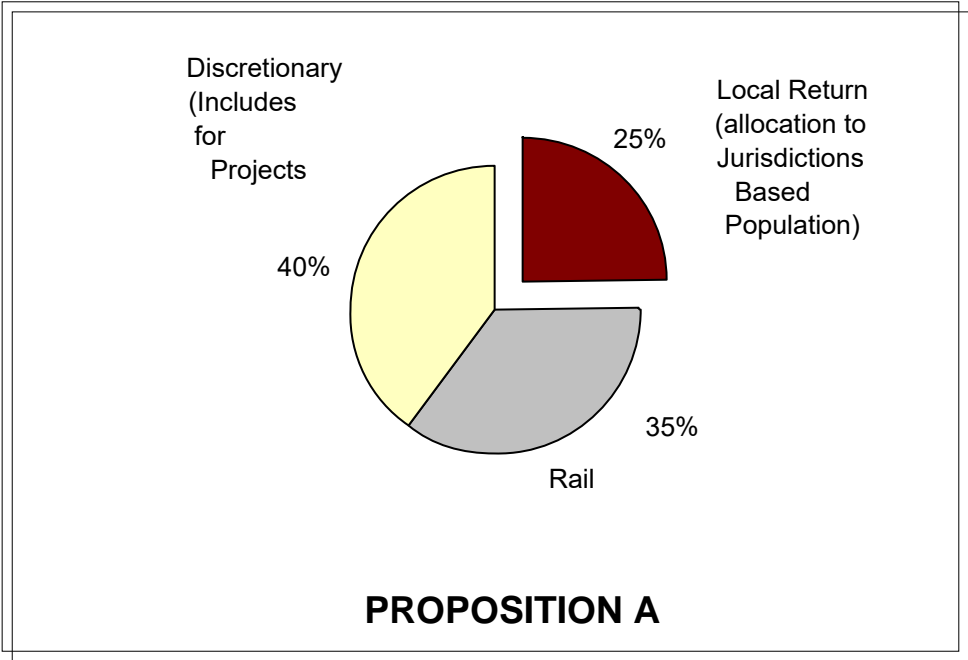


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I. PROGRAM SUMMARY

A. INTRODUCTION

The Proposition A and Proposition C Programs are funded by two 1/2 cent sales tax measures approved by Los Angeles County voters to finance a Transit Development Program. The Proposition A tax measure was approved in 1980 and the Proposition C tax measure was approved in 1990. Collection of the taxes began on July 1, 1982, and April 1, 1991, respectively.

Twenty-five percent of the Proposition A tax and twenty percent of the Proposition C tax is designated for the Local Return (LR) Program funds to be used by cities and the County (Jurisdictions) in developing and/or improving public transit, paratransit, and the related transportation infrastructure.

LR funds are allocated and distributed monthly to Jurisdictions on a "per capita" basis by the Los Angeles County Metropolitan Transportation Authority (Metro).

1. PROPOSITION A LOCAL RETURN FUNDS

The Proposition A Ordinance requires that LR funds be used exclusively to benefit public transit. Expenditures related to fixed route and paratransit services, Transportation Demand Management, Transportation Systems Management and fare subsidy programs that exclusively benefit transit are all eligible uses of Proposition A LR funds. Proposition A LR funds may also be traded to other Jurisdictions in exchange for general or other funds.

2. PROPOSITION C LOCAL RETURN FUNDS

The Proposition C Ordinance directs that the LR funds also be used to benefit public transit, as described above, but provides an expanded list of eligible project expenditures including, Congestion Management Programs, bikeways and bike lanes, street improvements supporting public transit service, and Pavement Management System projects. Proposition C funds cannot be traded.

The tables in Appendix I, page 36, summarize the Proposition A and Proposition C LR Programs and the respective eligible project expenditures.

B. GENERAL PROVISIONS CONCERNING PROPOSITION A AND PROPOSITION C LOCAL RETURN EXPENDITURES

Jurisdictions are required to use LR funds for developing and/or improving public transit service. As a general rule, an expenditure that is eligible for funding under one or more existing state or federal transit funding programs would also be an eligible LR fund expenditure provided that the project does not duplicate an existing regional or municipal transit service, project or program.

Allocation of LR funds to and expenditure by Jurisdictions shall be subject to the following conditions:

1. **TIMELY USE OF FUNDS**

Metro will enforce regulations to insure the timely use of LR funds. Under the Proposition A and Proposition C Ordinances, Jurisdictions have three years to expend LR funds. Funds must be expended within three years of the last day of the fiscal year in which funds were originally allocated. Therefore, by method of calculation, each Jurisdiction has the Fiscal Year of allocation plus three years to expend Proposition A and/or Proposition C funds. For example, a Jurisdiction receiving funds during FY 2005-06 must expend those funds, and any interest or other income earned from Proposition A and/or Proposition C projects, by June 30, 2009.

2. **AUDIT OF PROPOSITION A AND PROPOSITION C FUNDS**

Jurisdictions shall annually account, through a fiscal and compliance audit, to Metro on the use of LR funds. The Audit Section, (Section V, page 33), details Project Expenditure Criteria, Allowable Costs, Audit Deliverables, and Administrative Accounting Procedures.

3. **INELIGIBLE USE OF FUNDS**

If LR funds have been expended prior to Metro approval and/or used for ineligible purposes, Jurisdictions will be required to reimburse their Proposition A or C LR account, including interest and/or earned income, as indicated in the Audit Section (page 33).

Stand alone projects, such as, lighting, landscaping, traffic signals, storm drains, or Transportation Planning projects unrelated to an eligible project, are not eligible.

4. **STANDARD ASSURANCES**

If a new Jurisdiction is formed within Los Angeles County, Metro will require that a Standard Assurances and Understanding agreement be submitted prior to participation in the LR Program. A sample Standard Assurance and Understanding Agreement form is included as Appendix II (see page 37).

C. **PROPOSITION A AND PROPOSITION C FORMS AND SUBMITTAL REQUIREMENTS**

To maintain eligibility and meet LR Program compliance requirements, Jurisdictions shall submit a Project Description (Form A) as required, an Annual Project Update (Form B) and Annual Expenditure Report (Form C). Form submittal information is detailed in the Administrative Process section, page 21. Sample forms along with instructions for their completion are included as Appendix VIII (page 49). An electronic version is available on the website @www.Metro.net (under Projects/Programs; Local Return Program).

Project Description Form (Form A)

Jurisdictions shall submit for approval a Project Description Form prior to the expenditure of funds for: 1) a new project; 2) a new route; 3) a 25 percent change (increase or decrease) in route or revenue vehicle miles for an established LR funded transit service; 4) a 0.75 miles or greater service change that duplicates/overlays an existing transit service; or 5) a 25 percent or greater change in an approved LR project budget or scope on all operating or capital LR projects.

Annual Project Update (Form B)

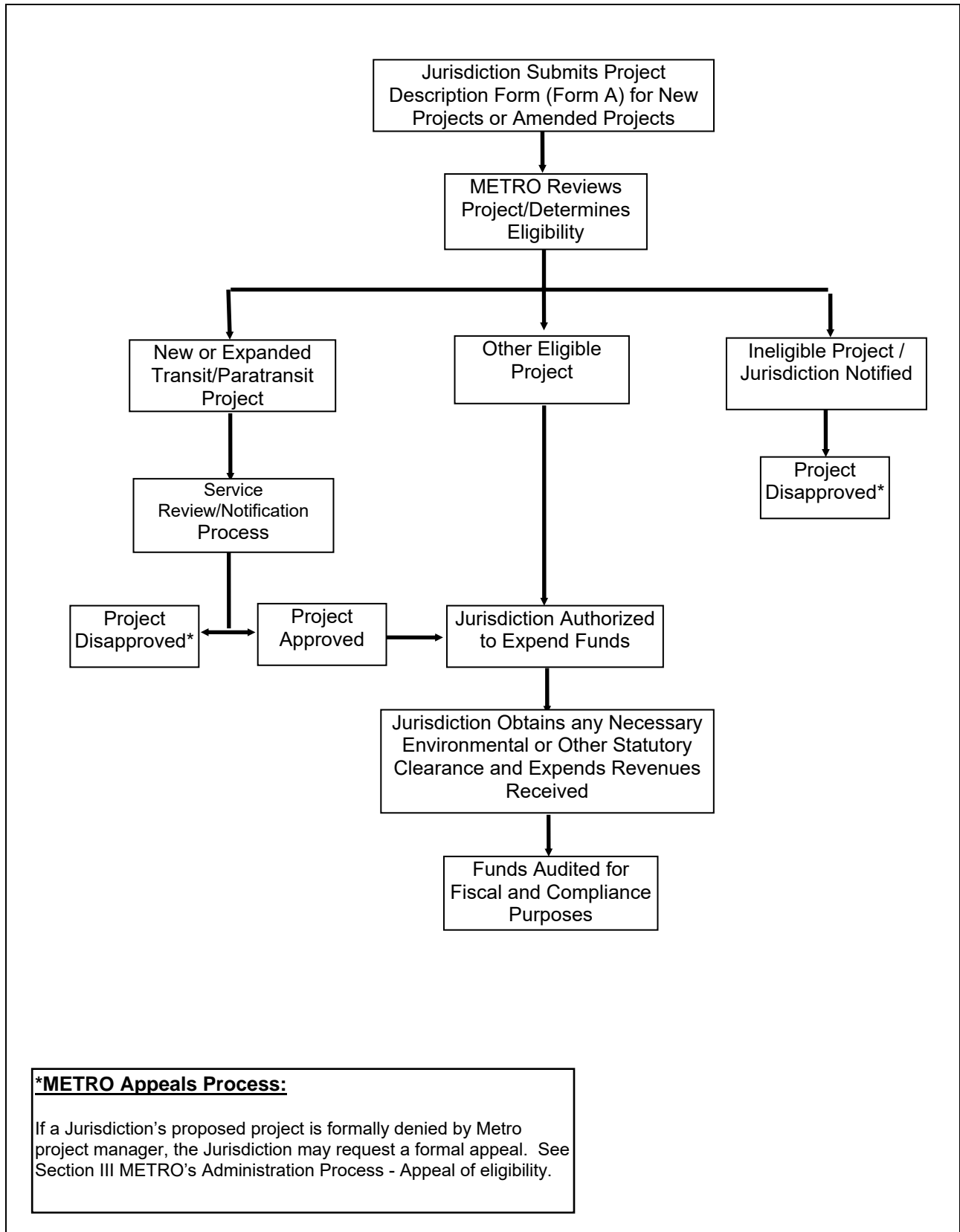
Jurisdictions shall submit on or before August 1 of each fiscal year an Annual Project Update to provide current information on all approved on-going and carryover LR projects. Metro will review and accept or return the report for changes. Cities shall report the anticipated expenditure cash flow amounts for the covered fiscal year.

Annual Expenditure Report (Form C)

On or before October 15th of each fiscal year, the Jurisdictions shall submit an Annual Expenditure Report to provide an update on previous year LR fund receipts and expenditures.

The following provides a summary of form use and due dates:

<u>FORM</u>	<u>DETERMINATION</u>	<u>DUE DATE</u>
Project Description Form - Form A	New and amended projects	Any time during the year
Annual Project Update - Form B	All on-going and/or capital (carryover) projects	August 1 st of each year
Annual Expenditure Report - Form C	Report expenditures	October 15 th of each year



***METRO Appeals Process:**
 If a Jurisdiction's proposed project is formally denied by Metro project manager, the Jurisdiction may request a formal appeal. See Section III METRO's Administration Process - Appeal of eligibility.

II. **PROJECT ELIGIBILITY**

The Proposition A and Proposition C Ordinances specify that LR funds are to be used for “public transit purposes” as defined by the following: “A proposed expenditure of funds shall be deemed to be for public transit purposes to the extent that it can reasonably be expected to sustain or improve the quality and safety of and/or access to public transit services by the general public or those requiring special public transit assistance”.

For simplification and user ease, project categories that share common eligibility requirements and/or project code designations are defined and listed as either Proposition A and Proposition C Eligible, Proposition A Exclusive, or Proposition C Exclusive. Local Return can be used as a match to grant programs such as the Metro Call for Projects, the Safe Routes to School, and the Hazard Elimination and Safety programs, so long as the projects are LR eligible. Note: The following project eligibility criteria provide for general guidance only and are not the sole determinant for project approval. The authority to determine the eligibility of an expenditure rests solely with Metro. Jurisdictions may appeal projects deemed ineligible as described in Section III, Metro’s Administrative Process, page 23.

A. **ELIGIBLE USES OF PROPOSITION A AND PROPOSITION C**

1. **PUBLIC TRANSIT SERVICES - OPERATING (Codes 110,120, 130 & 140)**

New or expanded Transit or Paratransit services are subject to review under the Service Coordination Process (SCP) as detailed in Section III, page 24. The process will, in part, determine the proposed service’s compatibility with the existing regional bus transit system provided by Metro and services provided by the municipal transit operators. Metro may request that modification be made to proposed services that duplicate or compete with existing services. Proposed services must also meet the criteria outlined under Non-exclusive School Service and Specialized Transit discussed on the following page. Note that Emergency Medical Transportation is not an eligible use of LR funds.

Examples of Fixed Route, Paratransit, and Recreational Transit Service projects follow:

1.1 **FIXED ROUTE SERVICE** **(Project Code 110)**

- New fixed route or Flexible Destination bus service
- Extension or augmentation of an existing bus route(s)
- Contracting with a transit operator or private provider for commuter bus service
- Contracting with a transit in an adjacent county to provide transit within Los Angeles County
- Operating subsidy to existing municipal or regional bus operator
- Service enhancements related to Bus/rail Interface
- ADA improvements to fixed route operations
- Shuttle service between activity centers

1.2 PARATRANSIT SERVICE (Project Codes 120 & 130)

- Expansion/ coordination of existing paratransit service
- Subsidized, shared-ride taxi service for disadvantaged residents
- Taxi coupon programs used to provide intermittent or temporary capacity to support paratransit systems for senior and disabled patrons
- New paratransit service
- General public paratransit service
- ADA-related improvements to paratransit operations

Non-Exclusive School Service

Fixed-route bus services or Demand-responsive services available to the general public, which also provide school trips, are eligible for LR funding. Exclusive school bus services are not eligible. **Projects must meet the following conditions:**

- The bus Vehicles utilized cannot be marked "School Bus" or feature graphics that in any way indicate they are not available to the general public. Yellow paint schemes should not be for the specific purpose of meeting the vehicle code definition of a school bus
- The bus Head Sign is to display its route designation by street intersection, geographic area, or other landmark/destination description and cannot denote "School Trip" or "Special." In cases where the service includes an alternate rush-hour trip to provide service by a school location, the dashboard sign is to indicate the line termination without indicating the school name
- Timetables for such services will be made available to the general public, shall provide the given schedule and route but must not be labeled "school service"
- Drivers must be instructed that such service is available to the general public and board and alight all passengers as required at designated stops
- The same fare payment options must be made available to all users
- The overall transportation service provided in the Jurisdiction must not be for school service hours only

Specialized Public Transit

Metro will approve special-user group service or social service transit where it can be incorporated into the existing local transit or paratransit program. Jurisdictions must demonstrate that existing services cannot be modified to meet the identified user need. Projects must meet the following conditions:

- The special user group identified does not discriminate on the basis of race, religion, sex, disability or ethnicity
- Service shall be available to all members of the general public having that specialized need and not be restricted to a specific group or program
- Service shall be advertised to the general public
- Metro may require, as a condition of approval, inter-jurisdictional project coordination and consolidation
- LR funds may only be used for the transportation component of the special user group program, i.e., direct, clearly identifiable and auditable

transportation costs, excluding salaries for specialized escorts or other program aides

- The designated vehicle(s) used must be made available for coordination with other paratransit programs if space permits

1.3 RECREATIONAL TRANSIT SERVICE (Project Code 140)

Jurisdictions shall submit a listing of Recreational Transit Services no later than October 15 after the fiscal year. Recreational Transit Service projects must meet the following conditions:

- Travel within the area of Los Angeles, Orange and Ventura Counties, and portions of Kern, Riverside and San Bernardino Counties (see map Appendix VII, page 48) are eligible expenditures. Trip segments to areas shown on the proportionately eligible areas of the map must be funded through other sources. Trips to locations not within either the eligible or proportionately eligible area are not eligible.
- Trips may be limited to certain general age groups (e.g., children under 18, senior citizens, persons with disabilities), however, trips must be made available to all individuals within that designated group.
- Special events or destinations (e.g., city parks, concerts, special events) may be served, however, all members of the general public including individuals with disabilities must be allowed to use, the service.
- LR funds may not be used to pay the salaries of recreation leaders or escorts involved in recreational transit projects.
- All recreational transit trips must be advertised to the public, such as through newspapers, flyers, posters, and/or websites.

2. BUS STOP IMPROVEMENTS AND MAINTENANCE (Codes 150, 160 & 170)

Examples of eligible Bus Stop Improvement and Maintenance projects include installation/replacement and/or maintenance of:

- Concrete landings - in street for buses and at sidewalk for passengers
- Bus turn-outs
- Benches
- Shelters
- Trash receptacles
- Curb cuts
- Concrete or electrical work directly associated with the above items

Amenities shall be integral to the bus stop. Improvements must be located within 25 feet of the bus stop signpost, or have one edge or end within that area. At high volume stops, where more than one bus typically uses the stop at a time, improvements must be placed at the immediate locations where buses normally stop.

Curb cuts may be located on or adjacent to street segments (blocks) with bus stops.

Conditions:

Jurisdictions shall coordinate bus stop improvements (excluding curb cuts) with effected Transit Operators. A letter of coordination must be submitted with the Project Description Form. Jurisdictions that propose replacing privately owned benches or shelters must notify the Operator before requesting City Council project approval. The Operator shall have seven (7) days to respond to the notification before the Jurisdiction takes further action.

3. PUBLIC TRANSIT - CAPITAL (Project Codes 180, 190 & 200)

Public Transit Capital projects will be approved only for the percentage of vehicle or equipment use, as determined by Metro staff, exclusive to public transit service.

A list of sample Public Transit Capital projects follows:

- a. Vehicles/parts purchases and repairs
 - Transit vehicles for passenger service
 - Mechanical parts and supplies for buses or vans
 - Non-revenue support vehicles, such as supervisor’s cars, service trucks
 - ADA-related improvements to vehicles
 - Retrofits or additions to buses or vans, such as lifts, fare boxes, or radios
 - Security equipment, for example, cameras on buses
- b. Equipment
 - New or modified transit maintenance facilities
 - Maintenance equipment for new or existing transit or paratransit operations
 - Office equipment and furnishings for new and existing transit and paratransit operations

NOTE: Jurisdictions shall reimburse their LR Account, in the amount of the current appraised value or purchase price from resale, for Public Transit Capital projects no longer used for public transit purposes.

4. TRANSPORTATION SYSTEMS MANAGEMENT (TSM) (Project Code 210)

TSM projects are relatively low-cost, non-capacity-enhancing traffic control measures that serve to improve vehicular (bus and car) flow and/or increase safety within an existing right-of-way. Proposals must include an element demonstrating the project’s benefit to public transit. **A list of sample TSM projects follows:**

- Reserved bus lanes (no physical separation) on surface arterials
- Contra-flow bus lanes (reversible lanes during peak travel periods)
- Ramp meter by-pass (regulated access with bus/carpool unrestricted entry)
- Traffic signal priority for buses (to allow approaching transit vehicles to extend green phase or change traffic signal from red to green)
- Preferential turning lanes for buses
- Other traffic signal improvements that facilitate bus movement

If a Local Return funded project is or has an Intelligent Transportation System (ITS) component, it must be consistent with the Regional ITS Architecture. ITS projects must comply with the Countywide ITS Policy and Procedures adopted by

the Metro Board including the submittal of a completed, signed self-certification form. Please go to <http://RIITS.net/RegITSDocs.html> and choose “Los Angeles Countywide ITS Policy and Procedures Document” or see Appendix VI (page 45) for information on Countywide ITS Policy and Procedures, and the self-certification form.

5. TRANSIT SECURITY (Project Codes 220 & 230)

Transit Security projects may include Transit Safety, Security Operations and Safety Education Programs, provided that they demonstrate a direct benefit to public transit service and do not supplant general law enforcement programs.

A list of sample Transit Security Programs follows:

- Local police deployment for direct and specific transit security
- Private security (state licensed) deployment for transit security
- Contracted police services for direct and specific transit security
- Capital improvements for transit security
- Innovative and/or advanced technology transit security
- Community-based policing activities in direct support of transit security
- Security awareness, graffiti prevention, Safety education and/or crime prevention programs
- Transit security at commuter rail stations and park and ride facilities

NOTE: Jurisdictions are encouraged to participate in existing local and regional transit security efforts, which should be coordinated through Metro.

6. FARE SUBSIDY (Project Codes 240 & 250)

Fare Subsidy programs provide residents within Jurisdictions a discount fare incentive for using public transit. The method, amount of subsidy and user group(s) shall be determined by Jurisdictions. **A list of sample Fare Subsidy Programs follows:**

A list of sample Fare Subsidy Programs follows:

- User-side subsidies (buy down of passes, tickets, or coupons) for the general public or segments of the general public (i.e., elderly, individuals with disabilities, or low-income residents)
- Subsidy of bus/rail passes, tickets or tokens for transit riders-

7. TRANSPORTATION PLANNING (Project Code 270)

Planning, coordination, engineering and design costs incurred toward the implementation of eligible LR projects are eligible when the following conditions are met:

- The projects being planned (designed, coordinated, etc.) are LR eligible.
- Coordination includes: local jurisdictions’ start up costs or dues for Councils of Governments (COG’s) and Transportation Management Associations (TMA’s); advocacy; and funding for Joint Powers Authorities (JPA’s) by local jurisdictions or (COG’s).
- If some of a COG’s, TMA’s or JPA’s projects or activities are LR eligible and some are not, partial payment of dues must be made, in proportion to the organization’s budget for LR eligible projects.

- Proposition A must be used to plan for Proposition A eligible projects.
Proposition C must be used to plan for Proposition C eligible projects.

8. TRANSIT MARKETING (Project Code 280)

Transit Marketing projects may include:

- Transit user guides, maps, brochures
- Transit information Kiosks
- Transit information/pass sales centers
- New rider subsidy programs

9. PARK-AND-RIDE LOTS (Project Code 290)

Park-and-Ride Lot projects must be coordinated with Metro and appropriate affected transit operator(s). Additional justification including, for example, surveys or studies that provide a basis for determining the project's level of public transit use and related funding, may be requested prior to project evaluation.

Park-n-Ride Lot projects shall:

- be located adjacent to (no greater than 0.25 mile away from) a fixed route service bus stop, HOV lanes and/or rail stations.
- be located on unimproved land unless a specific Metro waiver is granted.
- have received environmental clearance by the Jurisdiction prior to Metro approval for construction funds
- require a letter from the affected transit operator(s) to the Jurisdiction and Metro, as reasonable assurance, that park-and-ride lot users will be assured of continued access to services.
- be used primarily by transit/rideshare patrons during commute hours.
- have appropriate exclusive-use signage posted and enforced.
- be open for general parking during non-transit use time, e.g., evenings and weekends, provided that transit user demands are not adversely impacted. All revenues, (for example, parking, advertising or related revenue) generated during the non-transit use time must be returned to the Jurisdictions' LR Account in the same proportion as the original LR investment in the facility. In the event that the facility ceases operation, the Jurisdiction shall be required to repay its LR Account as determined by the audit, see page 33.

10. TRANSIT FACILITIES/TRANSPORTATION ENHANCEMENTS (TE) (Project Codes 300 & 310)

Examples of Transit Facility projects include:

- Bus-only transit malls or stations
- Transit/paratransit accessible Transfer Centers that feature, for example, shelters, telephones, information displays/centers, and other related amenities)
- Eligible as match to TE grants.
- Eligible projects may include building rehabilitation and restoration for transit-related purposes.
- Project itself must be LR eligible.

Conditions:

Jurisdictions shall submit a project budget and scope of work that specifies the proposed facility’s public transit and, if applicable, joint development. Additional documentation may be required to determine project eligibility and level of funding.

If the facility ceases to be used for public transit purposes, LR funds used toward land purchase for a facility must be returned at the original purchase price or present appraised value, whichever is greater, to the Jurisdiction’s LR Account. Repayment of facility expenditures shall be based on the schedule outlined on page 31.

Prior to land and/or facility purchases, Jurisdictions shall provide the following:

- Documentation of the financial resources for facility implementation, operation and maintenance
- Assurance(s) from the affected transit carrier(s) to provide facility service
- Land appraisal
- Assurance that the Jurisdiction will proceed with the project per the implementation schedule outlined in the application
- Environmental clearance in conformance with, wherever applicable, all local, state and federal requirements. Jurisdictions preparing an Environmental Impact Report (EIR) must coordinate with Metro Regional Transportation Planning and Development Department.

11. METRO RAIL CAPITAL (Project Codes 320)

Metro Rail Capital projects may include, for example, Metro Red, Blue, Green, or Gold Line or Mid-City Exposition Light Rail Transit station or line improvements, local match toward Metro Rail Capital projects, Metro Art or related Metro Rail enhancements.

12. RIGHT-OF-WAY IMPROVEMENTS (Project Code 350)

Right-of-Way Improvements or land purchases must be coordinated through Metro to ensure consistency with adopted regional corridors, priorities or preferred alignments. Right-of-Way Improvement project proposals must also demonstrate direct, quantifiable, environmental and/or economic benefit to given LR-eligible projects.

13. COMMUTER RAIL (Project Codes 360 & 370)

Rail (commuter system and station enhancement) projects must be consistent with Metro’s existing and planned program of rail projects. Eligible project may include match to TE grants for building rehabilitation and restoration for transit-related purposes. Project itself must be LR eligible. **Examples of Rail projects include:**

- Signal upgrades at rail crossings
- Signage and marketing materials to promote increased commuter rail ridership
- Landscaping, lighting, fencing and environmental enhancements at or along commuter rail facilities

- System safety
- Safety education programs
- Commuter rail station operating, maintenance, insurance, or other station-related costs
- Commuter rail station capital costs

14. CAPITAL RESERVE (Project Code 380)

A Capital Reserve project provides Jurisdictions the opportunity to accumulate LR funds (over and above the year of allocation and three year expenditure requirement see page 30, Timely Use of Funds) to finance a large project. Projects are limited to construction of bus facilities, bus purchases, transit centers, park-and-ride lots, construction of major street improvements or rail projects along Metro's planned and adopted rail corridors.

A Capital Reserve project constitutes a long-term financial and planning commitment. For specific information on the Capital Reserve approval process, see Section III, Metro's Administration Process, page 26.

15. DIRECT ADMINISTRATION (Project Code 480)

Direct Administration is defined as those fully burdened costs which are directly associated with administering Local Return program or projects, and includes salaries and benefits, office supplies and equipment, and other overhead costs.

Direct Administration project conditions:

- All costs shall be associated with developing, maintaining, monitoring, coordinating, reporting and budgeting specific LR project(s)
- Expenditures must be reasonable and appropriate to the activities undertaken by the locality
- The administrative expenditures for any year shall not exceed 20 percent of the total LR annual expenditures, based on year-end expenditures, and will be subject to an audit finding if the figure exceeds 20%;
- The annual expenditure figure will be reduced by fund trades to other cities and/or funds set aside for reserves; conversely, the annual expenditure figure will be increased by expenditure of reserves or LR funds received in fund exchanges;
- Jurisdictions are required to report all administrative charges to Direct Administration in order to verify compliance of 20% administration cap.

16. OTHER (Project Code 500)

Projects that do not fit under any of the project codes, but are for public transit purposes, may be included in the "other" category. Note that "public transit purposes" are defined as follows: "A proposed expenditure of funds shall be deemed to be for public transit purposes to the extent that it can reasonably be expected to sustain or improve the quality and safety of and/or access to public transit services by the general public or those requiring special public transit assistance".

B. EXCLUSIVE USES OF PROPOSITION A FUNDS

Projects listed below are eligible for Proposition A LR funding only. Jurisdictions must certify that all project conditions will be met and include all supporting documents with submittal of the Form A. Stand alone amenities such as traffic signals, landscaping and storm drains are ineligible. Note: The following project eligibility criteria provide general guidance only and are not the sole determinant for project approval. The authority to determine the eligibility of an expenditure rests solely with Metro. Jurisdictions may appeal projects deemed ineligible as described in Section III, page 23.

1. SIGNAL SYNCHRONIZATION (Project Code 400)

Signal Synchronization projects must meet the following eligibility conditions:

- Bus priority must be included as an element of the project
- The project arterial must be used by a minimum of ten transit buses, counted bi-directionally, per hour, or five buses hourly in each direction
- Projects may be implemented only on major arterials
- Documentation of coordination with affected public transit operators is required for approval (e.g., correspondence between the Jurisdiction and the transit operator with written concurrence between the transit operator and Metro)
- Local return funds shall not be used to alter system/signal timing that was implemented under a traffic forum project/grant unless coordinated with all affected jurisdictions in the corridor.

If a Local Return funded project is or has an Intelligent Transportation System (ITS) component, it must be consistent with the Regional ITS Architecture. ITS projects must comply with the Countywide ITS Policy and Procedures adopted by the Metro Board including the submittal of a completed, signed self-certification form. Please go to <http://RIITS.net/RegITSDocs.html> and choose “Los Angeles Countywide ITS Policy and Procedures Document” or see Appendix VI (page 45) for information on Countywide ITS Policy and Procedures, and the self-certification form.

2. FUND EXCHANGE (Project Code 405)

Proposition A funds may be given, loaned, or exchanged by Jurisdictions provided that the following conditions are met:

- Participants are responsible for insuring that the traded funds will be utilized for public transit purposes
- The exchange of funds should not result in a net loss of revenues available for public transit in Los Angeles County (i.e., trade of Proposition A funds for farebox or other transit revenues)
- Traded Proposition A LR funds retain their original date of allocation and lapse date. Jurisdictions submitting Fund Exchange projects shall note the year of allocation on their Form A so that the fund lapse policy may be monitored.

In addition, Jurisdictions shall provide the following detail in submitting Fund Exchange projects for approval:

- Source of funds to be exchanged
- Fund amounts to be exchanged
- Period of exchange
- Assurance that the end use of Proposition A LR funds will be for eligible transit uses
- Provision for circumstances should source of funds (one or both) become unavailable during the exchange period.
- Certification by participating Jurisdictions (e.g. City Council action)

A sample Fund Exchange Agreement is included in Appendix V page 43.

NOTE: Jurisdictions participating as the “seller” in a Proposition A Fund Exchange projects will, for two years from the date of transaction, be subject to disqualification or reduced project application scores in the Transportation Improvement Program (TIP) Call for Projects.

3. TRANSPORTATION DEMAND MANAGEMENT (Project Code 410)

Transportation Demand Management (TDM) projects are defined as strategies/actions intended to influence the manner in which people commute, resulting in a decrease in the number of vehicle trips made and vehicle miles traveled during peak travel periods.

TDM projects funded by Proposition A require a public transit element and will be evaluated on their projected impact on reduction of single-occupancy vehicle trips, corresponding vehicle miles traveled, and potential to increase transit use.

A list of sample TDM projects follows:

- Formation and operation of vanpool and/or vanpool incentive programs, including ride matching programs (must be made available to all employers and/or residents within the Jurisdiction boundaries)
- Community-based shuttles for employees as long as such services complement existing transit service
- Parking Management incentive programs, such as, parking cash outs or parking pricing strategies
- Employer or citizen ride-matching programs and subsidies
- Formation or ongoing operation of a Transportation Management Association to administer and market local TDM programs (provided that the 20 administrative cost stipulated for Proposition A and Proposition C is not exceeded)
- Transit and TDM-related activities required by the Congestion Management Program (CMP) including: preparation of TDM ordinances; administration and implementation of transit or TDM-related projects pursuant to CMP deficiency plans; and monitoring of transit standards by transit operators
- Funding Transportation Management Organization's (TMO) insurance costs or individual employer's vanpool programs under the umbrella vehicle insurance policy of the Jurisdiction

- Providing matching funds for LR eligible Safe Routes to School projects.

Jurisdictions are encouraged to adopt monitoring and evaluation performance standards for funding TDM projects. Jurisdictions are encouraged to utilize regionally adopted standards, and demonstrate, for example, how AQMD trip reduction targets are addressed through the TDM measure.

In conformity with regional, state and federal air quality objectives, Metro encourages use of alternative-fuel vehicles (e.g. LNG, CNG, Methanol) for any TDM-related shuttle, vanpool or paratransit vehicles.

If a Local Return funded project is or has an Intelligent Transportation System (ITS) component, it must be consistent with the Regional ITS Architecture. ITS projects must comply with the Countywide ITS Policy and Procedures adopted by the Metro Board including the submittal of a completed, signed self-certification form. Please go to <http://RIITS.net/RegITSDocs.html> and choose “Los Angeles Countywide ITS Policy and Procedures Document” or see Appendix VI (page 45) for information on Countywide ITS Policy and Procedures, and the self-certification form.

C. **EXCLUSIVE USES OF PROPOSITION C FUNDS**

Projects listed below are eligible for Proposition C LR funding only. Jurisdictions must certify that all project conditions will be met and include all supporting documents with submittal of the Form A. Jurisdictions are encouraged to use LR funds for improved public transit services and for multi-jurisdictional cooperation of arterial traffic signal control operations. Agency costs for operating a centralized traffic signal system, including those costs linked to a local agency’s participation in the countywide Information Exchange Network (IEN), are now eligible for reimbursement. Stand alone amenities such as landscaping and storm drains are ineligible. Note: The following project eligibility criteria provide for general guidance only and are not the sole determinant for project approval. The authority to determine the eligibility of an expenditure rests solely with Metro. Jurisdictions may appeal projects deemed ineligible as described in Section III, page 23.

1. **SIGNAL SYNCHRONIZATION & TRAFFIC MANAGEMENT (Project Code 400)**

Synchronized Signalization projects must meet the following conditions:

- Projects shall be implemented only on major arterials.
- Operation costs associated with centralized traffic signal control systems, including updating traffic signal coordination timing and costs associated with multi-jurisdictional or inter-community systems, (such as the IEN or ATSAC/ATCS) or with transit signal priority systems, are eligible. Costs may include: lease lines for communication; software licenses and maintenance; hardware maintenance, maintenance and repair of hardware, vehicle detection devices and interconnect lines; warranties; and upgrades and enhancements for software or hardware. Cities shall coordinate the signal timing or systems with other affected jurisdictions.

- The major arterial targeted for implementation must have full-sized transit buses operating on regularly scheduled fixed routes.
- Documentation of coordination with affected public transit operators is required for approval (e.g., correspondence between the Jurisdiction and the transit operator with written concurrence from the transit operator to Metro)
- Local return funds shall not be used to alter system/signal timing that was implemented under a traffic forum project/grant unless coordinated with all affected jurisdictions in the corridor.

Installation or modification of traffic signals which are not part of a larger transit project are not eligible, except as detailed in this section. Maintenance and replacement of traffic signals are not eligible.

Traffic signal projects will be reviewed and considered on a case by case basis to evaluate the transit benefit of the project. The following information may be requested and evaluated, depending on the type of traffic signal project:

- Number of transit boardings at the affected transit stop or station
- Transit patrons as a proportion of pedestrian volume
- Transit vehicles as a proportion of vehicle flow
- Letter from affected transit operator requesting and justifying traffic signal installation or modification
- Proximity of proposed signal to transit stop or station
- The affected transit stop(s) must be served by transit with 15 minute or greater frequency to be eligible.
- Proximity to adjacent controlled intersection

Based on the review, all or a proportion of the project costs may be eligible for Local Return funds.

If a Local Return funded project is or has an Intelligent Transportation System (ITS) component, it must be consistent with the Regional ITS Architecture. ITS projects must comply with the Countywide ITS Policy and Procedures adopted by the Metro Board including the submittal of a completed, signed self-certification form. Please go to <http://RIITS.net/RegITSDocs.html> and choose “Los Angeles Countywide ITS Policy and Procedures Document” or see Appendix VI (page 45) for information on Countywide ITS Policy and Procedures, and the self-certification form.

2. TRANSPORTATION DEMAND MANAGEMENT (Project Code 410)

Transportation Demand Management (TDM) projects are defined as strategies/actions intended to influence the manner in which people commute, resulting in a decrease in the number of vehicle trips made and vehicle miles traveled during peak travel periods.

TDM projects funded by Proposition C will be evaluated on their proposed impact on reduction of single-occupancy vehicle trips and corresponding vehicle miles traveled.

A list of sample TDM projects follows:

- Formation and operation of vanpool and/or vanpool incentive programs, including ride matching programs (must be made available to all employers and/or residents within the Jurisdiction boundaries)
- Community-based shuttles for employees as long as such services complement existing transit service
- Parking Management incentive programs, such as, parking cash outs or parking pricing strategies
- Employer or citizen ride-matching programs and subsidies
- Formation or ongoing operation of a Transportation Management Association to administer and market local TDM programs (provided that the 20% administrative cost stipulated for Proposition A and Proposition C is not exceeded)
- Transit and TDM-related activities required by the Congestion Management Program (CMP) including: preparation of TDM ordinances; administration and implementation of transit or TDM-related projects pursuant to CMP deficiency plans; and monitoring of transit standards by transit operators
- Funding Transportation Management Organization's (TMO) insurance costs or individual employer's vanpool programs under the umbrella vehicle insurance policy of the Jurisdiction
- Providing matching funds for LR eligible Safe Routes to School projects.

Jurisdictions are encouraged to adopt monitoring and evaluation performance standards for funding TDM projects. Jurisdictions are encouraged to utilize regionally adopted standards, and demonstrate, for example, how AQMD trip reduction targets are addressed through the TDM measure.

In conformity with regional, state and federal air quality objectives, Metro encourages use of alternative-fuel vehicles (e.g. LNG, CNG, Methanol) for any TDM-related shuttle, vanpool or paratransit vehicles.

If a Local Return funded project is or has an Intelligent Transportation System (ITS) component, it must be consistent with the Regional ITS Architecture. ITS projects must comply with the Countywide ITS Policy and Procedures adopted by the Metro Board including the submittal of a completed, signed self-certification form. Please go to <http://RIITS.net/RegITSDocs.html> and choose "Los Angeles Countywide ITS Policy and Procedures Document" or see Appendix VI (page 45) for information on Countywide ITS Policy and Procedures, and the self-certification form.

3. CONGESTION MANAGEMENT PROGRAM (CMP) (Project Code 420)

The following provides a list of sample CMP projects:

- Land use analysis as required by CMP
- Computer modeling as required to support CMP land use analysis
- Administration, monitoring and implementation of transit- or TDM-related projects as part of deficiency plans
- Monitoring of transit standards by transit operators

4. BIKEWAYS AND BIKE LANES (Project Code 430)

Bikeway projects include bikeway construction and maintenance, signage, information/safety programs, and bicycle parking, and must meet the following conditions:

- Shall be linked to employment or educational sites
- Shall be used for commuting or utilitarian trips
- Jurisdictions must have submitted a PMS Self Certification (see page 20, and Appendix III on page 39).

5. STREET IMPROVEMENT AND MAINTENANCE (Codes 440, 450 & 460)

Proposition C Local Return funds are to be used for the maintenance and improvements to street and highways used as public transit thoroughfares. Street Improvement and Maintenance Projects Capacity enhancements include repair and maintenance projects with a direct benefit to transit. **Projects must meet the following conditions and reporting requirements:**

A. CONDITIONS:

Public Transit Benefit

Projects must demonstrate a public transit benefit or be performed on streets “heavily used by public transit,” where such streets carry regularly-scheduled, fixed-route public transit service, and where service has operated for a minimum of one (1) year and there are no foreseeable plans to discontinue such service.

If there are no fixed-route systems within a Jurisdiction, or if all the streets supporting fixed-route systems are already in a satisfactory condition as documented by the required Pavement Management System (PMS), a Jurisdiction may use LR funds for street improvements and maintenance and repair on streets within their community on which they can demonstrate that public paratransit trips, that have been in service for a minimum of one year, concentrate.

The method of demonstrating heavy-use by paratransit vehicles is to document trip pick-up and drop-off locations, including street-routing, for a consecutive three month time period. The data will be used in making a determination on which street segments have heavy-use by this form of transit.

Pavement Management System (PMS)

If Proposition C LR funds are to be used for street improvement or maintenance, a jurisdiction must have a PMS in place, and use it. (See PMS code 470 for self certification requirements, page 20).

Maintenance of Effort (MOE) Requirement

The goal of the Proposition C LR Program is to improve transportation conditions, including the roadways upon which public transit operates. When used to improve roadways, the additional funds provided to local jurisdictions through the Proposition C LR Program are intended to supplement existing local revenues being used for road improvement purposes. Cities and counties shall maintain their existing commitment of local, discretionary funds for street and

highway maintenance, rehabilitation, reconstruction, and storm damage repair in order to remain eligible for Proposition C LR funds to be expended for streets and roads.

Metro will accept the State Controller's finding of a Jurisdiction's compliance with the California Streets and Highways Code as sufficient to demonstrate the required Maintenance of Effort during any fiscal year in which Proposition C LR funds are expended for streets and roads.

B. REPORTING REQUIREMENTS

Street maintenance, rehabilitation or reconstruction projects should be submitted individually. Jurisdictions shall submit a Project Description Form listing all new project street segments prior to undertaking each street maintenance or improvement project. Jurisdictions will be advised as to any eligible and ineligible street segments within 30 days of project submittal.

The projects must be reflected on subsequent Annual Project Update (Form B) submittals and Annual Expenditure Reports (Form C) until the project is completed or deleted from the work program. Once deleted, a segment must be re-submitted for approval if a new street maintenance project on the segment is subsequently planned.

Eligible Street Improvement and Maintenance Projects

1. Exclusive Bus Lane Street Widening

Such projects are for exclusive bus lanes (physically separated) on surface arterials.

2. Capacity Enhancement

Capacity Enhancement projects are level-of-service and/or capacity improvements capital projects. These projects must include a public transit element that is comprised of transit vehicles on streets that are "heavily used by transit." Examples of these projects include street widening or restriping to add additional lanes.

3. Street Repair and Maintenance

Eligible Street Repair and Maintenance projects are limited to pavement maintenance, slurry seals, and chip seals, pavement rehabilitation and roadway reconstruction. Required curb, gutter, and catch basin repair (storm drains) on streets "heavily used by transit" that are part of a rehabilitation or reconstruction project are eligible. Betterments are not eligible for LR funding.

4. Safety

Street improvement projects to increase safety are eligible, but must have a direct and clearly demonstrable benefit to both safety and transit. At Metro's discretion, a project may be approved on a down-scoped demonstration basis. The local jurisdiction would be required to conduct a before and after evaluation prior to Metro approval of the full project scope.

5. Americans with Disabilities Act Related Street Improvements

In compliance with the Americans with Disabilities Act (ADA), the provision of curb cuts or passenger boarding/alighting concrete pads at or adjacent to bus stops and other accessible improvements on roadways “heavily used by transit” is an eligible use of Proposition C LR funds. Such modifications must meet ADA and California Title 24 specifications.

7. PAVEMENT MANAGEMENT SYSTEM (PMS) (Project Code 470)

Sample Pavement Management System projects include:

- Cost to purchase, upgrade or replace a Pavement Management System.
- The ongoing cost of maintaining a PMS equal to the proportion of a Jurisdiction’s eligible street mileage to total street mileage; or 50% of the PMS maintenance cost, whichever is greater.

Note: Jurisdictions are required to certify that they have conducted and maintain Pavement Management Systems when proposing "Street Repair and Maintenance" or “Bikeway” projects (see Appendix III, page 39). The requirement for a PMS is consistent with Streets & Highways Code Section 2108.1.

PMS must include the following:

- Inventory of existing pavements including, as a minimum, arterial and collector routes, reviewed and updated triennially;
- Inventory of existing Class I bikeways, reviewed and updated triennially;
- Assessment of pavement condition including, as a minimum, arterial and collector routes, reviewed and updated triennially;
- Identification of all pavement sections needing rehabilitation/replacement; and
- Determination of budget needs for rehabilitation or replacement of deficient sections of pavement for current and following triennial period(s)

Self-certifications (included in Appendix III) executed by the Jurisdiction’s Engineer or designated, registered civil engineer, must be submitted with a Form A for new street maintenance or bikeway projects, or Form B (biannually) for ongoing projects, to satisfy “Street Repair and Maintenance” and “Bikeway” project eligibility criteria.

III. METRO'S ADMINISTRATIVE PROCESS

A. REPORTING REQUIREMENTS FOR JURISDICTIONS

STANDARD ASSURANCES

In the event that a new Jurisdiction is formed within Los Angeles County, Metro will require that a Standard Assurances and Understanding agreement be submitted prior to participation in the LR Program. A sample Standard Assurance and Understanding agreement form is included as Appendix II, see page 37.

PROPOSITION A AND PROPOSITION C FORMS

To maintain legal eligibility and meet LR Program compliance requirements, Jurisdictions shall submit to Metro a Project Description Form as required, an Annual Project Update and Annual Expenditure Report. A Project Description Form, Annual Project Update and Annual Expenditure Report (Forms A, B and C along with instructions) are included in Appendix VIII, starting on page 49.

PROJECT DESCRIPTION FORM (FORM A)

A new project that meets the eligibility criteria listed in Section II, Project Eligibility, must be submitted to Metro on Project Description Form (Form A) prior to the expenditure of funds. Metro will review the project to determine if it meets the statutory eligibility requirement and notify Jurisdictions of the project's LR funding eligibility. If a Jurisdiction expends Proposition A or Proposition C LR funds for a project prior to Metro approval, the Jurisdiction will be required to reimburse its LR Account. Additionally, approvals cannot be retroactive.

A Project Description Form (Form A) may be submitted any time during the fiscal year. Metro will review and accept or return the report for changes. All projects must be identified with their own unique sequence and project code, e.g. 01-200, and the form must be filled out completely. Once a Jurisdiction decides to proceed on a new or revised project, the Jurisdiction should comply with the following process before expending any funds:

STEP 1 - Form Submittal

A Project Description Form (Form A) shall be submitted whenever a Jurisdiction proposes a 1) a new project; 2) a new route; 3) a 25 percent or more (increase or decrease) in route or revenue vehicle miles for an established LR funded transit service); 4) a 25 percent or greater change in an approved LR project budget or scope, or 5) a service change that duplicates/overlays an existing transit service equal to or greater than .75 miles.

A change is defined as any modification to route, budget, service area, stops, frequency, fare or clientele for the project as originally approved or subsequently approved by Metro.

NOTE: a.) All new transit or paratransit service projects, existing services with a change of 25% or more (increase or decrease), or cancellation of services, are subject to review under the Service Coordination Process (as described on page 24).

- b.) If transit service is canceled, Jurisdictions should notify Metro in writing, secure review by the Service Review Process, and inform the public.

STEP 2

Metro staff will review Form A to determine if the project is eligible for LR expenditure.

STEP 3

After it is determined that the project is eligible, Metro staff will notify Jurisdictions in writing authorizing the expenditure of the LR funds. This will be done within thirty days of receipt of Form A. However, if additional information/justification for the project is required, it may take longer for the approval.

STEP 4

Form A will be used as the basis for a Jurisdiction's annual compliance audit required under the LR Program. Records should be maintained as stated in Audit Section V, page 33.

ANNUAL PROJECT UPDATE (FORM B)

Jurisdictions shall submit on or before August 1 of each fiscal year an Annual Project Update (Form B) to provide Metro with an update of *all* approved, on-going and carryover LR projects. Jurisdictions will be informed in writing of approval for project continuance. Metro will review the report and accept or return the report for changes. Staff review will consist of verification that the status of the projects listed corresponds to the originally approved projects. All projects should have their own identifying code, e.g. 01-200.

Projects for service operations whose anticipated start-up date is in the middle of the fiscal year, should be budgeted for services through the end of the fiscal year only. After the first year of service operations, project updates should be submitted annually, by August 1 of the new fiscal year.

ANNUAL EXPENDITURE REPORT (FORM C)

On or before October 15 of each fiscal year, Jurisdictions shall submit an Annual Expenditure Report (Form C) to notify Metro of previous year LR fund receipts and expenditures. Metro will review the report and approve or return for changes.

For Jurisdictions with Recreational Transit projects, Jurisdictions are required to annually submit an accounting of Recreational Transit trips, destinations and costs. This information should be submitted along with the Form C, no later than October 15 after the fiscal year.

Jurisdictions are required to call out administration charges to Direct Administration (Project Code 480) in order to verify compliance of 20% cap on administration costs.

The following provides a summary of form use and due dates:

<u>FORM</u>	<u>DETERMINATION</u>	<u>DUE DATE</u>
Project Description Form - Form A	New and amended projects	Any time during the year
Annual Project Update - Form B	All on-going and/or capital (carryover) projects	August 1 st of each year
Annual Expenditure Report - Form C	Report expenditures	October 15 th of each year

B. APPEAL OF ELIGIBILITY

Jurisdictions submitting a project, which has been classified by Metro staff as ineligible, may appeal the determination. An appeal should be submitted in writing to the Chief Planning Officer of Countywide Planning & Development. The project will then be reviewed for eligibility.

Should the project be denied eligibility status by the Chief Planning Officer, a final appeal may be submitted in writing to the Chief Executive Officer. The project will then come before the Metro Board for final determination of eligibility.

The appeal process is administered as a Board Public Hearing by the Board Secretary's office at the regularly scheduled Planning and Programming meetings. The Board has the authority to act on the transcript of the Hearing or to conduct its own hearing. The Metro Board decision is final.

Once the determination is final (either by an administrative determination that is not appealed within the 10-day statute of limitations, or as a result of the appeal process), Metro staff will send a notice of final determination of project eligibility to the Jurisdiction with conditions described or attached.

C. GOVERNING BODY AUTHORIZATION

While Metro does not require Jurisdictions to file a governing body authorization when submitting LR Forms (e.g., a city resolution or minute order), it is the responsibility of the Jurisdiction to keep these documents on file for audit purposes.

D. ENVIRONMENTAL REVIEW RESPONSIBILITY

Jurisdictions are the lead agencies for the projects with which they propose to implement using LR funds. Therefore, those agencies are responsible for preparing the necessary state and/or federal environmental documentation, and must comply with all applicable provisions of the California Environmental Quality Act, or if federal funds are involved, the National Environmental Policy Act.

E. PROJECT DESCRIPTION FORMS AND THE PROPOSITION A AND PROPOSITION C 40% DISCRETIONARY PROGRAM

If a Jurisdiction submits a project description for operating assistance for an included transit operator, the amount of operating assistance applied for will be considered as an operating subsidy in the fiscal year specified in Forms A or B. The full LR operating assistance amount shown in Form A or B will be considered when determining the eligible Proposition A or C Discretionary grant amount in accordance with the Proposition A and Proposition C 40% Discretionary Program Guidelines. Any changes must be approved prior to the close of the specific fiscal year. No changes will be approved after November 1 of the following fiscal year (e.g., changes in FY 2006-2007 projects must be received by Metro prior to November 1, 2007 to allow adequate time for staff review).

In addition, depreciation is not an eligible operating expense for which LR funds can be allocated, committed, encumbered, or claimed.

F. ANNUAL PROJECT UPDATE SUBMITTALS BY RECIPIENTS OF METRO FORMULA FUNDS

Jurisdictions with municipal bus operations receiving Metro formula funds (e.g. TDA Article 4, FTA Section 5307 and State Transit Assistance funds) should submit projects with the regular Transportation Improvement Program (TIP) and TIP-amendment cycle to facilitate processing and coordination. Other Jurisdictions may submit Project Description Forms at any time. LR projects and revenue may be shown in the Los Angeles County TIP for information purposes.

G. OTHER RESPONSIBILITIES OF JURISDICTIONS

It is the responsibility of Jurisdictions to ensure that all applicable federal, state and local requirements are met with regard to public health and safety, affirmative action, fair labor practices, transit accessibility to disabled persons, etc. Metro has no responsibilities in these areas with regard to local transit projects carried out by Jurisdictions receiving Proposition A or C revenues.

H. AMERICANS WITH DISABILITIES ACT MAINTENANCE OF EFFORT (MOE)

Metro will continue to monitor the operations of LR funded paratransit services to ensure that ADA paratransit-eligible riders continue to receive non-discriminatory transportation service on local paratransit systems pursuant to ADA and TDA. If Metro determines that ADA paratransit-eligible individuals are disproportionately being denied service, Metro will work with the LR funded agency to resolve the issue, up to and including a Maintenance of Effort.

Jurisdictions that currently provide paratransit service are required to continue to provide either ADA-eligible individual transportation service, or fund transportation trips that are completely within their jurisdictional boundaries, when requested. This obligation may not exceed 20 percent of the total LR allocation to the jurisdiction. If no requests for service within the jurisdiction are received, there will be no obligation to provide service or funding.

To better determine the accessibility of pathways to and from bus stops in Los Angeles County, all jurisdictions and the County of Los Angeles are requested to submit their projects on the Project Description Form (Form A) indicating what accessible features are being updated. Examples include curb cuts, installation or repair of pedestrian walkways, bus pads, and/or removal of sidewalk barriers (telephone poles, light poles, and other barriers). This form shall be submitted as required under these Guidelines.

I. SERVICE COORDINATION PROCESS

If a Jurisdiction is proposing to use LR funds for a new or expanded paratransit or transit service project, it is required to comply with the following Service Coordination Process:

The Service Coordination Process has four principal steps: Early Consultation by the proposing Jurisdiction with Metro Operations, and Contract Departments as the service is being developed at a local level; Proposition A or Proposition C LR eligibility review; service coordination administrative review; Metro Board Appeal Process to review the administrative determination, if requested. The following instructions should assist Jurisdictions in completing the service coordination review process:

Under the Proposition A and Proposition C Ordinances, transit services provided by Jurisdictions with LR funds should not duplicate existing transit or paratransit services.

The Proposition A and Proposition C LR Guidelines require Jurisdictions to follow the service coordination process under the following conditions: when a new service is proposed or when current service is modified by expanding service by 25 percent (increase or decrease) in route miles, revenue vehicle miles, service areas, stops, frequency or fare; when a proposed new route or change duplicates an existing route for 0.75 miles or more; or if a service is canceled.

1. **Implementing A Proposed New or Modified Transit or Paratransit Service**

When implementing a new or modified transit service or paratransit service project Jurisdictions should comply with the following process:

- a. Prior to Submittal of the Project Description Form -- Metro encourages Jurisdictions to work closely with Programming and Policy Analysis staff and Metro's Operations Unit (Sector General Managers and Deputy Executive Officer of Service Development) when a service project is being developed, in order to avoid or reduce service duplication impacts.
- b. Submitting a Project Description Form -- Similar to other LR projects, Jurisdictions are required to submit a Form A describing the new or modified service.
- c. Letter of Conditional Approval Will Be Sent to Jurisdictions -- After Metro Operations staffs have reviewed Form A, a letter of conditional approval is sent to Jurisdictions, subject to Metro Service Development Team review. This letter is then forwarded with a recommendation to the **Service Development Team**, to potentially affected Jurisdictions and transit operators, with the Form A and any route maps, service schedules and fare information provided by the proposing Jurisdiction.
- d. Role of Service Development Team – Metro Service Development Team is an executive level committee that is chaired by Metro Chief Executive Officer (CEO). This committee reviews key issues concerning agency transportation and planning projects. The Service Development Team will use the following criteria for evaluating the impacts of new or expanded services funded:
 - Potential for passenger and revenue diversion from the existing transit services, resulting from service duplication, to the proposed new or expanded service
 - Operational considerations such as available street capacity, bus zone curb space, street configuration and traffic congestion
 - Type of service and/or markets served by the new service, compared to existing services in the area
 - Early coordination and project development with existing service providers and Jurisdictions (efforts beyond the minimum 60 days)

Metro will encourage fare coordination and connectivity with other interfacing transit operators.

- e. Letter of Final Approval or Disapproval -- Based on the evaluation criteria, the Service Development Team will either grant approval or deny a Jurisdiction's request. The Committee will notify the Jurisdiction of the outcome.
- f. Board Appeal Process -- If the project is disapproved, the Jurisdiction may file an appeal. See Appeal of Eligibility, page 23.

2. **Seasonal or Emergency Temporary Service**

Seasonal service lasting less than 60 days will be administratively reviewed and considered for approval without Metro Board review, unless an Metro Board action is specifically requested. In the event of an emergency, staff reserves the right to temporarily waive the service coordination requirements. Any projects begun under emergency waiver conditions must undergo the New Service Coordination review process within 60 days after the emergency has ended, in order to continue to be eligible for expenditure of LR funds. Seasonal or emergency services are not considered ongoing projects. Equipment purchased during the emergency waiver period will not be subject to prior approval. Emergency service may continue during the subsequent New Service Review process.

3. **Contracting With Other Service Providers**

Jurisdictions may use their LR funds to contract with other public or private service providers for new or improved transit services, subject to non-duplication/competition requirements.

J. **CAPITAL RESERVE PROCESS - APPROVAL PROCEDURE**

Jurisdictions who wish to establish a Capital Reserve fund with LR revenues should note that establishing a Capital Reserve fund constitutes a long term financial and planning commitment. The approval procedure is as follows:

- a. The Project Description *Form (Form A)*, submitted by the Jurisdiction, must be reviewed by Metro staff and approved by Metro Board;
- b. If the project is approved, the Jurisdiction is required to:
 - Enter into a Capital Reserve Agreement (see sample in Appendix IV, page 40) with Metro to reserve funds
 - Establish a separate account, or a sub-account, for Capital Reserve funds. Any interest accrued on the Capital Reserve Account would remain in said account
 - Include the Capital Reserve amount and the current project status in their Project Annual Update (Form B) and on the Annual Expenditures Report (Form C, including any expenditures or interest accrued.
- c. Conditions of the Capital Reserve Agreement:
 - The annual audit will include a detailed audit of the jurisdiction's capital reserve account.
 - Every three (3) years, Metro must evaluate the Capital Reserve Account as it pertains to the status of the project; and the projected amount of funds available.
 - If the funds are expended for projects other than the originally-approved capital project, the jurisdiction must pay the funds back to Metro.
 - If the capital project is not completed within the time specified under the terms of the Capital Reserve Agreement, its funds will be subject to lapse. However, if the project is delayed, Jurisdictions should request in writing to Metro approval to extend the life of the reserve. Such projects will be reviewed on a case-by-case basis.
 - For rail projects, if it is decided by Metro that the Rail corridor is no longer a high priority, the agreement will be terminated and the Jurisdiction must:
 1. Dissolve the Capital Reserve fund and return the accumulated funds, including any interest earned, to the Jurisdiction's LR fund; and

2. Reprogram the funds, within the next three (3) years from the Agreement termination date (see Appendix IV for Sample Agreement, page 40). While the Jurisdiction is not required to expend all of the funds within these three years, Metro reserves the right to impose a reasonable limit on the period of expenditure for reprogrammed funds.
 - If there is action by Metro to suspend a rail project, the Jurisdiction may continue to hold onto the reserve until such time the project is reinstated as active or terminated.
 - If, at any time a Jurisdiction, independent of any Metro action, desires to reprogram all or part of the funds in the Capital Reserve Account, the Jurisdiction must indicate the proposed use of the accumulated funds to be reprogrammed, and receive Metro approval.
 - If, at any time either party decides to terminate the Capital Reserve Project, a letter shall be submitted giving 30 days notice of the termination.
 - If the Capital Reserve Project is terminated, the Timely Use of Funds period on the lapsing date of the reserved funds will be reviewed and determined by the audit.
- d. Metro approval for reprogramming funds will be based on the following:
 - If after exhausting all LR funds, additional funds are necessary to meet critical immediate or pending transit needs
 - If the reprogramming request is approved, the agreement between Metro and the Jurisdiction will be either terminated or amended accordingly
 - If the reprogramming request is disapproved, the Jurisdiction would be required to continue the capital reserve account as stipulated or apply to draw the fund down for another Metro approved capital-related project.

K. FUND EXCHANGE

Only Proposition A funds may be exchanged or traded. Refer to page 13 for conditions.

L. LOANING LR FUNDS BETWEEN JURISDICTIONS (FOR PROPOSITION A ONLY)

In order to meet short-term project needs while preserving longer-term reserves or to avoid loss of funds due to the timely-use provisions, the Jurisdictions may arrange a mutually acceptable temporary transfer or loan from one Jurisdiction to another. These loans are to be made on terms to be negotiated between the involved parties. The participating Jurisdictions are held mutually responsible for ensuring that the end use of Proposition A is for statutorily-allowed purposes. The timely use provision as indicated on page 30 will apply to loaning of such funds. Metro must be notified of the amount, terms and period of such arrangements within thirty days of such arrangements.

Note: Metro reserves the right to temporarily reallocate funds. Any temporary reallocation would be subject to full review by the Planning and Programming Committee and approved by Metro Board.

M. GIVING PROPOSITION C LR FUNDS TO ANOTHER JURISDICTION

Since the Proposition C Ordinance does not allow trades or exchanges of these funds, a Jurisdiction can give its Proposition C funds to another Jurisdiction for the implementation of a mutual project. However, the Jurisdiction giving the funds away cannot accept an exchange or gift of any kind in return. Jurisdictions involved in giving funds should obtain Metro approval and keep official agreements on file.

N. REIMBURSEMENT

LR funds may be advanced for other grant funds as long as the project itself is eligible under LR Guidelines. The grant funds must be reimbursed to the LR fund.

IV. FINANCE SECTION

A. METRO'S METHOD OF APPORTIONMENT

The Proposition A Ordinance specifies that twenty-five percent (25%) of all Proposition A revenues, while the Proposition C Ordinance specifies that twenty percent (20%) of all Proposition C revenues, are to be allocated to Jurisdictions for local transit on a "per capita" basis. The annual estimate of Proposition A and Proposition C revenues will be derived by Metro staff based on projections by the State Board of Equalization.

After administrative costs of the Proposition A and Proposition C Programs are deducted, apportionments are made to all Jurisdiction within Los Angeles County, currently 88 cities and the County of Los Angeles (for unincorporated areas), on the basis of population. These population shares are based on the projected populations derived from annual estimates made by the California State Department of Finance.

B. METRO'S FUND DISBURSEMENT

The Proposition A and Proposition C funds are disbursed by Metro on a monthly basis. The disbursements to an individual Jurisdiction will equal that Jurisdiction's population-based share of actual net receipts for the month.

C. ACCOUNTING FOR PROPOSITION A AND PROPOSITION C REVENUES AND EXPENDITURES BY JURISDICTIONS

1. ESTABLISHING A SEPARATE ACCOUNT

Jurisdictions which do not use the State Controller's Uniform System of Accounts and Records must establish a separate Proposition A and Proposition C Local Transit Assistance Account and deposit all Proposition A and Proposition C LR revenues, interest earnings received, and other income earned from Proposition A and Proposition C LR in that account.

In accordance with the State Controller's instructions, Jurisdictions which use the Controller's Uniform System do not need to establish a separate Proposition A and Proposition C Local Transit Assistance Account but will list all Proposition A and Proposition C revenues (including interest) and expenditures as special line items in the Uniform System. In any case, all Jurisdictions will be required to account for and identify all Proposition A and Proposition C receipts, interest, and expenditures. This will enable financial and compliance audits to be conducted in an organized and timely fashion. Sufficient unrestricted cash or cash equivalent must be available at all times to meet the needs of general Jurisdiction operations without impairment of the Proposition A and Proposition C Local Transit Assistance Accounts.

2. EXCEPTIONS FOR RECIPIENTS OF TDA ARTICLE 4 FUNDS

A separate account or fund is not mandatory when Proposition A and Proposition C LR funds are accounted for in an enterprise fund and are exclusively used as transit operating subsidies as long as the Jurisdiction/operator is able to maintain accounting records. These records should allow for the preparation of financial statements, which present assets, liabilities, revenues, expenditures (if any) and transfers out. While it is necessary that Proposition A and Proposition C Program recipients be able to demonstrate that they have complied with applicable guidelines in expending Proposition A and Proposition C funds as operating subsidies, it is not necessary that such expenditures be separately identifiable for audit purposes.

3. POOLING OF FUNDS

Metro will allow Jurisdictions to pool Proposition A and Proposition C LR funds in order to obtain maximum return on investments. Such investment earnings must be reported and expended consistent with these guidelines. As in fund exchanges or transfers, Jurisdictions involved in such arrangements should keep adequate records of such transactions in order to allow for subsequent audits.

4. INTEREST AND OTHER EARNED INCOME

Jurisdictions are entitled to retain any and all interest revenues, which they may earn on their Proposition A, and Proposition C revenues. Other income earned from Proposition A and Proposition C projects such as fare revenues, revenue from advertising, etc., may also be retained by Jurisdictions in their LR accounts. Such earnings must be reported and expended consistent with these guidelines. Jurisdictions must maintain accurate records for the amount of interest earned each year. Interest must be allocated to the Local Transit Assistance Account on an annual basis, and reported as part of the annual audit.

5. PROJECT REVENUE

The Jurisdictions need only report project-generated revenues, such as fares, when such revenues are retained and recorded by the Jurisdiction. Revenues should be reported on the accrual basis.

6. INTER-FUND TRANSFERS

On an accrual basis of accounting, Jurisdictions should make note of the following: expenditures for an approved project, which are made from a fund other than the Proposition A or Proposition C LR fund and will be reimbursed by Proposition A and Proposition C LR funds, should be included in the Annual Expenditure Report to Metro in the period such expenditures are made and not in the period in which the disbursing fund is reimbursed for such expenditures.

7. UNEXPENDED PROJECT FUNDS

All unexpended project funds remaining upon completion of an approved project must be re-programmed.

8. ONGOING OPERATING PROJECTS

Continuing administration, transit or paratransit projects, are ongoing projects. Such projects which have unexpended funds at the year end (excluding any outstanding liabilities) may not carry fund balances into the next fiscal year. Ongoing projects must be resubmitted on an annual basis (see Annual Project Update on page 22).

9. CARRYOVER CAPITAL PROJECTS

All other types of projects not cited above which 1) are not completed within the applied fiscal year and 2) have unexpended funds (i.e., fund balance), may be carried into the next fiscal year without resubmitting a project description. However, until completed, such projects must continue to be reported in the Annual Project Update and Annual Expenditure Report (Forms B and C).

10. REIMBURSEMENT

Local Return funds may be used to advance a project which will subsequently be reimbursed by federal, state, or local grant funding, or private funds, if the project itself is eligible under LR Guidelines. **The reimbursement must be returned to the appropriate Proposition A or Proposition C LR fund.**

D. NON-SUBSTITUTION OF FUNDS

1. Proposition A and Proposition C revenues should only be used to maintain and/or improve public transit services. They may not be used to substitute for property tax revenues, which are currently funding existing programs. If the Jurisdiction is unable to segregate property tax from other general fund revenues which cannot be so distinguished, substitution of Proposition A and Proposition C funds for general funds is also prohibited.
2. Jurisdictions which currently receive federal and/or state transit-assistance funds may use Proposition A and Proposition C revenues to replace or supplement any other state, federal, or local transit funds, as long as there is no relation to the property tax (as noted above).
3. Metro Staff reserves the right to bring project proposals involving the substitution of funds before Metro Board.

E. TIMELY USE OF FUNDS

1. PROPOSITION A AND PROPOSITION C FUNDS

Under the Proposition A and Proposition C Ordinances, Jurisdictions have three years to expend LR funds. Funds must be expended within three years of the last day of the fiscal year in which funds were originally allocated. Therefore, by method of calculation, each Jurisdiction has the Fiscal Year of allocation plus three years to expend Proposition A and/or Proposition C funds. For example, a Jurisdiction receiving funds during FY 2004-05 must expend those funds, and any interest or other income earned from Proposition A and Proposition C projects, by June 30, 2008.

Proposition A and Proposition C disbursements, interest income and other income earned from LR projects, such as fare revenues or revenues from advertising which are not expended within the allocated time will be returned to Metro for reallocation to Jurisdictions for discretionary programs of county-wide significance.

2. DETERMINING COMPLIANCE WITH TIMELY USE PROVISION

In applying the timely use provision, Metro will use a "First-In-First-Out" (FIFO) accounting principle, to afford Jurisdictions maximum time to expend funds. For example, City A had a fund balance of \$1,000,000 as of June 30, 2004. In order to avoid lapsing LR funds, City A must expend a total of \$1,000,000 or more from its LR funds during Fiscal Years 2004-05, 2005-06 and 2006-07. This calculation will be done individually for Proposition A and Proposition C funds.

3. EXTENSION OF TIMELY USE PROVISION

Metro will allow Jurisdictions to reserve funds for multi-year capital projects. A specific project must be identified under the Capital Reserve Process. See Capital Reserve Process, page 26.

F. RELATIONSHIP TO TDA ENTRY AND FORMULA DISTRIBUTION

Provision of transit services with LR funds will not qualify Jurisdictions for Transit Development Act (TDA) funding programs. In addition, mileage will not be counted in Metro's subsidy allocation formula for TDA operators.

G. NATIONAL TRANSIT DATABASE (NTD)

Locally funded transit systems are encouraged to report NTD data, either directly to the Federal Transit Administration (FTA), or through Metro's consolidated NTD report. Examples of locally funded transit systems include community based fixed route circulators, community shuttles, Metrolink feeder services and other rail station and neighborhood shuttles (Code 110). Also included are locally funded paratransit, dial-a-ride and demand response services, including taxi voucher and specialized transportation programs (Codes 120, 130).

Benefits of increased NTD reporting include additional Federal Section 5307 capital funds for the LA County region, and improved data collection for regional transportation planning purposes. At this time, NTD reporting is voluntary for locally funded operators. The Proposition A Incentive Guidelines, as adopted by Metro Board, provide a mechanism to reimburse voluntary reporters dollar-for-dollar for additional funds generated to the LA County region, subject to funds availability.

H. REPAYMENT OF FUNDS FOR FIXED ASSETS PURCHASES

If a facility ceases to be used for public transit use as originally stated in the project description, all Proposition A and Proposition C funds expended for the project must be returned to the Proposition A and Proposition C LR accounts.

General guidelines for repayment are as follows:

Land: Repayment of purchase price or appraised value, whichever is greater.

Facilities: 100% repayment of Proposition A and Proposition C LR funds if discontinuation of public transit use occurs between 0-5 years.

75% if discontinuation occurs in more than 5 years but less than 10 years.

50% if discontinuation occurs in more than 10 years but less than 15 years.

25% if discontinuation occurs in more than 15 years.

Repayment must be made no later than five years after the decision is made to cease utilizing the project as a public transit facility. Payback may be made in one lump sum or on an annual equal payment schedule over a five-year period.

Vehicles: Jurisdictions that cease to utilize vehicles for "public transit" purposes before their useful life, will be required to repay the funds into their Proposition A and Proposition C LR accounts in proportion to the useful life remaining. Federal standards for useful life will apply.

Repayment will be made in the same fiscal year as the vehicles ceased to be used for "public transit" purposes.

V. AUDIT SECTION

A financial and compliance audit will be conducted annually as part of Metro’s Consolidated Audit Program to verify adherence to the Proposition A and Proposition C guidelines. Audits will be performed in accordance with auditing standards generally accepted in the United States of America and the Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that the audit is planned and performed to obtain reasonable assurance about whether the basic financial statements are free of material misstatement. The audit shall include examining, on a test basis, evidence supporting the amounts and disclosures in the basic financial statements. The audit shall also include review of internal control procedures, assessing the accounting principles used, as well as evaluation of the overall basic financial presentation.

It is the jurisdictions’ responsibility to maintain proper accounting records and documentation to facilitate the performance of the audit prescribed in these guidelines. Jurisdictions are required to retain Local Return records for at least three years following the year of allocation and be able to provide trial balances, financial statements, worksheets and other documentation required by the auditor. Jurisdictions are advised that they can be held accountable for excess audit costs arising from poor cooperation and inaccurate accounting records that would cause delays in the completion of the required audits.

A. FINANCIAL AND COMPLIANCE PROVISIONS

The Proposition A and Proposition C Local Return Audits shall include, but not limited to, verification of adherence to the following financial and compliance provisions of this guidelines:

Audit Area	Penalty for Non-Compliance
Verification that jurisdictions which do not use the State Controller’s Uniform System of Accounts and Records has established a Separate Proposition A and Proposition C Local Transit Assistance Account for local return purposes.	Suspension of disbursements.
Verification of revenues received including allocations, project generated revenues, interest income.	Audit exception.
Verification that funds were expended with Metro’s approval and have not been substituted for property tax.	Jurisdiction will be required to reimburse its Local Return account for the amount expended prior to or without approval.
Verification that the funds are expended within three years from the last day of the fiscal year in which funds were originally allocated or received. (see “E” page 30).	Lapsed funds will be returned to Metro for reallocation to jurisdictions for discretionary programs of countywide significance.

<p>Verification that <u>administrative expenditures</u> (project code 480) did not exceed over 20% of the total annual LR expenditures.</p> <p>Verification that projects with greater than 25% change from the approved project budget has been amended by submitting amended Project Description Form (Form A).</p> <p>Verification that the Annual Project Update (Form B) was submitted on or before August 1st following the end of fiscal year.</p> <p>Verification that the Annual Expenditure Report (Form C) was submitted on or before October 15th following the end of fiscal year.</p> <p>Where expenditures include Street Maintenance or Improvement projects (project codes 430, 440 or 450), verification that Pavement Management System (PMS) is in place and being used.</p> <p>Where funds expended are reimbursable by other grants or fund sources, verification that the reimbursement is credited to the Local Return account upon receipt of reimbursement.</p> <p>Where Proposition A funds were given, loaned or exchanged by one jurisdiction to another, verification that the receiving jurisdiction has credited its Local Return Accounts with the funds received.</p> <p>Where funds expended were for Intelligent Transportation Systems (ITS) projects or projects with ITS elements, verification that a Self Certification has been completed and submitted to Metro.</p> <p>Verification that jurisdictions have a LR Assurances and Understandings form on file.</p>	<p>Jurisdictions will be required to reimburse their Local Return account for the amount over the 20% cap.</p> <p>Audit exception.</p> <p>Audit exception.</p> <p>Audit Exception.</p> <p>Any Local Returned funds spent must be returned to the Local Return Funds.</p> <p>Audit exception and reimbursement received must be returned to the Local Return Funds.</p> <p>Audit exception and reimbursement of affected funds to the Proposition A LR account.</p> <p>Audit exception.</p> <p>Audit exception.</p>
--	--

<p>Where a capital reserve has been established, verification that a Capital Reserve Agreement is in effect, a separate account for the capital reserve is established, and current status is reported in the Annual Project Update (Form B).</p>	<p>Audit exception.</p>
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B. AUDIT DELIVERABLES

The auditor shall submit to the Jurisdictions and to Metro a Comprehensive Annual Report of Proposition A and Proposition C Local Return Funds no later than March 31st following the end of fiscal year. The report must contain at the minimum, the following:

- Audited Financial Statements – Balance Sheet, Statement of Revenues and Expenditures and Changes in Fund Balances.
- Compliance Report, Summary of Exceptions, if any, and ensuing recommendations.
- Supplemental Schedules – Capital Reserves, if any; Schedule of Detailed Project Expenditures; and Capital Assets.

C. SUSPENSION OR REVOCATION

Jurisdictions are expected to take corrective action in response to the Local Return financial and compliance audit. Notwithstanding the provisions of these guidelines, Metro reserves the right to suspend or revoke allocation to jurisdictions that may be found to be in gross violation of these guidelines, or repeatedly committing violations, or refusing to take corrective measures.

**PROPOSITION A AND PROPOSITION C LOCAL RETURN PROGRAM
SUMMARY OF PROPOSITION A AND PROPOSITION C USES**

PROJECT TYPE	PROPOSITION A	PROPOSITION C
Streets and Roads Expenditures	<ul style="list-style-type: none"> Allowed exclusively for Bus Lanes and Curb Cuts at corners located or adjacent to Bus Stops 	<ul style="list-style-type: none"> Allowed only on streets that carry regularly scheduled, Fixed-Route Public Transit Services and on streets that carry public Paratransit trips (see conditions outlined in eligibility section of the Guidelines)
Signal Synchronization	<ul style="list-style-type: none"> Allowed if performed to predominantly benefit Transit. Bus Priority must be included as part of the project. The street must have a minimum of five (5) full-sized transit buses in each direction per hour 	<ul style="list-style-type: none"> Allowed on streets that are heavily-used by Public Transit The street must have full-sized transit buses operating on a regularly scheduled fixed-route (no minimum number of buses) Operating costs such as software and hardware maintenance are allowed
Bikeways and Bike Lanes	<ul style="list-style-type: none"> Not allowed 	<ul style="list-style-type: none"> Commuter bikeways Shall be linked to employment sites.
Congestion Management Activities	<ul style="list-style-type: none"> Not allowed 	<p>Most elements allowed, such as:</p> <ul style="list-style-type: none"> Preparation of TDM Ordinances and Deficiency Plans. Land Use Analysis required by CMP Monitoring of Transit Standards by transit operators
Pavement Management System	<ul style="list-style-type: none"> Not allowed 	<p>Some elements allowed, such as:</p> <ul style="list-style-type: none"> One-time development costs of a Pavement Management System. The ongoing costs of maintaining the Pavement Management System (see Guidelines for conditions)
Trading or Exchanging of Funds	<ul style="list-style-type: none"> Allowed if the traded funds are used for Public Transit purposes 	<ul style="list-style-type: none"> Not allowed

**ASSURANCES AND UNDERSTANDINGS REGARDING
RECEIPT AND USE OF PROPOSITION A and PROPOSITION C FUNDS**

The undersigned, in conjunction with the receipt of funds derived from the one-half cent sales tax imposed by Ordinance No. 16 (Proposition A) and the one-half cent sales tax imposed by the Proposition C Ordinance of the Los Angeles County Metropolitan Transportation Authority (Metro), and as required by Metro's Local Return Program Guidelines, hereby provides the following assurances and understandings.

A. The undersigned hereby assures Metro:

1. That the Proposition A and Proposition C funds will not be substituted for property tax funds which are currently funding existing public transportation programs;
2. That Proposition A and Proposition C funds will be used for public transit purposes as defined in Metro's Local Return Program Guidelines;
3. That the undersigned will submit to Metro a description of the use of funds:
 - a. For service expansion or new service: at least 60 days before encumbrance of funds;
 - b. For other projects: at least 30 days before encumbrance of funds;
 - c. Annually, by August 1st of each year, an update of previously approved projects;
 - d. Annually, by October 15th of each year, an update of the prior year's expenditures;
4. Any proposed use of funds will not duplicate or compete with any existing publicly-funded transit or paratransit service;
5. That Proposition A and Proposition C funds will be expended by the date that is three years from the last day of the fiscal year in which funds were originally allocated;
6. Unless otherwise required by Metro, an audit certified by a Certified Public Accountant, will be conducted by Metro within 180 days of the close of the fiscal year;
7. That the description of the intended use of the funds, as submitted to Metro, is an accurate depiction of the project to be implemented;
8. That a 25 percent change in project scope or financing for those projects defined in the Guidelines will be submitted to Metro at least 60 days before that change in scope is implemented;
9. That all projects proposed for Proposition A and Proposition C funding will meet the legal requirements of the Proposition A and Proposition C Ordinances and Metro's Local Return Program Guidelines criteria.

B. The undersigned further understands and agrees:

1. That Metro will require the undersigned to return any Proposition A and Proposition C funds and may impose interest penalties on any expenditure found to be illegal or improper under the terms of the Proposition A and Proposition C Ordinance or the Metro's Local Return Program Guidelines;
2. That the undersigned will, for projects to be funded in part or in whole with Proposition A and/or Proposition C funds, comply with all applicable federal, state, and local laws and regulations, including without limitation: American With Disabilities Act (ADA), CEQA and NEPA, affirmative action, transit accessibility and public health and safety requirements and fair labor practices;
3. That the undersigned will either utilize the State Controller's Uniform System of Accounts and Records to accommodate uses and disbursements of Proposition A and Proposition C funds or will establish a separate Proposition A and Proposition C Local Transit Assistance accounting system which will allow financial and compliance audits of Proposition A and Proposition C funds transactions and expenditures to be conducted;
4. That any Proposition A and Proposition C funds not expended within the year of receipt of funds plus three years thereafter will be returned to Metro upon request therefrom.

IN WITNESS WHEREOF the undersigned has executed this "Assurances and Understandings Regarding Receipt and Use of Proposition A and Proposition C Funds" this ____ day of _____, 20__ by its duly authorized officer:

CITY OF _____

BY _____

(Title)

DATE _____

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY (METRO)
PAVEMENT MANAGEMENT SYSTEM CERTIFICATION
PROPOSITION C

The City of _____ certifies that it has a Pavement Management System (PMS) in conformance with the criteria stipulated by the Proposition C Local Return Guidelines (identical to the criteria adopted by the Joint City/County/State Cooperation Committee, pursuant to Section 2108.1 of the Streets and Highways Code).

The system was developed by _____ and contains, as a minimum, the following elements:

- * Inventory of arterial and collector routes (including all routes eligible for Proposition C funds), reviewed and updated triennially. The last inventory update was completed _____, 20__.
- * Inventory of existing Class I bikeways, reviewed and updated triennially.
- * Assessment (evaluation) of pavement condition for all routes in the system, updated triennially. The last review of pavement conditions was completed _____, 20__.
- * Identification of all sections of pavement needing rehabilitation or replacement.
- * Determination of budget needs for rehabilitation or replacement of deficient sections of pavement for current triennial period, and for following triennial period.

If PMS was developed in-house, briefly describe it on an attached sheet.

FROM:

AGENCY _____ DATE _____

(Please Print Name)

(Please Print Name)

(Title)

CAPITAL RESERVE AGREEMENT

This Capital Reserve Agreement (this “Agreement”) is entered into as of _____, by and between the Los Angeles County Metropolitan Transportation Authority (“Metro”) and the City of _____ (the “City”).

RECITALS:

A. The City receives Proposition [A] [C] local return funds (the “Local Return Funds”) from Metro.

B. Pursuant to the Proposition A and Proposition C Local Return Guidelines, which are incorporated herein by reference, the City has three years, beginning the last day of the Fiscal Year in which funds were originally allocated, to expend the Local Return Funds. By method of calculation, each jurisdiction has three years plus the Fiscal Year of allocation to expend the Local Return funds. This is period is identified in the Guidelines as Timely Use of Funds.

C. As of Fiscal Year _____, the City desires to commit and accumulate its Local Return Funds beyond the Timely Use of Funds period in order to construct and/or purchase _____ as more particularly described in City’s project description attached hereto as Exhibit A (the “Project”).

D. The Metro Board at its _____ board meeting approved the City’s establishment of a capital reserve fund for the Project.

NOW, THEREFORE, the parties hereby desire to agree to the following terms and conditions:

AGREEMENT

1. The City acknowledges that establishing a capital reserve fund for the Project constitutes a long term financial and planning commitment.
2. The City shall establish a separate interest bearing account or sub-account to be designated as the Capital Reserve Account. Commencing with Fiscal Year _____, the City shall deposit \$ _____ of its Local Return Funds into the Capital Reserve Account. For future Fiscal Years, the City shall deposit the amount specified in its Project Annual Update submitted to Metro for that fiscal year, provided, however, if the City fails to submit its Project Annual Update, the City shall deposit its Local Return Funds in an amount equal to the amount deposited into the Capital Reserve Account for the immediately preceding fiscal year.

3. All interest accruing on the Capital Reserve Account shall remain in such account.
4. The City shall complete the Project by _____.
5. The City shall comply with all terms and conditions for the Capital Reserve Account as provided in the Proposition A and Proposition C Local Return Guidelines, including, without limitation, the following:
 - A. Each fiscal year, submitting the following items:
 - (i) an updated Project Description Form (Form A); and
 - (ii) an Annual Project Update (Form B), including the amount to be reserved and the current project status;
 - B. Every three years commencing with the Commencement Date of this Agreement, Metro will evaluate the Capital Reserve Account, the status of the Project and the projected amount of available funds. Based on this evaluation, Metro may require the City to take certain actions including, without limitation, terminating the Capital Reserve Account.
 - C. If the City uses the Local Return Funds in the Capital Reserve Account for a project different from the Project described above, the City shall return an amount equal to the improperly used funds to the Proposition A or Proposition C Central Account held by Metro. If the City fails to return the amount within 30 days from the date Metro notifies City that it must return the funds, the City hereby authorizes Metro to offset future Local Return allocations to the City in an amount equal to the improperly used funds.
 - D. If the City fails to complete the Project as specified by the date in paragraph 4 above, the Local Return Funds in the Capital Reserve Account may be subject to lapse unless otherwise agreed to in writing by the parties.
 - E. If the Project is a rail project, Metro may decide that the rail corridor is no longer a high priority. Metro can then terminate this Agreement and the City shall:
 - (i) close the Capital Reserve Account and return the outstanding balance of the Capital Reserve Account, including accrued interest (the “Returned Funds”), to the City’s local return account; and
 - (ii) reprogram the Returned Funds to be used within three years from the termination date of this Agreement. Any funds remaining after such three-year period shall lapse.
 - F. If the City, independent of Metro action, desires to reprogram all or part of the funds in the Capital Reserve Account, the City must prior to such reprogramming, receive Metro’s written approval. The City shall provide Metro with notice of its desire to reprogram the funds in the Capital Reserve Account and indicate the proposed use

of the funds to be reprogrammed and the effect of such reprogramming on the Project. Metro approval may be based on, among other things, whether after exhausting all Local Return funds, additional funds are necessary to meet the City's critical immediate or pending transit needs. If Metro approves reprogramming the funds, this Agreement shall be amended or terminated as appropriate. If Metro does not approve reprogramming the funds, the City must continue the Capital Reserve Account as provided herein or draw the funds down for Metro approved capital related project.

6. This Agreement shall commence on _____. This Agreement shall continue until such time as terminated by either party with a 30 day written notice under the conditions set forth in the Proposition A and Proposition C Local Return Guidelines.

IN WITNESS WHEREOF, the parties have executed this Capital Reserve Agreement by their duly authorized representatives as of the date above.

City of _____

Los Angeles County Metropolitan
Transportation Authority

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Approved as to form:

Approved as to form:

Name: _____

Raymond G. Fortner, Jr.
County Counsel

Its: _____

By: _____
Deputy

SAMPLE FUND EXCHANGE AGREEMENT**(PROPOSITION A LOCAL RETURN ONLY)**

This Fund Exchange Agreement is made and entered into this _____ day of _____, 20__, by and between the City of Surf City, California and the City of Mountain Valley, California with respect to the following facts:

- A. The City of Mountain Valley proposes to provide Dial-A-Ride services to its elderly and individuals with disabilities. Approximately 20% of the City population is unable to use the available fixed route service due to frailty or handicap. No door-to-door public transit services are available in the City of Mountain Valley. Adequate Proposition A Local Return funding for such a service is not available given the limited amount of the City of Mountain Valley's Local Return allocation and the needs of other priority transit projects in the City.
- B. City of Surf City, has uncommitted funding authority for its Fiscal Year 2000-01 allocation of Proposition A Local Return funds which could be made available to the City of Mountain Valley to assist in providing the services discussed in Paragraph A of this Agreement.
- C. City of Mountain Valley is willing to exchange its general funds in the amount indicated in Section 1 below in exchange for City of Surf City's uncommitted Proposition A Local Return funds.
- D. City of Surf City is willing to exchange its uncommitted Proposition A Local Return funding in the amount indicated in Section 1 below to City of Mountain Valley, for the purpose identified in Paragraph A above, for City of Mountain Valley's general funds.

Now, therefore, in consideration of the mutual benefits to be derived by the parties and of the premises herein contained, it is mutually agreed as follows:

1. Exchange. City of Surf City shall transfer \$100,000 of its Fiscal Year 20__-20__ Proposition A Local Return Funds to City of Mountain Valley. In return, City of Mountain Valley shall transfer \$50,000 of its General Funds to City of Surf City.
2. Consideration. City of Surf City shall transfer the Proposition A Local Return funds to City of Mountain Valley in twelve equal installments due the first day of each month (or in one lump sum payment). City of Mountain Valley shall transfer its general funds to City of Surf City in twelve equal installments due the first of each month (or in one lump sum payment).

The first installment shall be due and payable upon approval by the Los Angeles County Metropolitan Transportation Authority ("Metro") of City of Mountain Valley's project description Form (Form A) covering the services discussed in Paragraph A above.

3. Term. This Agreement is effective on the date above written and for such time as is necessary for both parties to complete their mutual obligations under this Agreement.

4. Termination. Termination of this Agreement may be made by either party before the date of approval of the project description covering the funds in question by the Metro so long as written notice of intent to terminate is given to the other party at least five (5) days prior to the termination date.

5. Notices. Notices shall be given pursuant to this agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

- a. City Manager
City of Surf City
101 Main Street
Surf City, CA 90000
- b. City Manager
City of Mountain Valley
401 Valley Boulevard
Mountain Valley, CA 90000

6. Assurances

A. City of Mountain Valley shall use the assigned Proposition A Local Return funds only for the purpose of providing the services discussed in Paragraph A of this Agreement and within the time limits specified in Metro's Proposition A Local Return Program Guidelines.

B. Concurrently with the execution of this Agreement City of Mountain Valley shall provide Metro with the Standard Assurances and Understandings Regarding Receipt and Use of Proposition A Funds specified in the Guidelines regarding the use of the assigned Proposition A Local Return funds.

7. This Agreement constitutes the entire understanding between the parties, with respect to the subject matter herein. This Agreement shall not be amended nor any provisions or breach hereof waived, except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Fund Exchange Agreement to be executed by their respective officers, duly authorized, on the day and year above written.

CITY OF _____

CITY OF _____

BY _____

BY _____

ATTEST:

City Clerk
Approved as to Form:

City Clerk
Approved as to Form:

LOS ANGELES COUNTYWIDE
INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

POLICIES AND PROCEDURES

Policy Summary

Federal regulations (23 CFR Parts 655 and 940 Intelligent Transportation System (ITS) Architecture and Standards; Final Rule) now require ITS projects funded with the Highway Trust Fund to conform to the National ITS Architecture and Standards; be guided by a regional architecture with geographic boundaries defined by stakeholder needs; and use systems engineering analysis on a scale commensurate with the project scope. It is Metro's Policy to abide by the Federal ITS regulations and requirements for those agencies seeking federal funding programmed by Metro for projects subject to this rule. For consistency and to maximize benefits, Los Angeles Countywide ITS Policy and Procedures is also applied to projects with state and local funding sources programmed and administered by the Metro.

Procedures Summary

To ensure compliance with the ITS Policy, all ITS project sponsor agencies including Metro internal departments are required to complete the Los Angeles County Regional ITS Architecture Consistency Certification Form (Attachment B) and to self certify that their project's ITS elements in whole or in part are consistent with the Los Angeles County Regional ITS Architecture.

Attached is the RIITS self-certification form. This form must be completed and submitted to Metro for each Local Return funded ITS project or project which includes an ITS element. To learn more about RIITS, please visit www.riits.net. For a complete copy of the Los Angeles Countywide ITS Policy and Procedures, you may go directly to <http://RIITS.net/RegITSDocs.html> and choose "Los Angeles Countywide ITS Policy and Procedures Document."

LOS ANGELES COUNTY REGIONAL ITS ARCHITECTURE CONSISTENCY

SELF-CERTIFICATION FORM

This form should be completed and executed for all ITS projects or projects with ITS elements except routine maintenance and operations, traffic signal controller replacement, purchase of bus or rolling stock, expansion or enhancement of an existing operating system. The form should be sent to Metro Countywide Planning and Development (CP&D) for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the Metro at the time of submittal of project application.

1. Name of Sponsoring Agency: _____

2. Contact Name: _____

3. Contact Phone: _____

4. Contact Email: _____

5. Project Description:

6. Identify the ITS elements being implemented and the relevant National Architecture User Services(s), see Attachment A.

7. Outline of the concept of operations for the project:

8. Identify participating agencies roles and responsibilities:

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by FHWA or FTA during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the Operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the Los Angeles County Regional ITS Architecture interface standards if required and conform to the regional configuration management process.

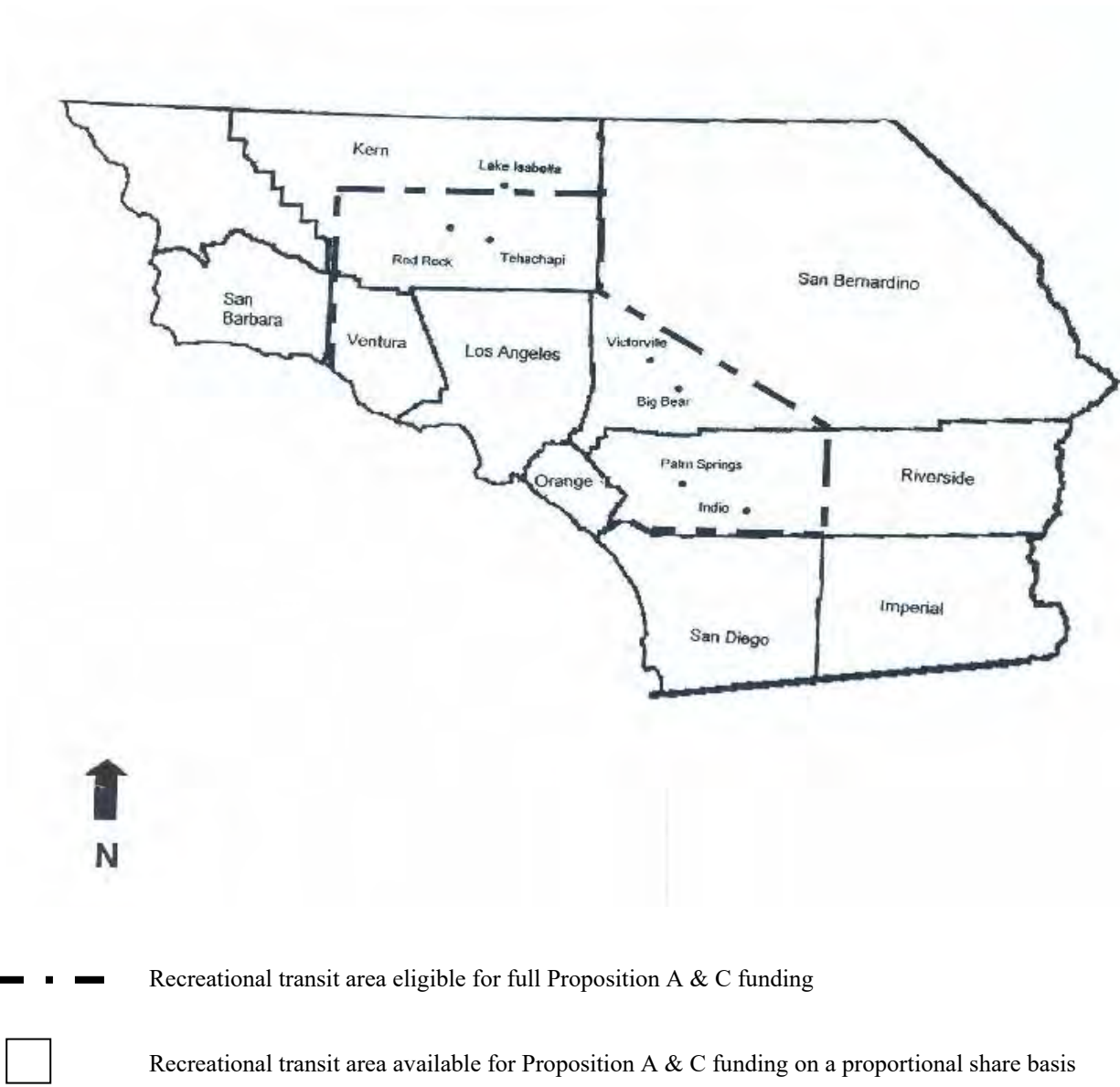
Signature:

Agency Representative

Date _____

Please return the original Project Self Certification Form to Metro Department of CP&D, Attention, Ms. Carol Inge, Deputy Executive Officer, Los Angeles County Metropolitan Transportation Authority, One Gateway Plaza, MS 99-22-1, Los Angeles, CA 90012-2952

ELIGIBLE RECREATION TRANSIT SERVICE AREA



LOCAL RETURN FORMS

Summary:

Project Code: All projects must have Project Codes (see column on right). This code is critical in Form submittal as it is used in the LR database system.

Sequence Number: Sequence Numbers distinguish between the different projects being implemented. Indicate the sequence number of the project that is the order of submittal for the project (i.e., oldest approved to most recent approval).

Form A should be submitted whenever a Jurisdiction is requesting the approval of a new project or if there is a budget or scope change of more than 25 percent in an ongoing transit or paratransit project (as defined in the Proposition A and Proposition C Guidelines).

Form B requires Jurisdictions to give an update of already approved, ongoing and carryover Prop A and Prop C LR projects. Since new projects require additional information, please include all new projects on Form A only. (Note: Jurisdictions are required to call out all administration charges to Direct Administration in order to verify compliance of 20 percent maximum limit).

Form C requires Jurisdictions to report the annual expenditures for both Prop A and Prop C LR for the previous fiscal year. (Note: Jurisdictions are also required to submit an accounting of recreational transit trips, destinations and costs, if applicable).

PROJECT CODES

PROP A AND PROP C LR JOINT CODES:

- 110 Fixed Route Service
- 120 Paratransit Service - General Public Dial-a-Ride
- 130 Paratransit Service - Elderly & Disabled (E&D)
- 140 Recreational Transit Service (incl. special event)
- 150 Bus Stop Improvement (BSI) Program
- 160 Bus Stop Improvement - Capital
- 170 Bus Stop Improvement - Maintenance
- 180 Capital - Vehicle & Misc. Equipment (fare box)
- 190 Capital - Vehicle Modification Program
- 200 Capital - Vehicle Purchase Program
- 210 Transportation Systems Management (TSM)
- 220 Transit Security - On-Board & Bus Stop
- 230 Transit Security - Station/Park-and-Ride Lot
- 240 Fare Subsidy (Taxi)
- 250 Fare Subsidy (User-Side Subsidy)
- 270 Transportation Planning
(Prop A eligible and Prop C eligible)
- 280 Transit Marketing
- 290 Park-and-Ride Lot Program
- 300 Transit Facility Transportation Enhancements
- 310 Transit Centers Program
- 320 Metro Rail Capital
- 350 Right-of-Way Improvements
- 360 Commuter Rail (Operations)
- 370 Commuter Rail (Capital)
- 380 Capital Reserve
- 390 Rail Transit Enhancements
- 480 Direct Administration
- 500 Other (Specify)

Exclusive Uses of Prop A LR Funds:

- 400 Signal Synchronization
- 405 Fund Exchange
- 410 Transportation Demand Management


Exclusive Uses of Prop C LR Funds:

- 400 Signal Synchronization & Traffic Management
- 410 Transportation Demand Management
- 420 Congestion Management Program (CMP)
- 430 Bikeways & Bike Lanes
- 440 Street Repair and Maintenance (e.g., slurry seal)
- 450 Street Improvement Projects (e.g., widenings)
- 460 Street TSM Projects (e.g., signalization)
- 470 Pavement Management Systems (PMS)

Form A - Project Description Form

(This form may be submitted any time during the fiscal year)

--Instructions--

 Metro		LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY Proposition A and Proposition C Local Return Program		
Form A PROJECT DESCRIPTION FORM (Required for all new and amended projects)				
Local Jurisdiction		Fiscal Year		
<input type="text"/>		<input type="text"/>		
Contact Person	Telephone No.	Extension	E-Mail Address	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Project Title				
<input type="text"/>				
Project Code:	<input type="text"/>	Category:	<input type="text"/>	
Sequence Number:	<input type="text"/>	Type:	<input type="checkbox"/> Capital <input type="checkbox"/> New <input type="checkbox"/> Operating <input type="checkbox"/> Revised	
		Est Start Date:	<input type="text"/>	
		Est Compl Date:	<input type="text"/>	
Project Description and Justification				
<input type="text"/>				
Project Revenues				
Fund Source(s)	Proposition A Amount	Proposition C Amount	Other Amount	Total
Local Return	<input type="text"/>	<input type="text"/>	<input type="text"/>	-
Fare Revenues	<input type="text"/>	<input type="text"/>	<input type="text"/>	-
Other (Specify)	<input type="text"/>	<input type="text"/>	<input type="text"/>	-
Total Project Revenues	-	-	-	-
Accessibility Features (For Bus Stop Improvement Projects only)				
<input type="checkbox"/> Curb Cut <input type="checkbox"/> Bus Pad <input type="checkbox"/> Installation Sidewalk <input type="checkbox"/> Removal of sidewalk Barrier				
<input type="checkbox"/> For Bikeways and Pedestrian Improvements, Street Repair and Maintenance or Street Improvement projects (project codes 430, 440 or 450), please check to indicate a Pavement Management System (PMS) Self Certification Form (See Appendix III) has been submitted to Metro.				
<input type="checkbox"/> For Intelligent Transportation Systems (ITS) projects, or projects which include an ITS element, please check box to indicate a Self Certification Form (See Appendix VI) has been completed and submitted to Metro.				
<input type="text"/>		<input type="text"/>		
Authorized Signature	Title	Date		

Click [here](#) to access form.

Form A - Project Description Form

(This form may be submitted any time during the fiscal year)

--Instructions--

Summary:

Form A should be submitted whenever a Jurisdiction is requesting the approval of a new project or if there is a budget or scope change of more than 25 percent in an ongoing transit or paratransit project (as defined in the Prop A and Prop C Guidelines).

Key Terms:

- **Local Jurisdiction:** Indicate your City or Agency.
- **Fiscal Year:** Indicate the fiscal year (July 1 - June 30th) for which Prop A or Prop C LR funds will be used.
- **Project Description and Justification:** Provide a brief project description (include any necessary details) to help Metro staff determine project scope and eligibility.
- **Project Revenues:** Under the appropriate fund sources, indicate the revenues expected to fund the project.
- **Accessibility Features:** Check box applicable for Bus Stop Improvement Projects only.
- **Street Maintenance, Improvement or bikeway projects:** Check the box to indicate that a Pavement Management System (PMS) is in place and being used (see Appendix III).
- **Intelligent Transportation Systems projects:** Please check the box if this project is or has an ITS project element to indicate that an ITS self-certification (see Appendix VI) for has been submitted to Metro.
- **Authorized Signature:** Form A may be printed, signed and dated by authorized Local Jurisdiction, and sent to Metro by mail or fax, or e-mailed as described in Step 5.

Excel Operations:

Step 1 – Confirm computer is set to run macros

Open Microsoft Excel application

From the menu, select:

- Tools
- Macros
- Security
- Set it at Medium
- Press OK

Close Excel application

Step 2 Open Form A

Visit Metro's Web Site at www.metro.net

- Go to Projects/Programs
- Click on Local Return
- Click on Form A to open

Click yes to open the document containing Macros

Step 3 – Enter Form A Information

Once Form A is opened,

- Select correct agency (click on small arrow to scroll agency names)
- Enter contact name, telephone number, and e-mail address
- Enter project information on Form A

Step 4 – Save document under MY DOCUMENTS

Once information is entered on Form A, save document in My Documents

- Save Document as Form A City of

Step 5 – Forward Form A to Metro

Open Outlook (or other e-mail browser)

On e-mail include:

- Contact information including name, title, telephone number, and jurisdiction
- Brief description of the e-mail (transmittal)
- Attach Form A to the e-mail message


Important Changes

- All forms require that the entire value of project be entered, no longer will values be stated in \$ thousands.
- DO NOT alter forms. If for any reason there is a difference in Project Code, Sequence Number, or Project Title, contact Metro to resolve any discrepancies.
- Enter value for every project. If project is finalized, enter COMPLETE. DO NOT enter a dollar value.

Form B – Annual Project Update Form

(This form must be submitted by August 1st of each year)

--Instructions--

 Metro		LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY Proposition A and Proposition C Local Return Program						
		Form B ANNUAL PROJECT UPDATE FORM (Must be submitted by August 1st of each year)						
<input type="button" value="Print Preview"/>		Local Jurisdiction			Fiscal Year			
		Contact Person			Telephone No.	E-Mail Address		
Project Code	Sequence Number	Project Title	Project Status ¹	Funding sources				Total Project Budget
				Proposition A Local Return	Proposition C Local Return	Est. Project Revenue	Funding Sources	
								-
								-
								-
								-
								-
								-
								-
								-
								-
*Project Status: OG=On going operating projects; CO=Carryover capital projects.			Total	-	-	-	-	-

Click [here](#) to access form.

Form B – Annual Project Update Form

(This form must be submitted by August 1st of each year)

--Instructions--

Summary:

Form B requires Jurisdictions to give an update of already approved, ongoing and carryover Prop A and Prop C LR projects. Since new projects require additional information, please include all new projects on Form A only. (Note: Jurisdictions are required to call out all administration charges to Direct Administration in order to verify compliance of 20 percent maximum limit).

Key Terms:

- **Local Jurisdiction:** Indicate your City or Agency.
- **Fiscal Year:** Indicate the fiscal year (July 1 - June 30th) for which Prop A or Prop C LR funds will be used.
- **Project Code:** Enter Project Codes (see column on right). This code is critical in Form submittal as it is used in the LR database system.
- **Sequence Number:** Sequence Numbers distinguish between the different projects being implemented. Indicate the sequence number of the project which is the order of submittal for the project (i.e., oldest approved to most recent approval).
- **Project Title:** Provide Project Title as indicated on the Form A or previous Form B submittal.
- **Project Status:** Check box applicable – Completed, On-going or Carryover.
- **Project Revenues:** Under the appropriate fund sources, indicate the itemized revenues expected to fund the project.
- **Authorized Signature:** Form B may be printed, signed and dated by authorized Local Jurisdiction, and sent to Metro by mail or fax, or e-mailed as described in Step 5.

Excel Operations:

Step 1 – Confirm computer is set to run macros

Open Microsoft Excel application

From the menu, select:

- Tools
- Macros
- Security
- Set it at Medium
- Press OK

Close Excel application

Step 2 Open Form B

Visit Metro's Web Site at www.metro.net

- Go to Projects/Programs
- Click on Local Return
- Click on Form B to open

Click yes to open the document containing Macros

Step 3 – Enter Form B Information

Once Form B is opened,

- Select correct agency (click on small arrow to scroll agency names)
- Enter contact name, telephone number, and e-mail address
- Enter appropriate values for each project

Step 4 – Save document under MY DOCUMENTS

Once the values of each project have been entered, save document into My Documents

- Save Document as Form B City of

Step 5 – Forward Form B to Metro

Open Outlook (or other e-mail browser)

On e-mail include:

- Contact information including name, title, telephone number, and Jurisdiction
- Brief description of the e-mail (transmittal)
- Attach Form B to the e-mail message

Important Changes

- All forms require that the entire value of project be entered, no longer will values be stated in \$ thousands.
- DO NOT alter forms. If for any reason there is a difference in Project Code, Sequence Number, or Project Title, contact Metro to resolve any discrepancies.
- DO NOT add or remove project on Form B, please contact Metro regarding any changes.
- Enter value for every project. If project is finalized, enter COMPLETE. DO NOT enter a dollar value.

Form C – Annual Expenditure Report Form

(This form must be submitted by October 15th of each year)

--Instructions--

Summary:

Form C requires Jurisdictions to report the annual expenditures for both Prop A and Prop C LR for the previous fiscal year. (Note: Jurisdictions are also required to submit an accounting of recreational transit trips, destinations and costs, if applicable).

Key Terms:

- **Local Jurisdiction:** Indicate your City or Agency.
- **Fiscal Year:** Indicate the fiscal year (July 1 - June 30th) for which Prop A or Prop C LR funds will be used.
- **Project Title:** Provide Project Title as indicated on the Form A or previous Form B submittal.
- **Project Status:** Check box applicable – Completed, On-going or Carryover.
- **Project Revenues:** Under the appropriate fund sources, indicate the itemized revenues expected to fund the project.
- **Authorized Signature:** Form C may be printed, signed and dated by authorized Local Jurisdiction, and sent to Metro by mail or fax, or e-mailed as described in Step 5.

Excel Operations:

Step 1 – Confirm computer is set to run macros

Open Microsoft Excel application

From the menu, select:

- Tools
- Macros
- Security
- Set it at Medium
- Press OK

Close Excel application

Step 2 Open Form C

Visit Metro's Web Site at www.metro.net

- Go to Projects/Programs
- Click on Local Return
- Click on Form C to open

Click yes to open the document containing Macros

Step 3 – Enter Form C Information

Once Form C is opened,

- Select correct agency (click on small arrow to scroll agency names)
- Enter contact name, telephone number, and e-mail address
- Enter appropriate values for each project

Step 4 – Save document under MY DOCUMENTS

Once the values of each project have been entered, save document into My Documents

- Save Document as Form C City of

Step 5 – Forward Form C to Metro

Open Outlook (or other e-mail server)

On e-mail include:

- Contact information such as name, title, telephone number, and Jurisdiction
- Brief description of the e-mail (transmittal)
- Attach Form C on the e-mail message

Important Change Important Changes

- All forms require that the entire value of project be entered, no longer will values be stated in \$ thousands.
- Enter value for every project. If project is finalized, enter COMPLETE. DO NOT enter a dollar value

**GLOSSARY OF TERMS
USED IN LOCAL RETURN GUIDELINES**

Americans with Disabilities Act (ADA), 1990

A civil rights law passed by Congress in 1990 that makes it illegal to discriminate against people with disabilities in employment, services provided by state and local governments, public and private transportation, public accommodations and telecommunications.

Advanced Traveler Information Systems (ATIS)

ATIS technologies provide travelers and transportation professionals with the information they need to make decisions, from daily individual travel decisions to larger scale decisions that affect the entire system, such as those concerning incident management.

Air Quality Management District (AQMD)

Administrative districts organized in California to control air pollution. Generally, AQMDs and their national parallel encompass multiple jurisdictions and closely follow the definition of Consolidated Metropolitan Statistical Areas and Metropolitan Statistical Areas.

Adaptive Traffic Control Systems (ATCS)

ATCS uses sensors to interpret characteristics of traffic approaching a traffic signal, and using mathematical and predictive algorithms, adapts the signal timing accordingly, optimizing its performance.

Advanced Traffic Management Systems (ATMS)

ATMS technologies apply surveillance and control strategies to improve traffic flow on highways and arterials.

Automatic Vehicle Location (AVL)

The installation of devices on a fleet of vehicles (e.g., buses, trucks, or taxis) to enable the fleet manager to determine the level of congestion in the road network. AVL is also used to enable the fleet to function more efficiently by pinpointing the location of vehicles in real time.

Bicyclists Rights

According to CVC21200 Bicyclists have all the rights and responsibilities of vehicle drivers.

Bikeway Definitions

Class I Bikeway - Off road paved bike path

Exclusive bi-directional path designated for bicycles or as multi-use path shared with pedestrians (if pedestrian path is not adjacent).

Class II Bikeway - On-road striped bike lane

Class III Bikeway - On-road bike route (signage only)

Streets designated as preferred routes through high demand corridors, used to provide continuity to other bicycle facilities (usually II bikeways), or provide routes to transit or other destinations where the streets are too narrow for bike lanes. Usually bike routes have some added preferential bike treatments that offers advantages over alternative routes.

Bus turn-out

A branch from or widening of a road that permits buses to stop, without obstructing traffic, while laying over or while passengers board and alight. It is designed to allow easy reentry of the bus into the traffic stream.

California Streets and Highways Code

This is the legal code regulating the roads and highways of the State of California. The code sets forth the administration and funding of the highway system, the relationship of the state government to the county and local governments in regards to streets and roads, administration of tolls collected by the state, and various acts dealing with streets and highways passed by the state legislature.

Capital Reserve

With Metro Board approval and signed Capital Reserve Agreement, funds may be set aside for Capital projects to provide reserve funds for a period of time over the three year timely use provision.

Carry-over Project

A project that was not completed and which takes two or more year to finish. The construction of a transit center or a citywide bus shelter installation project may be multi-year projects.

Congestion Management Program (CMP)

A state mandated program linked to Proposition 111 (1990) that requires each county to prepare a plan to address traffic congestion on regional streets and freeways. Elements of the CMP include designation of a regional highway system with level of service (LOS) standards, a local trip reduction ordinance, capital improvement program, land use impact analysis, and transit performance standards. If LOS standards are not maintained, deficiency plans must be prepared and implemented.

Changeable Message Signs (CMS)

Electronic road and transit station signs used to display information that can be updated, such as warnings of road incidents, hazardous weather conditions, or estimated arrival times of transit vehicles. Used in ATIS and ATMS. Also called Variable Message Signs (VMS).

Councils of Governments (COG)

Regional planning bodies that exist throughout the United States. A typical council is defined to serve an area of several counties, and they address issues such as regional planning, water use, pollution control, and transportation. The Council membership is drawn from the county, city, and other government bodies within its area.

Commuter Rail

Railroad local and regional passenger train operations between a central city, its suburbs and/or another central city. It may be either locomotive-hauled or self-propelled, and is characterized by multi-trip tickets, specific station-to-station fares, railroad employment practices and usually only one or two stations in the central business district. Also known as "suburban rail."

Curb Cut

A small ramp between the sidewalk and curb that facilitates passage by wheelchairs, strollers, etc. between the sidewalk and street intersection.

Commercial Vehicle Operations (CVO)

ITS program to apply advanced technologies to commercial vehicle operations, including commercial vehicle electronic clearance; automated roadside safety inspection; electronic purchase of credentials;

automated mileage and fuel reporting and auditing; safety status monitoring; communication between drivers, dispatchers, and intermodal transportation providers; and immediate notification of incidents and descriptions of hazardous materials involved.

Demand Responsive

Non-fixed-route service utilizing vans or buses with passengers boarding and alighting at pre-arranged times at any location within the system's service area. Also called "Dial-a-Ride."

Dial-a-Ride

A shared-ride public transportation service for senior citizens age 65 and older, people with disabilities and people who meet American Disabilities Act (ADA) eligibility.

Direct Administration

Those fully burdened salaries and overhead, office supplies and equipment directly associated with administering LR operating and capital projects.

Electronic Payment Systems

Systems that collect payments using an electronic transponder. Payment types include fees for transit fares, taxis, parking, and tolls. Electronic payment systems can also gather real-time transit information on travel demand for better planning and scheduling of services.

Farebox revenue

Money, including fares and transfers, zone and park and ride receipts, paid by transit passengers; also known as "passenger revenue."

Financial and Compliance Audit

The review and examination of the jurisdictions' books and records to verify compliance with existing statutes governing the Local Return Funds. Such review and examination include verification of adherence to the generally accepted accounting principles, review of internal control system and evaluation of compliance with the Local Return Guidelines. The Financial and Compliance Audit shall be conducted by an independent auditor and in accordance with the Government Auditing Standards issued by the Comptroller General of the United States.

Fiscal year

A twelve-month period to which the annual budget applies and at the end of which a governmental unit determines its financial position and the results of its operations. This twelve-month period varies from the calendar year. In the California, State Government system, the fiscal year starts July 1 and ends the following June 30. In the Federal system, the fiscal year starts October 1 and ends the following September 30.

Fixed Route

Service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed-route trip serves the same origins and destinations, unlike demand responsive and taxicabs.

Flexible Destination

A type of demand-responsive service which takes on passengers according to a fixed route, and drops passengers off at alternative destinations within a defined service area.

Formula Funds

Funds distributed or apportioned to qualifying recipients using formulas which are based on statistics (such as operating performance or route characteristics) and established by law or by funding agency-adopted policies.

Fund Exchange

Funds traded to another Local Jurisdiction or Agency for an agreed amount. Funds returned may be from General, State, Federal funds or other agreed upon method of exchange between the agencies. Eligible under Proposition A only.

Giving

Local Jurisdictions can give Prop C funds to another Jurisdiction for a transit related project as long as Metro approves, and no exchange or gift of any kind is received in return.

Headsign

A destination sign above the front (and sometimes side) window of a bus or train.

Information Exchange Network (IEN)

The Los Angeles County IEN can exchange real-time TCS data from intersections in each of the county's several traffic forums and enables all forums, the county, and partner cities to access the information.

Intelligent Transportation Systems (ITS)

This program is an initiative of the United States Department of Transportation to add information technology to surface transportation infrastructure and vehicles. It aims to manage vehicles, roads, and routes to improve efficiency, safety and reduce vehicle wear, transportation times and fuel costs. ITS Architecture relates to the overarching framework that allows individual ITS services and technologies to work together, share information, and yield synergistic benefits.

Loaning

Local Jurisdictions may arrange a mutually acceptable temporary transfer or loan from one Jurisdiction to another. Refer to Metro's Administrative Process for additional information.

Local Jurisdiction

City or Agency that is the applicant for the project to be funded with Proposition A or Proposition C Local Return (LR).

Maintenance

Maintenance refers to minor work to prevent further deterioration, such as, slurry seal, or pothole repair

Maintenance of Effort

This requirement provides for the continuation of funding commitments by local jurisdictions on roadways used by public transit while supplementing these improvements with Proposition C Local Return funds. Local Return funds cannot be used to replace any pre-existing roadway funding but only to augment what is currently being utilized by local jurisdictions. In the past, local jurisdictions have had to report to the State Controller those funds spent on streets and roads in order to be in compliance with the California Streets and Highways Code.

Metro

The Metropolitan Transportation Authority. Metro staff manages the administration of the program. Metro refers to the administrative staff.

Metro Art

The Metro department responsible for incorporating art enhancements into Metro projects, including rail stations, bus stops, construction sites, streetscapes and other public oriented improvements..

Metro Board

The Metropolitan Transportation Authority has an established member list of Board of Directors and Executives as appointed by the Board. The Metro Board makes decisions on funding allocations, Guidelines, Capital Reserves and possible appeals.

Metro Rail

Rail service operated by the Los Angeles County Metropolitan Transportation Authority (Metro)

Metro Long Range Transportation Plans

In April 2001, the Metro Board adopted the Long Range Transportation Plan. This plan is a 25-year blueprint for transportation planning in Los Angeles County through the year 2025. The Long Range Transportation Plan assesses future population increases projected for the county and what such increases will mean for future mobility needs. The plan recommends what can be done within anticipated revenues, as well as what could be done if additional revenues become available.

Metro Short Range Transportation Plans

The 2003 Short Range Transportation Plan focuses on the phasing of transportation improvements through 2009 that will help put together the pieces of our mobility puzzle. The Plan relies on performance-based modeling to identify the best solution for each mobility challenge. In total, \$19.3 billion is needed to fund this Plan's transportation priorities through 2009. These include the costs of operating the current system and funding new transportation solutions.

National ITS Architecture

A systems framework to guide the planning and deployment of ITS infrastructure. The national ITS architecture is a blueprint for the coordinated development of ITS technologies in the U.S. The architecture defines the functions that must be performed, the subsystems that provide these functions, and the information that must be exchanged to support the defined **User Services**. The National ITS Architecture was released as a final document in June 1996.

National Transit Database (NTD)

A reporting system administered by the Federal Transit Administration (FTA) that uses uniform categories to record mass transportation financial and operating information through a uniform system of accounts on an annual basis.

Paratransit

Auxiliary public transportation available to elderly or disabled passengers or patrons in areas, which are underserved by conventional transit. Paratransit is generally operated using smaller vehicles, with flexible schedules and routes.

Park-and-Ride

An access mode to transit in which patrons drive private vehicles or ride bicycles to a transit station, bus or rail stop or carpool or vanpool waiting area and park their vehicles in the area provided for the

purpose. They then ride the transit system or take the carpool/vanpool to their destinations. (TRB) 2 involve the use of a motorized personal vehicle in conjunction with transit. Park-and-ride facilities include a parking lot or portion of a lot near transit stops, allowing transit users to park their personal vehicles for a short period of time and make convenient transfers to the transit system.

Pavement Condition Index (PCI)

A value for a pavement segment representing its condition. The Pavement Condition Index (PCI) is a numerical rating of the pavement condition that ranges from 0 to 100, with 0 being the worst possible condition and 100 being the best possible condition.

Pavement Management System (PMS)

A systematic process that provides, analyzes, and summarizes pavement information for use in selecting and implementing cost-effective pavement construction, rehabilitation, and maintenance programs and projects. A PMS involves the identification of optimum strategies at various Pavement Condition Index (PCI) levels and maintains pavements at an adequate PCI Threshold (level of serviceability). These include, but are not limited to, systematic procedures for scheduling maintenance and rehabilitation activities based on optimization of benefits and minimization of costs.

Project Code

Project Codes distinguish the type of projects being implemented.

Reconstruction

Activities that extend the serviceable life by at least 10 years, and involve reworking or removal and replacement of all or part of the engineered layers in the pavement structure. Removal and replacement of all asphalt and concrete layers and often the base and sub-base layers, in combination with remediation of the sub-grade and drainage, and possible geometric changes. Due to its high cost, reconstruction is rarely done solely on the basis of pavement condition. Other circumstances such as obsolete geometrics, capacity improvement needs, and/or alignment changes, are often involved in the decision to reconstruct a pavement.

Recreational Transit

City-sponsored trips to recreational or cultural destinations within defined geographic area. Charter buses are frequently used and trips must be advertised to the general public. Service is generally contracted out to a private sector operator.

Rehabilitation

Activities that extend the serviceable life by at least 10 years, and add structural capacity to the pavement.

Reimbursement

LR funds may be advanced for other grant funds as long as the project itself is eligible under LR Guidelines. The grant funds must be reimbursed to the LR fund.

Resurfacing

Activities that extend the serviceable life by at least 10 years and change the surface characteristics of the pavement. Resurfacing generally consists of placing additional asphalt concrete over a structurally sound highway or bridge that needs treatment to extend its useful life.

Revenue Vehicle Miles

The miles a vehicle travels while in revenue service. Vehicle revenue miles exclude travel to and from storage facilities, training operators prior to revenue service, road tests and deadhead travel, as well as school bus and charter services.

Ride matching programs

Programs that provide nearest major intersection-matching services to commuters who wish to establish a car- or van-pool.

Right of Way

Land; a public or private area that allows for passage of people or goods, including, but not limited to, freeways, streets, bicycle paths, alleys, trails and walkways. A public right-of-way is dedicated or deeded to the public entity for use under the control of a public agency.

Regional Integration of Intelligent Transportation Systems (RIITS)

This system supports information exchange between freeway, traffic, transit and emergency service agencies to improve management of the Los Angeles County transportation system.

Ramp Metering Station (RMS)

Traffic-responsive regulation of vehicle entry to a freeway, typically via sensor controlled freeway ramp stoplights.

Sequence Code

Sequence Codes distinguish between the different projects being implemented.

Shuttle

A public or private vehicle that travels back and forth over a particular route, especially a short route or one that provides connections between transportation systems, employment centers, etc.

State Controller

The Controller is the state's chief financial officer and is elected by a vote of the people every four years. The duties of the State Controller are prescribed by the Constitution with additional powers and functions set by statute. The primary function of the State Controller is to provide sound fiscal control over both receipt and disbursement of public funds, to report periodically on the financial operations of both state and local governments and to make certain that money due the state is collected in a fair, equitable and effective manner. The office also enforces collection of delinquent gas, truck and insurance taxes.

Traffic Control Systems (TCS)

Advanced systems that adjust the amount of "green time" for each street and coordinate operation between each signal to maximize traffic flow and minimize delay. Adjustments are based on real-time changes in demand.

Traffic/Transportation/Transit Management Center (TMC)

Traffic/Transportation/Transit Management Center (interchangeable)

Transfer Center

A fixed location where passengers interchange from one route or transit vehicle to another.

Transit revenues

Revenues generated from public transportation (bus, rail or other conveyance for public).

Transportation Demand Management (TDM)

A program designed to maximize the people-moving capability of the transportation system by increasing the number of people in each vehicle or by influencing the time of, or need to, travel. To accomplish these sorts of changes, TDM programs must rely on incentives or disincentives to make the shifts in behavior attractive. The term TDM encompasses both the alternatives to driving alone and the techniques or supporting strategies that encourage the use of these modes.

Transportation Improvement Program (TIP)

A prioritized program of transportation projects to be implemented in appropriate stages over several years (3 to 5 years). The projects are recommended from those in the transportation systems management element and the long-range element of the planning process. This program is required as a condition for a locality to receive federal transit and highway grants.

Transportation Management Associations (TMAs)

An urbanized area with a population more than 200,000 (as determined by the most recent decennial census) or other area when TMA-designation is requested by the Governor and the MPO (or affected local officials), and officially designated by the Federal Highway Administration and the Federal Transit Administration. TMA designation applies to the entire metropolitan planning area(s). (23CFR500).

Transportation Enhancements (TE)

A funding program of the USDOT Federal Highway Administration that offers communities the opportunity to expand transportation choices. Activities such as safe bicycle and pedestrian facilities, scenic routes, beautification, and other investments increase opportunities for recreation, accessibility, and safety for everyone beyond traditional highway programs.

Transportation Systems Management (TSM)

Transportation Systems Management is the cooperative development and implementation of strategies to maximize the safe movement of people and goods by managing an integrated multimodal transportation system. The effective management of the system will enable the traveling public more efficient use of the existing transportation facilities. Elements of TSM include incident management programs, traveler information systems, traffic signal systems upgrades, intermodal freight planning, surveillance control systems, demand management techniques, and commercial vehicle operations.

Traffic Signal Priority (TSP)

It gives preferential treatment to one type of system user over other users and allows signal controllers to service competing needs in the order of relative importance.

User Services

Services available to travelers on an ITS-equipped transportation system, as set forth by ITS America. The 30 services are arranged in 7 categories, as follows: travel and transportation management, travel demand management, public transportation operations, electronic payment, commercial vehicle operations, emergency management, and advanced vehicle control and safety systems.

User-side Subsidies

This refers to funds set aside to offer discounts to public transit users. Such subsidies are approved by local jurisdictions councils or boards and are optional. A city, for example, pays full price for a monthly

bus or rail pass but will sell it to a transit user (city resident) for a lower (subsidized) rate. Each city defines who is eligible for subsidies based on demand and budgetary constraints.

Vehicle Miles Traveled (VMT)

The number of miles traveled within a specific geographic location by vehicles for a period of one year. VMT is calculated either by using two odometer readings or, in the absence of one of the odometer readings, by regression estimate.

REFERENCES

American Public Transportation Association

Website: <http://www.apta.com/research/info/online/glossary.cfm>

California Highway Design Manual Chapter 1000

California Streets and Highways Code

Website: <http://ntl.bts.gov/>

Caltrans-California Department of Transportation

Website: <http://www.dot.ca.gov/>

City and County of Honolulu and the Hawaii Department of Transportation

Website: <http://www.oahutrans2k.com/info/glossary>

Department of Energy

Website: <http://www.energy.gov/>

Federal Transportation Authority glossary

Website: http://www.fta.dot.gov/31_ENG_Printable.htm

Federal Highway Administration (ITS glossary)

Website: http://www.fhwa.dot.gov/planning/glossary/glossary_listing.cfm

Kitsap Transit, Bremerton, Washington.

Website: www.kitsaptransit.org/home/ktjargon.html

State of North Carolina Department of Transportation

Website: <http://www.ncdot.org/transit/transitnet/Glossary/>

US Department of Transportation glossary

Website: <http://www.dot.ca.gov/hq/MassTrans/trterms.htm>

Other website sources

<http://en.wikipedia.org/wiki/infrastructure>

<http://sco.ca.gov>

<http://www.belmont.gov/SubContent.asp?CatId=240000622>

<http://www.dieselnet.com/gl-a.html>

http://www.pvpc.org/html/tier3/transp/trans_study.html

<http://www.tempe.gov/tim/DialARide.htm>

ACKNOWLEDGEMENTS

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Al Patashnick, Transportation Development & Implementation, Metro
Susan Richan, Local Programming, Metro
James Rojas, Transportation Development & Implementation, Metro
Armineh Saint, Local Programming, Metro
Carlos Vendiola, Local Programming, Metro
Thomas Soteros-McNamara (cover)

EXHIBIT D

Claiming Instructions

OFFICE OF THE STATE CONTROLLER
STATE MANDATED COSTS CLAIMING INSTRUCTIONS NO. 2011-05
MUNICIPAL STORM WATER AND URBAN RUNOFF DISCHARGES

MAY 31, 2011

This program will be in effect beginning July 1, 2002, until a new national pollutant discharge elimination system (NPDES) permit issued by the Regional Water Quality Control Board for Los Angeles is adopted.

In accordance with Government Code sections 17560 and 17561, eligible claimants may submit claims to the State Controller's Office (SCO) for reimbursement of costs incurred for state mandated cost programs. The following are claiming instructions and forms that eligible claimants will use for the filing of claims for the Municipal Storm Water and Urban Runoff Discharges program. These claiming instructions are issued subsequent to adoption of the program's Parameters and Guidelines (P's & G's) by the Commission on State Mandates (Commission).

On July 31, 2009, the Commission adopted a Statement of Decision finding that part 4F5c3 of the Permit CAS004001 adopted by the Los Angeles Regional Water Quality Control Board imposes a partially reimbursable state-mandated program on specified local agencies for the activities listed in the P's & G's which are included as an integral part of these claiming instructions.

Exception

There will be no reimbursement for any period in which the Legislature has suspended the operation of a mandate pursuant to state law.

Eligible Claimants

The following local agencies that incur increased costs as a result of this mandate are eligible to claim reimbursement:

- Local agency permittees identified in the Los Angeles Regional Water Quality Control Board Order No. 01-182, Permit CAS004001, that are *not* subject to a trash total maximum daily load (TMDL) are eligible to claim reimbursement for the mandated activities.
- The following local agency permittees that are subject to the Ballona Creek trash TMDL are eligible to claim reimbursement for the mandated activities only to the extent they have transit stops located in areas not covered by the Ballona Creek trash TMDL requirements:
 - Beverly Hills, Culver City, Inglewood, Los Angeles (City), Los Angeles County, Santa Monica, and West Hollywood
- From August 28, 2002, until September 22, 2008, the following local agency permittees that are subject to the Los Angeles River trash TMDL are eligible to claim reimbursement for the mandated activities:

Alhambra, Arcadia, Bell, Bell Gardens, Bradbury, Burbank, Calabasas, Carson, Commerce, Compton, Cudahy, Downey, Duarte, El Monte, Glendale, Hidden Hills, Huntington Park, Irwindale, La Canada Flintridge, Los Angeles (City), Los Angeles County, Lynwood, Maywood, Monrovia, Montebello, Monterey Park, Paramount, Pasadena, Pico Rivera, Rosemead, San Fernando, San Gabriel, San Marino, Santa Clarita, Sierra Madre, Signal Hill, Simi Valley, South El Monte, South Gate, South Pasadena, Temple City, and Vernon

- Beginning September 23, 2008, the following local agency permittees that are subject to the Los Angeles River trash TMDL are eligible to claim reimbursement for the mandated activities only to the extent they have transit stops located in areas not covered by the Los Angeles River trash TMDL requirements:

Alhambra, Arcadia, Bell, Bell Gardens, Bradbury, Burbank, Calabasas, Carson, Commerce, Compton, Cudahy, Downey, Duarte, El Monte, Glendale, Hidden Hills, Huntington Park, Irwindale, La Canada Flintridge, Los Angeles (City), Los Angeles County, Lynwood, Maywood, Monrovia, Montebello, Monterey Park, Paramount, Pasadena, Pico Rivera, Rosemead, San Fernando, San Gabriel, San Marino, Santa Clarita, Sierra Madre, Signal Hill, Simi Valley, South El Monte, South Gate, South Pasadena, Temple City, and Vernon

Filing Deadlines

A. Reimbursement Claims

Initial reimbursement claims must be filed within 120 days from the issuance date of the claiming instructions. Costs incurred for compliance with this mandate are reimbursable for fiscal years 2002-2003 through 2009-2010 and must be filed with the SCO and be delivered or postmarked on or before **September 28, 2011**. Claims filed after **September 28, 2011**, are subject to a 10% late penalty without limitation. Claims for fiscal year 2010-2011 must be filed with the SCO and be delivered or post marked on or before **February 15, 2012**. Claims for fiscal year 2010-2011 filed after **February 15, 2012**, will be subject to a 10% late penalty not to exceed \$10,000. **Claims filed more than one year after the applicable deadline will not be accepted.**

B. Late Penalty

1. Initial Claims

Late initial claims are assessed a 10% late penalty of the total amount of the claims without limitation pursuant to Government Code Section 17561.

2. Annual Reimbursement Claims

Annual reimbursement claims must be filed by February 15 of the following fiscal year in which costs were incurred or the claims will be reduced by a late penalty.

Late annual reimbursement claims are assessed a 10% late penalty of the claimed amount; \$10,000 maximum penalty.

Minimum Claim Cost

GC section 17564(a) provides that no claim may be filed pursuant to sections 17551, 17560, and 17561, unless such a claim exceeds one thousand dollars **(\$1,000)**.

Reimbursement of Claims

Actual costs must be traceable and supported by source documents that show the validity of such costs, when they were incurred, and their relationship to the reimbursable activities. A source document is created at or near the same time the actual cost was incurred for the event or activity in question. Source documents may include, but are not limited to, employee time records or time logs, sign-in sheets, invoices, and receipts.

Evidence corroborating the source documents may include, but is not limited to, worksheets, cost allocation reports (system generated), purchase orders, contracts, agendas, training packets, and declarations. Declarations must include a certification or declaration stating: "I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct," and must further comply with the requirements of Code of Civil Procedure Section 2015.5.

Evidence corroborating the source documents may include data relevant to the reimbursable activities otherwise in compliance with local, state, and federal government requirements. However, corroborating documents cannot be substituted for source documents.

Audit of Costs

All claims submitted to the SCO are subject to review to determine if costs are related to the mandate, are reasonable and not excessive, and if the claim was prepared in accordance with the SCO's claiming instructions and the P's & G's adopted by the Commission. If any adjustments are made to a claim, a Notice of Claim Adjustment specifying the activity adjusted, the amount adjusted, and the reason for the adjustment, will be mailed within thirty days after payment of the claim.

On-site audits will be conducted by the SCO as deemed necessary. Pursuant to GC section 17558.5, subdivision (a), a reimbursement claim for actual costs filed by a local agency for this mandate is subject to the initiation of an audit by the SCO no later than three years after the date that the actual reimbursement claim was filed or last amended, whichever is later. However, if no funds were appropriated or no payment was made to a claimant for the program for the fiscal year for which the claim was filed, the time for the Controller to initiate an audit will commence to run from the date of initial payment of the claim.

All documents used to support the reimbursable activities must be retained during the period subject to audit. If an audit has been initiated by the Controller during the period subject to audit, the retention period is extended until the ultimate resolution of any audit findings.

Record Retention

All documentation to support actual costs claimed must be retained for a period of three years after the end of the calendar year in which the reimbursement claim was filed or last amended regardless of the year of costs incurred. If no funds were appropriated for initial claims at the time the claim was filed, supporting documents must be retained for three years from the date of

initial payment of the claim. Therefore, all documentation to support actual costs claimed must be retained for the same period, and must be made available to the SCO on request.

Address for Filing Claims

Submit a signed original and a copy of form FAM-27, Claim for Payment, and all other forms and supporting documents. **To expedite the payment process, please sign the form in blue ink, and attach a copy of the form FAM-27 to the top of the claim package.**

Use the following mailing addresses:

If delivered by
U.S. Postal Service:

Office of the State Controller
Attn: Local Reimbursements Section
Division of Accounting and Reporting
P.O. Box 942850
Sacramento, CA 94250

If delivered by
other delivery services:

Office of the State Controller
Attn: Local Reimbursements Section
Division of Accounting and Reporting
3301 C Street, Suite 700
Sacramento, CA 95816

Mandated costs claiming instructions and forms are available online at the SCO's Web site: www.sco.ca.gov/ard_mancost.html. If you have questions, call the Local Reimbursements Section at (916) 324-5729 or email LRSDAR@sco.ca.gov.

PARAMETERS AND GUIDELINES

Los Angeles Regional Quality Control Board Order No. 01-182

Permit CAS004001

Part 4F5c3

Municipal Storm Water and Urban Runoff Discharges

03-TC-04, 03-TC-20, 03-TC-21

County of Los Angeles, Claimant (03-TC-04)

Cities of Artesia, Beverly Hills, Carson, Norwalk, Rancho Palos Verdes, Westlake Village,

Azusa, Commerce, Vernon, Claimants (03-TC-20)

Bellflower, Covina, Downey, Monterey Park, Signal Hill, Claimants (03-TC-21)

I. SUMMARY OF THE MANDATE

This consolidated test claim was filed by the County of Los Angeles and several cities in the Los Angeles region, alleging that various sections of the 2001 storm water permit (Permit CAS004001) adopted by the Los Angeles Regional Water Quality Control Board constitute a reimbursable state-mandated program within the meaning of article XIII B, section 6 of the California Constitution. On July 31, 2009, the Commission adopted a Statement of Decision, finding that part 4F5c3 of the permit imposes a partially reimbursable state-mandated program on specified local agencies. (California Regional Water Quality Control Board, Los Angeles Region, Order No. 01-182, Permit CAS004001 (12/13/01), part 4F5c3, page 49.) Part 4F5c3 states the following:

Permittees not subject to a trash TMDL [total maximum daily load] shall [¶]...[¶] Place trash receptacles at all transit stops within its jurisdiction that have shelters no later than August 1, 2002, and at all other transit stops within its jurisdiction no later than February 3, 2003. All trash receptacles shall be maintained as necessary.

The Commission found that each local agency subject to the permit and not subject to a trash total maximum daily load (TMDL), is entitled to reimbursement to: “Place trash receptacles at all transit stops within its jurisdiction that have shelters no later than August 1, 2002, and at all other transit stops within its jurisdiction no later than February 3, 2003. All trash receptacles shall be maintained as necessary.” All other activities pled in the test claim were denied by the Commission. The Statement of Decision was issued in September 2009.

II. ELIGIBLE CLAIMANTS

The following local agencies that incur increased costs as a result of this mandate are eligible to claim reimbursement:

- Local agency permittees identified in the Los Angeles Regional Water Quality Control Board Order No. 01-182, Permit CAS004001, that are *not* subject to a trash TMDL are eligible to claim reimbursement for the mandated activities.
- The following local agency permittees that are subject to the Ballona Creek trash TMDL are eligible to claim reimbursement for the mandated activities only to the extent they have transit stops located in areas not covered by the Ballona Creek trash TMDL requirements:
 - Beverly Hills, Culver City, Inglewood, Los Angeles (City), Los Angeles County Santa Monica, and West Hollywood
- From August 28, 2002, until September 22, 2008, the following local agency permittees that are subject to the Los Angeles River trash TMDL are eligible to claim reimbursement for the mandated activities:
 - Alhambra, Arcadia, Bell, Bell Gardens, Bradbury, Burbank, Calabasas, Carson, Commerce, Compton, Cudahy, Downey, Duarte, El Monte, Glendale, Hidden Hills, Huntington Park, Irwindale, La Canada Flintridge, Los Angeles (City), Los Angeles County, Lynwood, Maywood, Monrovia, Montebello, Monterey Park, Paramount, Pasadena, Pico Rivera, Rosemead, San Fernando, San Gabriel, San Marino, Santa Clarita, Sierra Madre, Signal Hill, Simi Valley, South El Monte, South Gate, South Pasadena, Temple City, and Vernon
- Beginning September 23, 2008, the following local agency permittees that are subject to the Los Angeles River trash TMDL are eligible to claim reimbursement for the mandated activities only to the extent they have transit stops located in areas not covered by the Los Angeles River trash TMDL requirements:
 - Alhambra, Arcadia, Bell, Bell Gardens, Bradbury, Burbank, Calabasas, Carson, Commerce, Compton, Cudahy, Downey, Duarte, El Monte, Glendale, Hidden Hills, Huntington Park, Irwindale, La Canada Flintridge, Los Angeles (City), Los Angeles County, Lynwood, Maywood, Monrovia, Montebello, Monterey Park, Paramount, Pasadena, Pico Rivera, Rosemead, San Fernando, San Gabriel, San Marino, Santa Clarita, Sierra Madre, Signal Hill, Simi Valley, South El Monte, South Gate, South Pasadena, Temple City, and Vernon

III. PERIOD OF REIMBURSEMENT

Government Code section 17557 states that a test claim shall be submitted on or before June 30 following a given fiscal year to establish eligibility for reimbursement for that fiscal year. The County of Los Angeles filed a test claim on *Transit Trash Receptacles* (03-TC-04) on September 2, 2003. The Cities of Artesia, Beverly Hills, Carson, La Mirada, Monrovia, Norwalk, Rancho Palos Verdes, San Marino, and Westlake Village filed a test claim on *Waste Discharge Requirements* (03-TC-20) on September 30, 2003. The Cities of Baldwin Park, Bellflower, Cerritos, Covina, Downey, Monterey Park, Pico Rivera, Signal Hill, South Pasadena, and West Covina filed a test claim on *Storm Water Pollution Requirements* (03-TC-21) on September 30, 2003. Each test claim alleged that Part 4F5C3 of the Los Angeles Regional Water Quality Control Board Order No. 01-182,

Permit CAS004001 was a reimbursable state-mandated program. The filing dates of these test claims establish eligibility for reimbursement beginning July 1, 2002, pursuant to Government Code section 17557, subdivision (e), and continues until a new NPDES permit issued by the Regional Water Quality Control Board for Los Angeles is adopted.

Reimbursement for state-mandated costs may be claimed as follows:

1. Costs for one fiscal year shall be included in each claim.
2. All claims for reimbursement of initial fiscal year costs shall be submitted to the State Controller within 120 days of the issuance date for the claiming instructions. (Gov. Code, § 17561, subd. (b)(1)(A).)
3. A local agency may, by February 15 following the fiscal year in which costs were incurred, file an annual reimbursement claim that details the costs actually incurred for that fiscal year. (Gov. Code, § 17560, subd. (a).)
4. In the event revised claiming instructions are issued by the Controller pursuant to Government Code section 17558, subdivision (c), between November 15 and February 15, a local agency filing an annual reimbursement claim shall have 120 days following the issuance date of the revised claiming instructions to file a claim. (Gov. Code, § 17560, subd. (b).)
5. If the total costs for a given fiscal year do not exceed \$1,000, no reimbursement shall be allowed except as otherwise allowed by Government Code section 17564, subdivision (a).
6. There shall be no reimbursement for any period in which the Legislature has suspended the operation of a mandate pursuant to state law.

IV. REIMBURSABLE ACTIVITIES

To be eligible for mandated cost reimbursement for any fiscal year, only actual costs may be claimed for the one-time activities in section IV. A below. The ongoing activities in section IV. B below are reimbursed under a reasonable reimbursement methodology.

Actual costs are those costs actually incurred to implement the mandated activities. Actual costs must be traceable and supported by source documents that show the validity of such costs, when they were incurred, and their relationship to the reimbursable activities. A source document is a document created at or near the same time the actual costs were incurred for the event or activity in question. Source documents may include, but are not limited to, employee time records or time logs, sign-in sheets, invoices, and receipts.

Evidence corroborating the source documents may include, but is not limited to, timesheets, worksheets, cost allocation reports (system generated), purchase orders, contracts, agendas, calendars, and declarations. Declarations must include a certification or declaration stating, "I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct," and must further comply with the requirements of Code of Civil Procedure section 2015.5. Evidence corroborating the source documents may include data relevant to the reimbursable activities otherwise reported in compliance with local, state, and federal government requirements. However, corroborating documents cannot be substituted for source documents.

The claimant is only allowed to claim and be reimbursed for increased costs for reimbursable activities identified below. Increased cost is limited to the cost of an activity that the claimant is required to incur as a result of the mandate.

For each eligible local agency, the following activities are reimbursable:

- A. Install Trash Receptacles (one-time per transit stop, reimbursed using actual costs):
 - 1. Identify locations of all transit stops within the jurisdiction required to have a trash receptacle pursuant to the Permit.
 - 2. Select receptacle and pad type, evaluate proper placement of receptacles and prepare specifications and drawings.
 - 3. Prepare contracts, conduct specification review process, advertise bids, and review and award bids.
 - 4. Purchase or construct receptacles and pads and install receptacles and pads.
 - 5. Move (including replacement if required) receptacles and pads to reflect changes in transit stops, including costs of removal and restoration of property at former receptacle location and installation at new location.
- B. Maintain Trash Receptacles and Pads (on-going, reimbursed using the reasonable reimbursement methodology):
 - 1. Collect and dispose of trash at a disposal/recycling facility. *This activity is limited to no more than three times per week.*
 - 2. Inspect receptacles and pads for wear, cleaning, emptying, and other maintenance needs.
 - 3. Maintain receptacles and pads. This activity includes painting, cleaning, and repairing receptacles; and replacing liners. The cost of paint, cleaning supplies and liners is reimbursable. *Graffiti removal is not reimbursable.*
 - 4. Replace individual damaged or missing receptacles and pads. The costs to purchase and install replacement receptacles and pads and dispose of or recycle replaced receptacles and pads are reimbursable.

V. CLAIM PREPARATION AND SUBMISSION OF ACTUAL COSTS FOR THE REIMBURSABLE ACTIVITIES IDENTIFIED IN SECTION IV.A.

Each of the following cost elements must be identified for the reimbursable activities identified in section IV of this document. Each reimbursable cost must be supported by source documentation as described in section IV. Additionally, each reimbursement claim must be filed in a timely manner.

A. Direct Cost Reporting

Direct costs are those costs incurred specifically for reimbursable activities. The following direct costs are eligible for reimbursement.

1. Salaries and Benefits

Report each employee implementing the reimbursable activities by name, job classification, and productive hourly rate (total wages and related benefits divided by productive hours). Describe the specific reimbursable activities performed and the hours devoted to each reimbursable activity performed.

2. Materials and Supplies

Report the cost of materials and supplies that have been consumed or expended for the purpose of the reimbursable activities. Purchases shall be claimed at the actual price after deducting discounts, rebates, and allowances received by the claimant. Supplies that are withdrawn from inventory shall be charged on an appropriate and recognized method of costing, consistently applied.

3. Contracted Services

Report the name of the contractor and services performed to implement the reimbursable activities. If the contractor bills for time and materials, report the number of hours spent on the activities and all costs charged. If the contract is a fixed price, report the services that were performed during the period covered by the reimbursement claim. If the contract services were also used for purposes other than the reimbursable activities, only the pro-rata portion of the services used to implement the reimbursable activities can be claimed. Submit contract consultant and attorney invoices with the claim and a description of the contract scope of services.

4. Fixed Assets and Equipment

Report the purchase price paid for fixed assets and equipment (including computers) necessary to implement the reimbursable activities. The purchase price includes taxes, delivery costs, and installation costs. If the fixed asset or equipment is also used for purposes other than the reimbursable activities, only the pro-rata portion of the purchase price used to implement the reimbursable activities can be claimed.

5. Travel

Report the name of the employee traveling for the purpose of the reimbursable activities. Include the date of travel, destination point, the specific reimbursable activity requiring travel, and related travel expenses reimbursed to the employee in compliance with the rules of the local jurisdiction. Report employee travel time according to the rules of cost element A.1, Salaries and Benefits, for each applicable reimbursable activity.

B. Indirect Cost Rates

Indirect costs are costs that are incurred for a common or joint purpose, benefiting more than one program, and are not directly assignable to a particular department or program without efforts disproportionate to the result achieved. Indirect costs may include: (1) the overhead costs of the unit performing the mandate; and (2) the costs of the central government services distributed to the other departments based on a systematic and rational basis through a cost allocation plan.

Compensation for indirect costs is eligible for reimbursement utilizing the procedure provided in the 2 CFR Part 225 (Office of Management and Budget (OMB) Circular A-87). Claimants have the option of using 10% of labor, excluding fringe benefits, or preparing an Indirect Cost Rate Proposal (ICRP) if the indirect cost rate claimed exceeds 10%.

If the claimant chooses to prepare an ICRP, both the direct costs (as defined and described in 2 CFR Part 225, Appendix A and B (OMB Circular A-87 Attachments A and B) and the indirect shall exclude capital expenditures and unallowable costs (as defined and described in 2 CFR Part 225, Appendix A and B (OMB Circular A-87 Attachments A and B).) However, unallowable costs must be included in the direct costs if they represent activities to which indirect costs are properly allocable.

The distributions base may be: (1) total direct costs (excluding capital expenditures and other distorting items, such as pass-through funds, major subcontracts, etc.); (2) direct salaries and wages; or (3) another base which results in an equitable distribution.

In calculating an ICRP, the claimant shall have the choice of one of the following methodologies:

1. The allocation of allowable indirect costs (as defined and described in OMB Circular A-87 Attachments A and B) shall be accomplished by: (1) classifying a department's total costs for the base period as either direct or indirect; and (2) dividing the total allowable indirect costs (net of applicable credits) by an equitable distribution base. The result of this process is an indirect cost rate which is used to distribute indirect costs to mandates. The rate should be expressed as a percentage which the total amount allowable indirect costs bears to the base selected; or
2. The allocation of allowable indirect costs (as defined and described in (OMB Circular A-87 Attachments A and B) shall be accomplished by: (1) separate a department into groups, such as divisions or sections, and then classifying the division's or section's total costs for the base period as either direct or indirect; and (2) dividing the total allowable indirect costs (net of applicable credits) by an equitable distribution base. The result of this process is an indirect cost rate that is used to distribute indirect costs to mandates. The rate should be expressed as a percentage which the total amount allowable indirect costs bears to the base selected.

VI. CLAIM PREPARATION AND SUBMISSION OF THE REASONABLE REIMBURSEMENT METHODOLOGY FOR THE REIMBURSABLE ACTIVITIES IDENTIFIED IN SECTION IV.B

Direct and Indirect Costs

The Commission is adopting a reasonable reimbursement methodology to reimburse eligible local agencies for all direct and indirect costs for the on-going activities identified in section IV.B of these parameters and guidelines to maintain trash receptacles. (Gov. Code, §§ 17557, subd. (b) & 17518.) The RRM is in lieu of filing detailed documentation of actual costs. Under the RRM, the unit cost of \$6.74, during the period of July 1, 2002 to June 30, 2009, for each trash collection or "pickup" is multiplied by the annual number of trash collections (number of receptacles times pickup

events for each receptacle), subject to the limitation of no more than three pickups per week. Beginning in fiscal year 2009-2010, the RRM shall be adjusted annually by the implicit price deflator as forecast by the Department of Finance.

VII. RECORDS RETENTION

A. Actual Costs

Pursuant to Government Code section 17558.5, subdivision (a), a reimbursement claim for actual costs filed by a local agency or school district pursuant to this chapter¹ is subject to the initiation of an audit by the State Controller no later than three years after the date that the actual reimbursement claim is filed or last amended, whichever is later. However, if no funds are appropriated or no payment is made to a claimant for the program for the fiscal year for which the claim is filed, the time for the Controller to initiate an audit shall commence to run from the date of initial payment of the claim. All documents used to support the reimbursable activities, as described in Section IV, must be retained during the period subject to audit. If an audit has been initiated by the Controller during the period subject to audit, the retention period is extended until the ultimate resolution of any audit findings.

B. Reasonable Reimbursement Methodology

Pursuant to Government Code section 17558.5, subdivision (a), a reimbursement claim for actual costs filed by a school district pursuant to this chapter² is subject to the initiation of an audit by the Controller no later than three years after the date that the actual reimbursement claim is filed or last amended, whichever is later. However, if no funds are appropriated or no payment is made to a claimant for the program for the fiscal year for which the claim is filed, the time for the Controller to initiate an audit shall commence to run from the date of initial payment of the claim. In any case, an audit shall be completed not later than two years after the date that the audit is commenced.

Pursuant to Government Code section 17561, subdivision (d)(2), the Controller has the authority to audit the application of a reasonable reimbursement methodology.

Local agencies must retain documentation which supports the reimbursement of the maintenance costs identified in Section IV.B of these parameters and guidelines during the period subject to audit, including documentation showing the number of trash receptacles in the jurisdiction and the number of trash collections or pickups. If an audit has been initiated by the Controller during the period subject to audit, the record retention period is extended until the ultimate resolution of any audit findings.

VIII. OFFSETTING REVENUES AND REIMBURSEMENTS

Any offsetting revenue the claimant experiences in the same program as a result of the same statutes or executive orders found to contain the mandate shall be deducted from the costs claimed. In addition, reimbursement for this mandate received from any federal, state or non-local source shall be identified and deducted from this claim.

¹ This refers to Title 2, division 4, part 7, chapter 4 of the Government Code.

² This refers to Title 2, division 4, part 7, chapter 4 of the Government Code.

VIII. STATE CONTROLLER'S CLAIMING INSTRUCTIONS

Pursuant to Government Code section 17558, subdivision (b), the Controller shall issue claiming instructions for each mandate that requires state reimbursement not later than 60 days after receiving the adopted parameters and guidelines from the Commission, to assist local agencies and school districts in claiming costs to be reimbursed. The claiming instructions shall be derived from the test claim decision and the parameters and guidelines adopted by the Commission.

Pursuant to Government Code section 17561, subdivision (d)(1)(A), issuance of the claiming instructions shall constitute a notice of the right of the local agencies and school districts to file reimbursement claims, based upon parameters and guidelines adopted by the Commission.

IX. REMEDIES BEFORE THE COMMISSION

Upon the request of a local agency or school district, the Commission shall review the claiming instructions issued by the State Controller or any other authorized state agency for reimbursement of mandated costs pursuant to Government Code section 17571. If the Commission determines that the claiming instructions do not conform to the parameters and guidelines, the Commission shall direct the Controller to modify the claiming instructions to conform to the parameters and guidelines as directed by the Commission.

In addition, requests may be made to amend parameters and guidelines pursuant to Government Code section 17557, subdivision (d), and California Code of Regulations, title 2, section 1183.2.

X. LEGAL AND FACTUAL BASIS FOR THE PARAMETERS AND GUIDELINES

The Statement of Decision is legally binding on all parties and provides the legal and factual basis for the parameters and guidelines. The support for the legal and factual findings is found in the administrative record for the test claim. The administrative record, including the Statement of Decision, is on file with the Commission.

MUNICIPAL STORM WATER AND URBAN RUNOFF DISCHARGES CLAIM FOR PAYMENT			For State Controller Use Only	PROGRAM 314
			(19) Program Number 00314	
			(20) Date Filed	
			(21) LRS Input	
(01) Claimant Identification Number			Reimbursement Claim Data	
(02) Claimant Name			(22) FORM-1, (04) A.1.(g)	
County of Location			(23) FORM-1, (04) A.2.(g)	
Street Address or P.O. Box		Suite	(24) FORM-1, (04) A.3.(g)	
City	State	Zip Code	(25) FORM-1, (04) A.4.(g)	
		Type of Claim	(26) FORM-1, (04) A.5.(g)	
	(03)	(09) Reimbursement <input type="checkbox"/>	(27) FORM-1, (06)	
	(04)	(10) Combined <input type="checkbox"/>	(28) FORM-1, (07)	
	(05)	(11) Amended <input type="checkbox"/>	(29) FORM-1, (08)	
Fiscal Year of Cost	(06)	(12)	(30) FORM-1, (11)	
Total Claimed Amount	(07)	(13)	(31) FORM-1, (12)	
Less: (refer to attached instructions)		(14)	(32)	
Less: Prior Claim Payment Received		(15)	(33)	
Net Claimed Amount		(16)	(34)	
Due from State	(08)	(17)	(35)	
Due to State		(18)	(36)	
(37) CERTIFICATION OF CLAIM				
<p>In accordance with the provisions of Government Code Sections 17560 and 17561, I certify that I am the officer authorized by the local agency to file mandated cost claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Article 4, Chapter 1 of Division 4 of Title 1 Government Code.</p> <p>I further certify that there was no application other than from the claimant, nor any grants or payments received for reimbursement of costs claimed herein and claimed costs are for a new program or increased level of services of an existing program. All offsetting revenues and reimbursements set forth in the parameters and guidelines are identified, and all costs claimed are supported by source documentation currently maintained by the claimant.</p> <p>The amount for this reimbursement is hereby claimed from the State for payment of actual costs set forth on the attached statements.</p> <p>I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p>				
Signature of Authorized Officer				
			Date Signed	_____
			Telephone Number	_____
			E-mail Address	_____
Type or Print Name and Title of Authorized Signatory				

(38) Name of Agency Contact Person for Claim			Telephone Number	_____
			E-mail Address	_____
Name of Consulting Firm / Claim Preparer			Telephone Number	_____
			E-mail Address	_____

PROGRAM
314

MUNICIPAL STORM WATER AND URBAN RUNOFF DISCHARGES
CLAIM FOR PAYMENT
INSTRUCTIONS

FORM
FAM - 27

- (01) Enter the claimant identification number assigned by the State Controller's Office.
- (02) Enter claimant official name, county of location, street or postal office box address, city, State, and zip code.
- (03) to (08) Leave blank.
- (09) If filing a reimbursement claim, enter an "X" in the box on line (09) Reimbursement.
- (10) Not applicable.
- (11) If filing an amended reimbursement claim, enter an "X" in the box on line (11) Amended.
- (12) Enter the fiscal year for which actual costs are being claimed. If actual costs for more than one fiscal year are being claimed, complete a separate form FAM-27 for each fiscal year.
- (13) Enter the amount of the reimbursement claim as shown on Form 1, line (13). The total claimed amount must exceed \$1,000; minimum claim must be \$1,001.
- (14) Initial claims must be filed as specified in the claiming instructions. Annual reimbursement claims must be filed by **February 15** of the following fiscal year in which costs were incurred or the claims must be reduced by a late penalty. Enter zero if the claim was timely filed. Otherwise, enter the penalty amount as a result of the calculation formula as follows:
- Late Initial Claims: FAM-27 line(13) multiplied by 10%, without limitation; or
 - Late Annual Reimbursement Claims: FAM-27, line (13) multiplied by 10%, late penalty not to exceed \$10,000.
- (15) Enter the amount of payment, if any, received for the claim. If no payment was received, enter zero.
- (16) Enter the net claimed amount by subtracting the sum of lines (14) and (15) from line (13).
- (17) If line (16), Net Claimed Amount, is positive, enter that amount on line (17), Due from State.
- (18) If line (16), Net Claimed Amount, is negative, enter that amount on line (18), Due to State.
- (19) to (21) Leave blank.
- (22) to (36) Reimbursement Claim Data. Bring forward the cost information as specified on the left-hand column of lines (22) through (36) for the reimbursement claim, e.g., Form 1, (04) A.1.(g), means the information is located on Form 1, line (04). A.1, column (g). Enter the information on the same line but in the right-hand column. Cost information should be rounded to the nearest dollar, i.e., no cents. Indirect costs percentage should be shown as a whole number and without the percent symbol, i.e., 35.19% should be shown as 35. **Completion of this data block will expedite the payment process.**
- (37) Read the statement of Certification of Claim. The claim must be dated, signed by the district's authorized officer, and must type or print name, title, date signed, telephone number, and email address. **Claims cannot be paid unless accompanied by an original signed certification. (To expedite the payment process, please sign the form FAM-27 with blue ink, and attach a copy of the form FAM-27 to the top of the claim package.)**
- (38) Enter the name, telephone number, and e-mail address of the agency contact person for the claim. If the claim was prepared by a consultant, type or print the name of the consulting firm, the claim preparer, telephone number, and e-mail address.

SUBMIT A SIGNED ORIGINAL, AND A COPY OF FORM FAM-27, WITH ALL OTHER FORMS TO:

Address, if delivered by U.S. Postal Service:

**OFFICE OF THE STATE CONTROLLER
ATTN: Local Reimbursements Section
Division of Accounting and Reporting
P.O. Box 942850
Sacramento, CA 94250**

Address, if delivered by other delivery service:

**OFFICE OF THE STATE CONTROLLER
ATTN: Local Reimbursements Section
Division of Accounting and Reporting
3301 C Street, Suite 700
Sacramento, CA 95816**

PROGRAM 314	MUNICIPAL STORM WATER AND URBAN RUNOFF DISCHARGES CLAIM SUMMARY	Form 1
------------------------------	--	-------------------------

(01) Claimant	(02) Fiscal Year ____/20____
---------------	---------------------------------

(03) Department	
-----------------	--

Direct Costs	Object Accounts						
(04) Reimbursable Activities	(a) Salaries	(b) Benefits	(c) Materials and Supplies	(d) Contract Services	(e) Fixed Assets	(f) Travel	(g) Total
A. One-time Activities							
1. Identification of locations that are required to have a trash receptacle							
2. Selection/evaluation/and preparation of specifications and drawings							
3. Preparation of contracts/specification review process/advertise/review and award bids							
4. Purchase or construction and installation of receptacles and pads							
5. Moving/restoration at old location/and installation at new location							
(05) Total One-time Costs							

Reasonable Reimbursement Methodology (RRM).

B. Ongoing Activity: Maintain Trash Receptacles and Pads		
(06) Annual number of trash collections (Refer to claiming instructions)		
(07) Total Ongoing Costs	Line (06) x RRM rate	

Indirect Costs		
(08) Indirect Cost Rate for A. One-time Activities	[From ICRP or 10%]	%
(09) Total Indirect Costs for A. One-time Activities	Line (05)(a) x 10% or [Refer to Claiming Instructions for ICRP over 10%]	
(10) Total Direct and Indirect Costs	Line (05)(g)+ line (07) + line (09)	
(11) Less: Offsetting Revenues		
(12) Less: Other Reimbursements		
(13) Total Claimed Amount	[Line (10) - {line (11) + line (12)}]	

PROGRAM 314	MUNICIPAL STORM WATER AND URBAN RUNOFF DISCHARGES CLAIM SUMMARY INSTRUCTIONS	Form 1
------------------------	---	-------------------

- (01) Enter the name of the claimant.
- (02) Enter the fiscal year of claim.
- (03) Department. If more than one department has incurred costs for this mandate, give the name of each department. A separate Form-1 should be completed for each department.
- (04) A **One-time Activities (Actual Costs)**
 Reimbursable Activities. For each reimbursable activity, enter the total from Form 2, line (05), columns (d) through (i) to Form 1, block (04), columns (a) through (f) in the appropriate row. Total each row.
- (05) Total One-time Costs. Total each column (a) through (g).
- (04) B. **Ongoing Activity- Reasonable Reimbursement Methodology (RRM)**
- (06) Annual number of trash collections. Enter the product of (number of receptacles) x (pick up events) for each receptacle, subject to the limitation of no more than three pickups per week.
 Example: 10 receptacles x 2 times per week x 52 weeks = 1,040
- (07) Total Cost = Result from line (06) above x RRM rate for the applicable fiscal year.

Example: 1,040 x \$6.74 = \$7,010

Fiscal Year	RRM Rate
2002-03 to 2008-09	\$6.74
2009-2010	6.78
2010-2011	6.80

- (08) Indirect Cost Rate for A. One-time Activities. Indirect costs may be computed as 10% of direct labor costs, excluding fringe benefits, without preparing an ICRP. If an indirect cost rate of greater than 10% is used, include the Indirect Cost Rate Proposal (ICRP) with the claim.
- (09) Local agencies have the option of using 1) the flat rate of 10% of direct labor costs or 2) a department's indirect cost rate proposal (ICRP) in accordance with the Office of Management and Budget OMB Circular A-87 (Title 2 CFR Part 225). If the flat rate is used for indirect costs, multiply Total Salaries, line (05)(a), by 10%. If an ICRP is submitted, multiply applicable costs used in the distribution base for the computation of the indirect cost rate, by the Indirect Cost Rate, line (08). If more than one department is reporting costs, each must have its own ICRP for the program. [Line (08) x (line (05) (g) – costs not used in distribution base)].
- (10) Total Direct and Indirect Costs. Enter the sum of line (05)(g) + line (07) + line (09).
- (11) Less Offsetting Revenues. If applicable, enter any revenue received by the claimant for this mandate from any state or federal source.
- (12) Less: Other Reimbursements. If applicable, enter the amount of other reimbursements received from any source including, but not limited to, service fees collected, federal funds, and other state funds, that reimbursed any portion of the mandated cost program. Submit a schedule detailing the reimbursement sources and amounts.
- (13) Total Claimed Amount. Line (10) less the sum of line (11) plus line (12). Enter the total on this line and carry the amount forward to form FAM-27, line (14) for the Reimbursement Claim.

Program 314	MUNICIPAL STORM WATER AND URBAN RUNOFF DISCHARGES ACTIVITY COST DETAIL	Form 2
------------------------------	---	-------------------------

(01) Claimant	(02) Fiscal Year
---------------	------------------

(03) Reimbursable Activities: Check only one box per form to identify the activity being claimed.

A. One-time Activities

<input type="checkbox"/> 1. Identification of locations that are required to have a trash receptacle <input type="checkbox"/> 2. Selection/evaluation and preparation of specifications and drawings <input type="checkbox"/> 3. Preparation of contracts/specification review process/advertisement/review and award of bids	<input type="checkbox"/> 4. Purchase or construction and installation of receptacles and pads <input type="checkbox"/> 5. Moving/restoration at old location/and installation at new location
---	--

(04) Description of Expenses			Object Accounts					
(a) Employee Names, Job Classifications, Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	(c) Hours Worked or Quantity	(d) Salaries	(e) Benefits	(f) Materials and Supplies	(g) Contract Services	(h) Fixed Assets	(i) Travel

(05) Total <input type="checkbox"/> Subtotal <input type="checkbox"/> Page: ___ of ___							
--	--	--	--	--	--	--	--

Program 314	MUNICIPAL STORM WATER AND URBAN RUNOFF DISCHARGES ACTIVITY COST DETAIL INSTRUCTIONS	Form 2
----------------------------------	--	-----------------------------

- (01) Claimant. Enter the name of the claimant.
- (02) Fiscal Year. Enter the fiscal year for which costs were incurred.
- (03) Reimbursable Activities. Check the box which indicates the activity being claimed. Check only one box per form. A separate Form 2 must be prepared for each applicable activity.
- (04) Description of Expenses. The following table identifies the type of information required to support reimbursable costs. To detail costs for the activity box checked in block (03), enter the employee names, position titles, a brief description of the activities performed, actual time spent by each employee, productive hourly rates, fringe benefits, supplies used, contract services, and travel expenses. **The descriptions required in column (4)(a) must be of sufficient detail to explain the cost of activities or items being claimed.** For audit purposes, all supporting documents must be retained by the claimant for a period of not less than three years after the date the claim was filed or last amended, whichever is later. If no funds were appropriated and no payment was made at the time the claim was filed, the time for the Controller to initiate an audit shall be from the date of initial payment of the claim. Such documents must be made available to the SCO on request.

Object/ Sub object Accounts	Columns									Submit supporting documents with the claim
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	
Salaries	Employee Name/Title	Hourly Rate	Hours Worked	Salaries = Hourly Rate x Hours Worked						
Benefits	Activities Performed	Benefit Rate			Benefits = Benefit Rate x Salaries					
Materials and Supplies	Description of Supplies Used	Unit Cost	Quantity Used			Cost = Unit Cost x Quantity Used				
Contract Services	Name of Contractor Specific Tasks Performed	Hourly Rate	Hours Worked Inclusive Dates of Service				Cost = Hourly Rate x Hours Worked			Copy of Contract
Fixed Assets	Description of Equipment Purchased	Unit Cost	Usage					Cost = Unit Cost x Usage		
Travel	Purpose of Trip Name and Title Departure and Return Date	Per Diem Rate Mileage Rate Travel Cost	Days Miles Travel Mode						Total Travel Cost = Rate x Days or Miles	

- (05) Total line (04), columns (d) through (i) and enter the sum on this line. Check the appropriate box to indicate if the amount is a total or subtotal. If more than one form is needed to detail the activity costs, number each page. Enter totals from line (05), columns (d) through (i) to Form 1, block (05), columns (a) through (f) in the appropriate row.

12. CLAIM CERTIFICATION

*Read, sign, and date this section and insert at the end of the incorrect reduction claim submission.**

This claim alleges an incorrect reduction of a reimbursement claim filed with the State Controller's Office pursuant to Government Code section 17561. This incorrect reduction claim is filed pursuant to Government Code section 17551, subdivision (d). I hereby declare, under penalty of perjury under the laws of the State of California, that the information in this incorrect reduction claim submission is true and complete to the best of my own knowledge or information or belief.

Jeffrey L. Stewart

Print or Type Name of Authorized Local Agency or School District Official



Signature of Authorized Local Agency or School District Official

City Manager

Print or Type Title

July 26, 2018

Date

** If the declarant for this Claim Certification is different from the Claimant contact identified in section 2 of the incorrect reduction claim form, please provide the declarant's address, telephone number, fax number, and e-mail address below.*

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

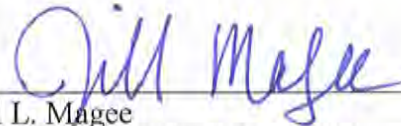
I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On August 23, 2018, I served the:

- **Notice of Complete Incorrect Reduction Claim, Schedule for Comments, and Notice of Tentative Hearing Date issued August 23, 2018**
- **Incorrect Reduction Claim (IRC) filed by the City of Bellflower on August 17, 2018**
Municipal Storm Water and Urban Runoff Discharges, 18-0304-I-01
Los Angeles Regional Quality Control Board Order No. 01-182,
Permit CAS004001, Part 4F5c3
Fiscal Years: 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007,
2007-2008, 2008-2009, and 2009-2010
City of Bellflower, Claimant

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on August 23, 2018 at Sacramento, California.



Jill L. Magee
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814
(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 8/21/18

Claim Number: 18-0304-I-01

Matter: Municipal Storm Water and Urban Runoff Discharges

Claimant: City of Bellflower

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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EXHIBIT E

Final State Audit Report

CITY OF NORWALK

Audit Report

MUNICIPAL STORM WATER AND URBAN RUNOFF DISCHARGES PROGRAM

Los Angeles Regional Water Quality Control Board, Order
No. 01-182, Permit CAS004001, Part 4F5c3

July 1, 2002, through June 30, 2013



BETTY T. YEE
California State Controller

May 2017



BETTY T. YEE
California State Controller

May 23, 2017

The Honorable Luigi Vernola, Mayor
City of Norwalk
12700 Norwalk Boulevard
Norwalk, CA 90650

Dear Mayor Vernola:

The State Controller's Office audited the costs claimed by the City of Norwalk for the legislatively mandated Municipal Storm Water and Urban Runoff Discharges Program (Los Angeles Regional Water Quality Control Board, Order No. 01-182, Permit CAS004001, Part 4F5c3) for the period of July 1, 2002, through June 30, 2013.

The city claimed \$1,441,130 for the mandated program. Our audit found that \$361,508 is allowable and \$1,079,622 is unallowable. The costs are unallowable because the city claimed ineligible costs, overstated the annual number of trash collections, and did not report offsetting revenues. The State made no payments to the city. The State will pay \$361,508, contingent upon available appropriations.

This final audit report contains an adjustment to costs claimed by the city. If you disagree with the audit findings, you may file an Incorrect Reduction Claim (IRC) with the Commission on the State Mandates (Commission). Pursuant to Section 1185, subdivision (c), of the Commission's regulations (*California Code of Regulations*, Title 3), an IRC challenging this adjustment must be filed with the Commission no later than three years following the date of this report, regardless of whether this report is subsequently supplemented, superseded, or otherwise amended. You may obtain IRC information on the Commission's website at www.csm.ca.gov/forms/IRCFForm.pdf.

If you have any questions, please contact Jim L. Spano, Chief, Mandated Cost Audits Bureau, by telephone at (916) 323-5849.

Sincerely,

Original signed by

JEFFREY V. BROWNFIELD, CPA
Chief, Division of Audits

JVB/ljs

cc: Inez Alvarez, Public Services Superintendent
Public Services Department, City of Norwalk
Jana Stuard, Director of Finance
Finance Department, City of Norwalk
Devon Jimenez, Controller
Finance Department, City of Norwalk
Theresa Clark, Manager of Strategic Planning and Administrative Services
City of Norwalk
Chris Hill, Principal Program Budget Analyst
Local Government Unit, California Department of Finance
Steven Pavlov, Finance Budget Analyst
Local Government Unit, California Department of Finance
Anita Dagan, Manager
Local Government Programs and Services Division
State Controller's Office

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Audit Report

Summary

The State Controller's Office (SCO) audited the costs claimed by the City of Norwalk for the legislatively mandated Municipal Storm Water and Urban Runoff Discharges Program (Los Angeles Regional Water Quality Control Board, Order No. 01-182, Permit CAS004001, Part 4F5c3) for the period of July 1, 2002, through June 30, 2013.

The city claimed \$1,441,130 for the mandated program. Our audit found that \$361,508 is allowable and \$1,079,622 is unallowable. The costs are unallowable because the city claimed ineligible costs, overstated the annual number of trash collections, and did not report offsetting revenues. The State made no payments to the city. The State will pay \$361,508, contingent upon available appropriations.

Background

The California Regional Water Quality Control Board, Los Angeles Region (Board), adopted a 2001 storm water permit (Permit CAS004001) that requires local jurisdictions to:

Place trash receptacles at all transit stops within its jurisdiction that have shelters no later than August 1, 2002, and at all other transit stops within its jurisdiction no later than February 3, 2003. All trash receptacles shall be maintained as necessary.

On July 31, 2009, the Commission on State Mandates (Commission) determined that part 4F5c3 of the permit imposes a state mandate reimbursable under Government Code section 17561 and adopted the Statement of Decision. The Commission further clarified that each local agency subject to the permit and not subject to a trash total maximum daily load (TMDL) is entitled to reimbursement.

The Commission also determined that the period of reimbursement for the mandated activities begins July 1, 2002, and continues until a new National Pollutant Discharge Elimination System (NPDES) permit issued by the Board is adopted. On November 8, 2012, the Board adopted a new NPDES permit, Order No. R4-2012-0175, which became effective on December 28, 2012.

The program's parameters and guidelines establish the state mandate and define the reimbursement criteria. The Commission adopted the parameters and guidelines on March 24, 2011. In compliance with Government Code section 17558, the SCO issues claiming instructions to assist local agencies, school districts, and community college districts in claiming mandated program reimbursable costs.

Objectives, Scope, and Methodology

We conducted this performance audit to determine whether costs claimed represent increased costs resulting from the Municipal Storm Water and Urban Runoff Discharges Program for the period of July 1, 2002, through June 30, 2013.

The legal authority to conduct this audit is provided by Government Code sections 12410, 17558.5, and 17561. We conducted this audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We limited our review of the city's internal controls to gaining an understanding of the transaction flow and claim preparation process as necessary to develop appropriate auditing procedures. Our audit scope did not assess the efficiency or effectiveness of program operations. We did not audit the city's financial statements.

The objectives of our audit were to determine whether costs claimed were supported by appropriate source documents, were not funded by another source, and were not unreasonable and/or excessive.

To achieve our audit objectives, we:

- Reviewed the annual claims filed with the SCO to identify any mathematical errors and performed analytical procedures to determine any unusual or unexpected variances from year-to-year;
- Completed an internal control questionnaire and performed a walk-through of claim preparation process to determine what information was used, who obtained it, and how it was obtained;
- Assessed whether computer-processed data provided by the city to support claimed costs was complete and accurate and could be relied upon;
- Researched the city's location within the Los Angeles River Watershed and gained an understanding of the trash TMDL effective date;
- Determined whether the city claimed reimbursement using the correct unit cost rate;
- Reviewed the documentation provided to support the number of transit stops containing trash receptacles, and corroborated the supporting documentation with physical inspections of a number of current transit stops;
- Reviewed the documentation provided to support the contracted waste haulers' processes in performing transit stop trash collections; and
- Determined whether the city realized any revenue from the statutes that created the mandated program or reimbursements from any federal, state, or non-local source.

Conclusion

Our audit found instances of noncompliance with the requirements outlined in the Objectives section. These instances are described in the accompanying Schedule (Summary of Program Costs) and in the Findings and Recommendations section of this report.

For the audit period, the City of Norwalk claimed \$1,441,130 for costs of the Municipal Storm Water and Urban Runoff Discharges Program. Our audit found that \$361,508 is allowable and \$1,079,622 is unallowable. The State made no payments to the city. The State will pay \$361,508, contingent upon available appropriations.

**Views of
Responsible
Officials**

We issued a draft audit report on April 11, 2017. Jana Stuard, Director of Finance, responded by letter dated April 20, 2017 (Attachment), disagreeing with the audit results. This final audit report includes the city's response.

Restricted Use

This report is solely for the information and use of the City of Norwalk, the California Department of Finance, and the SCO; it is not intended to be and should not be used by anyone other than these specified parties. This restriction is not intended to limit distribution of this report, which is a matter of public record.

Original signed by

JEFFREY V. BROWNFIELD, CPA
Chief, Division of Audits

May 23, 2017

Schedule—
Summary of Program Costs
July 1, 2002, through June 30, 2013

Cost Elements	Actual Costs Claimed	Allowable per Audit	Audit Adjustment	Reference ¹
<u>July 1, 2002, through June 30, 2003</u>				
One-time activities:				
Salaries and benefits	\$ 5,756	\$ 5,756	\$ -	
Materials and supplies	+ 67,814	+ 67,814	+ -	
Contract services	+ 4,155	+ 4,155	+ -	
Indirect costs	+ 399	+ 399	+ -	
Total one-time costs	<u>78,124</u>	<u>78,124</u>	<u>-</u>	
Ongoing activities:				
Unit cost rate	6.74	6.74	6.74	
Annual number of trash collections	× 4,979	× 5,039	× 60	
Total ongoing costs	<u>33,558</u>	<u>33,963</u>	<u>405</u>	Finding 2
Total one-time costs and ongoing costs	111,682	112,087	405	
Less offsetting revenues and reimbursements	<u>-</u>	<u>(71,832)</u>	<u>(71,832)</u>	Finding 3
Total program costs	<u>\$ 111,682</u>	40,255	<u>\$ (71,427)</u>	
Less amount paid by the State		<u>-</u>		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ 40,255</u>		
<u>July 1, 2003, through June 30, 2004</u>				
One-time activities:				
Salaries and benefits	\$ 7,258	\$ 7,258	\$ -	
Materials and supplies	+ 2,403	+ 2,403	+ -	
Indirect costs	+ 502	+ 502	+ -	
Total one-time costs	<u>10,163</u>	<u>10,163</u>	<u>-</u>	
Ongoing activities:				
Unit cost rate	6.74	6.74	6.74	
Annual number of trash collections	× 11,804	× 9,256	× (2,548)	
Total ongoing costs	<u>79,559</u>	<u>62,385</u>	<u>(17,174)</u>	Finding 2
Total one-time costs and ongoing costs	89,722	72,548	(17,174)	
Less offsetting revenues and reimbursements	<u>-</u>	<u>(5,235)</u>	<u>(5,235)</u>	Finding 3
Total program costs	<u>\$ 89,722</u>	67,313	<u>\$ (22,409)</u>	
Less amount paid by the State		<u>-</u>		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ 67,313</u>		

Schedule (continued)

Cost Elements	Actual Costs Claimed	Allowable per Audit	Audit Adjustment	Reference ¹
<u>July 1, 2004, through June 30, 2005</u>				
Ongoing activities:				
Unit cost rate	\$ 6.74	\$ 6.74	\$ 6.74	
Annual number of trash collections	× 11,804	× 9,256	× (2,548)	
Total ongoing costs	79,559	62,385	(17,174)	Finding 2
Less offsetting revenues and reimbursements	-	-	-	Finding 3
Total program costs	<u>\$ 79,559</u>	62,385	<u>\$ (17,174)</u>	
Less amount paid by the State		-		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ 62,385</u>		
<u>July 1, 2005, through June 30, 2006</u>				
One-time activities:				
Salaries and benefits	\$ 15,787	\$ 15,787	\$ -	
Contract services	+ 10,040	+ 10,040	+ -	
Indirect costs	+ 1,093	+ 1,093	+ -	
Total one-time costs	<u>26,920</u>	<u>26,920</u>	<u>-</u>	
Ongoing activities:				
Unit cost rate	6.74	6.74	6.74	
Annual number of trash collections	× 11,804	× 10,712	× (1,092)	
Total ongoing activities	<u>79,559</u>	<u>72,199</u>	<u>(7,360)</u>	Finding 2
Total one-time costs and ongoing costs	106,479	99,119	(7,360)	
Less offsetting revenues and reimbursements	<u>-</u>	<u>(39,254)</u>	<u>(39,254)</u>	Finding 3
Total program costs	<u>\$ 106,479</u>	59,865	<u>\$ (46,614)</u>	
Less amount paid by the State		-		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ 59,865</u>		
<u>July 1, 2006, through June 30, 2007</u>				
One-time activities:				
Salaries and benefits	\$ 3,246	\$ -	\$ (3,246)	
Materials and supplies	+ 375,933	+ 70,683	+ (305,250)	
Contract services	+ 5,945	+ 5,945	+ -	
Indirect costs	+ 224	+ -	+ (224)	
Total one-time costs	<u>385,348</u>	<u>76,628</u>	<u>(308,720)</u>	Finding 1
Ongoing activities:				
Unit cost rate	6.74	6.74	6.74	
Annual number of trash collections	× 11,804	× 10,712	× (1,092)	
Total ongoing costs	<u>79,559</u>	<u>72,199</u>	<u>(7,360)</u>	Finding 2
Total one-time costs and ongoing costs	464,907	148,827	(316,080)	
Less offsetting revenues and reimbursements	<u>-</u>	<u>(113,177)</u>	<u>(113,177)</u>	Finding 3
Total program costs	<u>\$ 464,907</u>	35,650	<u>\$ (429,257)</u>	
Less amount paid by the State		-		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ 35,650</u>		

Schedule (continued)

Cost Elements	Actual Costs Claimed	Allowable per Audit	Audit Adjustment	Reference ¹
<u>July 1, 2007, through June 30, 2008</u>				
One-time activities:				
Salaries and benefits	\$ 1,972	\$ -	\$ (1,972)	
Contract services	+ 1,709	+ 1,709	+ -	
Indirect costs	+ 137	+ -	+ (137)	
Total one-time costs	<u>3,818</u>	<u>1,709</u>	<u>(2,109)</u>	Finding 1
Ongoing activities:				
Unit cost rate	6.74	6.74	6.74	
Annual number of trash collections	× 12,883	× 13,000	× 117	
Total ongoing costs	<u>86,831</u>	<u>87,620</u>	<u>789</u>	Finding 2
Total one-time costs and ongoing costs	<u>90,649</u>	<u>89,329</u>	<u>(1,320)</u>	
Less offsetting revenues and reimbursements	<u>-</u>	<u>(31,709)</u>	<u>(31,709)</u>	Finding 3
Total program costs	<u>\$ 90,649</u>	<u>57,620</u>	<u>\$ (33,029)</u>	
Less amount paid by the State		<u>-</u>		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ 57,620</u>		
<u>July 1, 2008, through June 30, 2009</u>				
Ongoing activities:				
Unit cost rate	\$ 6.74	\$ 6.74	\$ 6.74	
Annual number of trash collections	× 13,780	× 13,000	× (780)	
Total ongoing costs	<u>92,877</u>	<u>87,620</u>	<u>(5,257)</u>	Finding 2
Less offsetting revenues and reimbursements	<u>-</u>	<u>(57,736)</u>	<u>(57,736)</u>	Finding 3
Total program costs	<u>\$ 92,877</u>	<u>29,884</u>	<u>\$ (62,993)</u>	
Less amount paid by the State		<u>-</u>		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ 29,884</u>		
<u>July 1, 2009, through June 30, 2010</u>				
Ongoing activities:				
Unit cost rate	\$ 6.78	\$ 6.78	\$ 6.78	
Annual number of trash collections	× 11,492	× 13,000	× 1,508	
Total ongoing costs	<u>77,916</u>	<u>88,140</u>	<u>10,224</u>	Finding 2
Less offsetting revenues and reimbursements	<u>-</u>	<u>(79,604)</u>	<u>(79,604)</u>	Finding 3
Total program costs	<u>\$ 77,916</u>	<u>8,536</u>	<u>\$ (69,380)</u>	
Less amount paid by the State		<u>-</u>		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ 8,536</u>		
<u>July 1, 2010, through June 30, 2011</u>				
Ongoing activities:				
Unit cost rate	\$ 6.80	\$ 6.80	\$ 6.80	
Annual number of trash collections	× 15,392	× 13,000	× (2,392)	
Total ongoing costs	<u>104,666</u>	<u>88,400</u>	<u>(16,266)</u>	Finding 2
Less offsetting revenues and reimbursements	<u>-</u>	<u>(88,400)</u>	<u>(88,400)</u>	Finding 3
Total program costs	<u>\$ 104,666</u>	<u>-</u>	<u>\$ (104,666)</u>	
Less amount paid by the State		<u>-</u>		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ -</u>		

Schedule (continued)

Cost Elements	Actual Costs Claimed	Allowable per Audit	Audit Adjustment	Reference ¹
<u>July 1, 2011, through June 30, 2012</u>				
Ongoing activities:				
Unit cost rate	\$ 7.15	\$ 7.15	\$ 7.15	
Annual number of trash collections	× 15,392	× 13,000	× (2,392)	
Total ongoing costs	110,053	92,950	(17,103)	Finding 2
Less offsetting revenues and reimbursements	-	(92,950)	(92,950)	Finding 3
Total program costs	<u>\$ 110,053</u>	-	<u>\$ (110,053)</u>	
Less amount paid by the State		-		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ -</u>		
<u>July 1, 2012, through June 30, 2013</u>				
One-time activities:				
Salaries and benefits	\$ 98	\$ -	\$ (98)	
Indirect costs	6	-	(6)	
Total one-time costs	104	-	(104)	Finding 1
Ongoing activities:				
Unit cost rate	\$ 7.31	\$ 7.31	\$ 7.31	
Annual number of trash collections	× 15,392	× 6,500	× (8,892)	
Total ongoing costs	112,516	47,515	(65,001)	Finding 2
Total one-time costs and ongoing costs	112,620	47,515	(65,105)	
Less offsetting revenues and reimbursements	-	(47,515)	(47,515)	Finding 3
Total program costs	<u>\$ 112,620</u>	-	<u>\$ (112,620)</u>	
Less amount paid by the State		-		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ -</u>		
<u>Summary: July 1, 2002, through June 30, 2013</u>				
One-time costs	\$ 504,477	\$ 193,544	\$ (310,933)	Finding 1
Ongoing costs	936,653	795,376	(141,277)	Finding 2
Total one-time costs and ongoing costs	1,441,130	988,920	(452,210)	
Less offsetting revenues and reimbursements	-	(627,412)	(627,412)	Finding 3
Total program costs	<u>\$ 1,441,130</u>	361,508	<u>\$ (1,079,622)</u>	
Less amount paid by the State		-		
Allowable costs claimed in excess of (less than) amount paid		<u>\$ 361,508</u>		

¹ See the Findings and Recommendations section.

Findings and Recommendations

FINDING 1— Ineligible one-time costs

The city claimed \$504,477 for one-time activities related to the purchase and installation of transit stop trash receptacles. We found that \$193,544 is allowable and \$310,933 is unallowable. The costs are unallowable because the city claimed reimbursement for improvements at existing bus stops.

The following table summarizes the audit adjustment by object account:

	Amount Claimed	Amount Allowable	Audit Adjustment
Salaries, benefits, and related indirect costs	\$ 36,478	\$ 30,795	\$ (5,683)
Materials and supplies	446,150	140,900	(305,250)
Contract services	21,849	21,849	-
Total one-time costs	<u>\$ 504,477</u>	<u>\$ 193,544</u>	<u>\$(310,933)</u>

Bus Stop Improvement Project (BSIP)

In the spring of 2003, the city contracted with Quick Crete Products for the purchase and installation of 165 trash receptacles. Total costs amounted to \$70,217 (\$67,814 in fiscal year (FY) 2002-03 and \$2,403 in FY 2003-04). Three years later, the city adopted the BSIP Master Plan (Project No. 7709), which “established guidelines for *improving* bus stops in the City of Norwalk that would assure consistently attractive, accessible, and secure bus stops that can be easily maintained” [emphasis added]. On June 20, 2006, the project was awarded to Olivas Valdez, Inc., who, among other activities, installed 194 transit stop trash receptacles. Funding for the project consisted of restricted revenues (see Finding 3).

Reimbursement for one-time activities is limited to one-time per transit stop. The cost to replace damaged or missing receptacles is allowable as an ongoing cost and is reimbursable through the Commission-adopted reasonable reimbursement methodology (see Finding 2). Therefore, we found that the costs to purchase and install 165 trash receptacles in FY 2002-03 and 29 trash receptacles in FY 2006-07, for a total of 194, are allowable as follows:

Fiscal Year	Total No. of Receptacles Installed	No. of Trash Receptacles Allowable
2002-03	165	165
2006-07	194	29
Total	<u>359</u>	<u>194</u>

The parameters and guidelines (section IV.A.) identify allowable one-time costs as follows:

- A. Install Trash Receptacles (one-time per transit stop, reimbursed using actual costs):
 - 1. Identify locations of all transit stops within the jurisdiction required to have a trash receptacle pursuant to the Permit.
 - 2. Select receptacle and pad type, evaluate proper placement of receptacles and prepare specifications and drawings.
 - 3. Prepare contracts, conduct specification review process, advertise bids, and review and award bids.
 - 4. Purchase or construct receptacles and pads and install receptacles and pads
 - 5. Move (including replacement if required) receptacles and pads to reflect changes in transit stops, including costs of removal and restoration of property at former receptacle location and installation at new location.

Salaries, benefits, and related indirect costs

For FY 2006-07, FY 2007-08, and FY 2012-13, the city claimed \$5,683 in unallowable salaries, benefits, and related indirect costs related to improvements at existing transit stops for the BSIP.

The following table summarizes the audit adjustment by fiscal year:

Fiscal Year	Amount Claimed	Amount Allowable	Audit Adjustment
2002-03	\$ 6,155	\$ 6,155	\$ -
2003-04	7,760	7,760	-
2005-06	16,880	16,880	-
2006-07	3,470	-	(3,470)
2007-08	2,109	-	(2,109)
2012-13	104	-	(104)
Total	<u>\$36,478</u>	<u>\$30,795</u> ¹	<u>\$ (5,683)</u>

¹ \$30,795 is made up of \$10,327 in general funds and \$20,468 in restricted funds.

Materials and supplies

For FY 2006-07, the city claimed \$305,250 in unallowable materials and supplies related to improvements at existing transit stops for the BSIP.

The following table summarizes the audit adjustment by fiscal year:

<u>Fiscal Year</u>	<u>Amount Claimed</u>	<u>Amount Allowable</u>	<u>Audit Adjustment</u>
2002-03	\$ 67,814	\$ 67,814	\$ -
2003-04	2,403	2,403	-
2006-07	<u>375,933</u>	<u>70,683</u>	<u>(305,250)</u>
Total	<u>\$446,150</u>	<u>\$ 140,900</u> ¹	<u>\$(305,250)</u>

¹ \$140,900 is made up of \$6,274 in general funds and \$134,626 in restricted funds.

Recommendation

No recommendation is applicable for this finding, as the period of reimbursement expired on December 27, 2012, with the adoption of a new permit.

City's Response

FINDING 1 – Ineligible one-time costs

Salaries & Benefits

City does not dispute the disallowance of \$5,683.

Materials & Supplies

The City of Norwalk claimed the installation of 359 trash receptacles, 165 in FY 2002-03 and 194 trash receptacles in FY 2006-07. SCO is allowing only the installation of 194 receptacles.

Scope of the 2006-07 project included installation of 194 receptacles, this doesn't mean that the City didn't maintain 217 receptacles, as indicated in the maintenance agreement, dated April 3, 2008, between Nationwide and the City of Norwalk. This was the number of receptacles that City of Norwalk maintained after the completion of the 2006-07 Bus Stop Improvement Project. All the 217 receptacles are located in the Los Angeles River TMDL area. Therefore, we believe that SCO needs to consider the installation cost of additional 23 trash receptacles, or \$42,550 (cost of 2007 installation at \$1,850 × 23 receptacles) be added to the allowable one-time claim amount, and revised from \$193,544 to \$236,094.

SCO's Comments

The finding and recommendation remain unchanged.

Salaries and benefits

The city does not dispute the finding of \$5,683.

Materials and supplies

For the audit, we allowed reimbursement for the one-time installation costs of 194 trash receptacles at transit stops. The city believes it should be reimbursed for the installation costs of an additional 23 trash receptacles, totaling 217 trash receptacles, due to the fact that its contract with Nationwide Environmental Services Inc. (Nationwide) specifies maintenance of 217 bus stops. We disagree.

We recognize that the city’s maintenance agreement with Nationwide states that Nationwide maintains 217 bus stops, however, this statement is unsupported. The agreement with Nationwide does not include a transit stop listing with street locations for us to corroborate, as prior agreements did. In addition, based on a city-generated spreadsheet titled “Project 7709 – Bus Stop Work,” dated September 16, 2007, which identifies the 217 transit locations by street and cross-street, we confirmed that 23 transit stops are either abandoned or do not contain a trash receptacle. To corroborate the information identified in this spreadsheet, the city provided us with a 2016 Geographical Information System (GIS) transit map, which identified only 194 bus stop locations. Our review of the city’s FY 2012-13 budget also found that the city acknowledges that only 194 transit stops exist when it states “NTS [Norwalk Transit System] is continuing its bus stop improvement program since the completion of 194 bus stops in July 2007.” As such, the city has not demonstrated that it maintains 217 transit stop trash receptacles.

**FINDING 2—
Overstated ongoing
maintenance costs**

The city claimed \$936,653 for ongoing maintenance of the transit stop trash receptacles for the audit period. We found that \$795,376 is allowable and \$141,277 is unallowable. The costs are unallowable because the city misstated the annual number of trash collections during the audit period.

The following table summarizes the audit adjustment by fiscal year:

Fiscal Year	Amount Claimed			Amount Allowable			Audit Adjustment
	Annual No. of Trash Collections	Unit Cost Rate	Amount Claimed	Annual No. of Trash Collections	Unit Cost Rate	Amount Allowable	
2002-03	4,979	\$ 6.74	\$ 33,558	5,039	\$ 6.74	\$ 33,963	\$ 405
2003-04	11,804	6.74	79,559	9,256	6.74	62,385	(17,174)
2004-05	11,804	6.74	79,559	9,256	6.74	62,385	(17,174)
2005-06	11,804	6.74	79,559	10,712	6.74	72,199	(7,360)
2006-07	11,804	6.74	79,559	10,712	6.74	72,199	(7,360)
2007-08	12,883	6.74	86,831	13,000	6.74	87,620	789
2008-09	13,780	6.74	92,877	13,000	6.74	87,620	(5,257)
2009-10	11,492	6.78	77,916	13,000	6.78	88,140	10,224
2010-11	15,392	6.80	104,666	13,000	6.80	88,400	(16,266)
2011-12	15,392	7.15	110,053	13,000	7.15	92,950	(17,103)
2012-13	15,392	7.31	112,516	6,500	7.31	47,515	(65,001)
			<u>\$ 936,653</u>			<u>\$ 795,376</u>	<u>\$ (141,277)</u>

The city claimed reimbursement for ongoing maintenance costs using the Commission-adopted reasonable reimbursement methodology (RRM). Under the RRM, the unit cost (\$6.74 during the period of July 1, 2002, through June 30, 2009, and adjusted annually by the implicit price deflator) is multiplied by the number of city-wide transit stop trash receptacles and by the number of annual trash collections.

Misstated annual number of trash collections

The city did not provide documentation to support the annual number of trash collections claimed. As such, we worked with the information provided during audit fieldwork to determine the allowable number of annual trash collections. In reviewing the GIS transit map and number of trash receptacles serviced per the city's agreements with its waste haulers, we found that the city misstated the number of trash collections as follows:

FY 2002-03

On July 1, 2002, the city entered into a five-year agreement with Conservation Corps of Long Beach (Conservation Corps) for ongoing transit stop maintenance. The first year of the agreement with Conservation Corps was implemented in three phases. For FY 2002-03, we found that 5,039 trash collections are allowable as follows:

1. July 1, 2002, through January 31, 2003

Per the agreement, Conservation Corps serviced 80 transit stops; however the transit stop listing in the agreement identified only 79 transit stops. Additionally we found that the Metropolitan Transit Authority (MTA) maintained 16 trash receptacles, and four transit stops had no trash receptacles, leaving 59 trash receptacles identified in the agreement as allowable. As such, we computed 1,829 total collections (59 transit receptacles \times 31 weeks).

2. February 1, 2003, through March 31, 2003

Per the agreement, Conservation Corps serviced 152 transit stops. After reviewing the transit stop listing in the agreement, we confirmed that MTA maintained 36 trash receptacles, and four transit stops had no trash receptacles, leaving 112 trash receptacles (or 73.68%) identified in the agreement as allowable. As such, we computed 896 total collections (112 transit receptacles \times 8 weeks).

3. April 1, 2003, through June 30, 2003

Per the agreement, Conservation Corps serviced 242 transit stops; however, the agreement did not include a transit stop listing as did the previous ones. In the absence of this information, we applied the allowable percentage computed during the prior agreement period of February 1, 2003, through March, 31, 2003, and determined that 178 trash receptacles are allowable (242 transit receptacles \times 73.68%). As such, we computed 2,314 total collections (178 transit receptacles \times 13 weeks).

FY 2003-04 and FY 2004-05

Per the agreement, Conservation Corps serviced 242 transit stops for FY 2003-04 and 2004-05; however, the agreement did not include a transit stop listing. In the absence of this information, we applied the allowable percentage computed during the agreement period of February 1, 2003, through March 31, 2003, which is when the list of transit stops was last included, and determined that 178 trash receptacles are allowable (242 transit receptacles × 73.68%). As such, we computed 9,256 annual collections (178 transit receptacles × 52 weeks) for FY 2003-04 and FY 2004-05.

FY 2005-06 and FY 2006-07

During FY 2005-06, the agreement with Conservation Corps was amended (Amendment No. 2) to increase the number of transit stops serviced from 242 to 280. Again, this agreement did not include a listing of the transit stop locations. In the absence of this information, we applied the allowable percentage computed during the agreement period of February 1, 2003, through March 31, 2003, which is when the list of transit stops was last included, and determined that 206 trash receptacles are allowable (280 transit receptacles per agreement × 73.68%). As such, we computed 10,712 annual collections (206 transit receptacles × 52 weeks) for FY 2005-06 and FY 2006-07.

FY 2007-08 through FY 2011-12

On July 1, 2007, the city entered into agreement with Nationwide for ongoing transit stop maintenance; specifically, to service 217 transit stops, with weekly trash collections varying depending on the transit stop type, as follows:

Transit Stop Type	No. of Trash Receptacles	No. of Trash Collections Each Week
A	19	8.76%
B	25	11.52%
C	173	79.72%
	<u>217</u>	<u>100.00%</u>

Based on a GIS transit map provided during audit fieldwork, we found that only 194 of the transit stops included a trash receptacle. The other 23 transit stops were either abandoned or did not include a trash receptacle. Therefore, we applied the allocation percentage noted above to the allowable 194 transit stops identified on the GIS transit map, and found that 13,000 annual collections is allowable for each fiscal year, as follows:

Type	Allowable No. of Trash Receptacles	Maximum Allowable No. of Trash Collections Each Week	Number of Weeks per Year	Total Annual Collections
A	$194 \times 8.76\% = 17$	$\times 3$	$\times 52$	$= 2,652$
B	$194 \times 11.52\% = 22$	$\times 2$	$\times 52$	$= 2,288$
C	$194 \times 79.72\% = 155$	$\times 1$	$\times 52$	$= 8,060$
	<u>194</u>			<u>13,000</u>

FY 2012-13

For FY 2012-13, the city overstated its total number of weekly collections because the city is not eligible to claim reimbursement after December 27, 2012.

Per the parameters and guidelines, the city is a permittee identified under Permit CAS004001, thus eligible to claim reimbursement for mandate activities. However, the reimbursement period for this mandate ended on December 27, 2012, which is the effective date of the new permit (R4-2012-0175). As a result, reimbursement is allowable for only 26 weeks in FY 2012-13 (from July 1, 2012, through December 27, 2012), which results in 6,500 allowable annual trash collections (13,000 annual trash collections \div 2).

Recommendation

No recommendation is applicable for this finding, as the period of reimbursement expired on December 27, 2012, with the adoption of a new permit.

City's Response**FINDING 2 – Overstated ongoing maintenance costs**

Based on the City's response to the FINDING 1 the City cannot agree with FINDING 2.

The City of Norwalk provided copies of contracts for the maintenance and trash pick-ups at City's bus stops. SCO is disallowing the cost mainly due to the missing listing of serviced bus stops, claiming that certain number of stops were maintained by Metropolitan Transit Authority (MTA). However, the maintenance contracts stated number of receptacles to be maintained, and the City paid for these services accordingly. It is unclear and questionable how the SCO determined that during fiscal years (FY) 2002-03 through 2006-07 certain bus stops were maintained by MTA and if MTA provided the list of maintained bus stops during these fiscal years to support SCO finding.

The City does not agree with disallowing and reducing the number of bus stops from FY 2007-08 through FY 2011-12 to 194 trash receptacles. The signed agreement with Nationwide Environmental Services (Nationwide), states that the company maintained 217 trash receptacles at bus stops. According to the claiming instructions and State statute, the city is entitled to reimbursement of actual costs incurred, and our documentation supports the maintenance of 217 trash receptacles pursuant to written agreement (attached).

The SCO reduction from 217 to 194 receptacles is based on a 2016 GIS map that was not an actual source document from the eligible time period of FY 2007-08 through FY 2011-12. The bus routes and subsequently locations of bus stops could have changed over the years. State Mandate law and claiming instructions require the reimbursement of actual costs incurred, and based on our actual source documents from the eligible time period (Contract with Nationwide), the number of eligible receptacles for this time period should reflect 217 as specified in the contract (Please see City's comments under Finding 1).

SCO's Comments

The finding and recommendation remain unchanged.

FY 2002-03 through FY 2006-07

For FY 2002-03 through FY 2006-07, we excluded bus stops that were maintained by MTA and the city questions how the number of MTA maintained bus stops was determined. During our entrance conference, the Manager of Strategic Planning and Administrative Services informed us that any MTA stops that are solely designated as MTA, and do not include an NTS stop, are maintained by MTA with no assistance from the city. This information is supported by the transit listing identified in Exhibits B-1 and B-2 in the city's agreement with Conservation Corps. Also, to corroborate the number of solely designated MTA stops, we used Google images and mapped each intersection to view the MTA transit stops. Many of the Google images viewed provided historical photos back to the summer of 2007. We corroborated the Google images with physical observations of a few sampled locations during audit fieldwork. In addition, the city has not provided us with any documentation to show that it maintains the bus stops that are designated solely as an MTA stop.

FY 2007-08 through FY 2011-12

For FY 2007-08 through FY 2011-102, we allowed reimbursement for the ongoing maintenance of 194 trash receptacles at transit stops. The city believes it should be reimbursed for the ongoing maintenance of 217 trash receptacles due to the fact that its contract with Nationwide specifies maintenance of 217 bus stops. We disagree.

As stated in our response to Finding 1, we recognize that the city's maintenance agreement with Nationwide states that Nationwide maintains 217 bus stops, however, this statement is unsupported. The agreement with Nationwide does not include a transit stop listing with street locations for us to corroborate, as prior agreements did. In addition, based on a city-generated spreadsheet titled "Project 7709 – Bus Stop Work," dated September 16, 2007, which identifies the 217 transit locations by street and cross-street, we confirmed that 23 transit stops are either abandoned or do not contain a trash receptacle. To corroborate the information identified in this spreadsheet, the city provided us with a 2016 GIS transit map, which identified only 194 bus stop locations. Our review of the city's FY 2012-13 budget also found that the city acknowledges that only 194 transit stops exist when it states "NTS is continuing its bus stop improvement program since the completion of 194 bus stops in July 2007." As such, the city has not demonstrated that it performs ongoing maintenance of 217 transit stop trash receptacles.

**FINDING 3—
Unreported offsetting
revenues**

The city did not offset any revenues on its claim forms for the audit period. We found that the city should have offset \$627,412 for the audit period. Specifically, the city used restricted funds from the Proposition A and C Local Return Fund, the Transit System Fund, the Equipment Maintenance Fund, the Community Development Block Grant Fund, and the Water Utility Fund to pay \$176,943 in one-time costs and \$450,469 in ongoing maintenance costs.

	Offsetting Revenue Reported	Unreported Offsetting Revenue	Audit Adjustment
One-time costs:			
Salaries, benefits, and related indirect costs	\$ -	\$ (20,468)	\$ (20,468)
Materials and supplies	-	(134,626)	(134,626)
Contract services	-	(21,849)	(21,849)
Total one-time costs	-	(176,943)	(176,943)
Ongoing maintenance costs	-	(450,469)	(450,469)
Amount offset	\$ -	\$ (627,412)	\$ (627,412)

Proposition A is a half-cent sales tax measure approved by Los Angeles County voters in 1980 to finance transit programs. Twenty-five percent of the sales tax revenue is dedicated to the Local Return Program to be used by cities for developing and/or improving public transit and related transportation infrastructure. Proposition C is a half-cent sales tax approved by Los Angeles County voters in November 1990 to finance transit programs. Twenty percent of the sales tax revenue is dedicated to the Local Return Program.

The Proposition A and Proposition C Local Return Guidelines, section II. Project Eligibility, identify reimbursement for ongoing trash receptacle maintenance as follows:

BUS STOP IMPROVEMENTS AND MAINTENANCE (Codes 150, 160, & 170)

Examples of eligible Bus Stop Improvement and Maintenance projects include installation/replacement and/or maintenance of:

- Concrete landings – in street for buses and at sidewalk for passengers
- Bus turn-outs
- Benches
- Shelters
- Trash Receptacles
- Curb cuts
- Concrete or electrical work directly associated with the above items

In addition, the city operates the Transit System Fund (Fund No. 710), the Water Utility Fund (Fund No. 702), the Equipment Maintenance Fund (Fund No. 736), and the Community Development Block Grant (Fund No. 207). All four of these funds utilize restricted revenues dedicated for specific purposes that fund mandated activities.

The parameters and guidelines, section VIII. Offsetting Revenues and Reimbursements, state:

Any offsetting revenue the claimant experiences in the same program as a result of the same statutes or executive orders found to contain the mandate shall be deducted from the costs claimed. In addition, reimbursement for this mandate received from any federal, state or non-local source shall be identified and deducted from this claim.

One-time activities

As noted in Finding 1, we found that \$193,544 in one-time costs is allowable. However, we found that the city used \$176,943 in restricted revenues to pay for the one-time activities, which must be offset against claimed costs.

Salaries, benefits, and related indirect costs

We found that the city used \$20,468 in restricted funds to pay the salaries, benefits, and related indirect costs of the employees who worked on the BSIP, as follows:

Employee Position	Amount Allowable from Finding 1	Percentage of Restricted Funding Used	Amount Offset
<u>FY 2002-03:</u>			
Senior Transit Operations Supervisor	\$ 1,427	100% ¹	\$ (1,427)
Director of Transportation	1,462	100% ^{1,2}	(1,462)
Associate Engineer	1,515	15% ^{3,4}	(227)
Transit Administration Coordinator	754	50% ¹	(377)
Procurement Analyst	598	0%	-
Related indirect costs (10% of salaries)	399	---	(241)
	<u>6,155</u>		<u>(3,734)</u>
<u>FY 2003-04:</u>			
Senior Transit Operations Supervisor	710	100% ¹	(710)
Director of Transportation	2,195	100% ^{1,2}	(2,195)
Associate Engineer	1,542	15% ^{3,4}	(231)
Manager of Transit Operations	1,356	100% ¹	(1,356)
Transit Administration Coordinator	810	50% ¹	(405)
Procurement Analyst	646	0%	-
Related indirect costs (10% of salaries)	502	---	(338)
	<u>7,761</u>		<u>(5,235)</u>
<u>FY 2005-06:</u>			
Senior Transit Operations Supervisor	1,476	100% ¹	(1,476)
Director of Transportation	4,653	100% ^{1,2}	(4,653)
Associate Engineer	3,213	15% ^{3,4}	(482)
Manager of Transit Operations	3,102	100% ¹	(3,102)
Transit Administration Coordinator	1,854	50% ¹	(927)
City Engineer	382	30% ^{3,4}	(115)
Procurement Analyst	1,106	0%	-
Related indirect costs (10% of salaries)	1,093	---	(744)
	<u>16,879</u>		<u>(11,499)</u>
	<u>\$ 30,795</u>		<u>\$ (20,468)</u>

¹ Transit System Fund (Fund No. 710)

² Equipment Maintenance Fund (Fund No. 736)

³ Community Development Block Grant (Fund No. 207)

⁴ Water Utility Fund (Fund No. 702)

Materials and supplies

We found that the city used a total of \$134,626 in restricted funds to purchase materials and supplies for the BSIP, as follows:

Fiscal Year	Vendor	Amount Allowable from Finding 1	Amount Offset	Funding Source
2002-03	Quick Crete Products	\$ 67,814	\$ (63,943)	Proposition C
2003-04	Quick Crete Products	2,403	-	
2006-07	Olivas Valdez, Inc.	62,449	(62,449)	Proposition C
2006-07	Onward Engineering	8,234	(8,234)	Proposition A and C
		<u>\$ 140,900</u>	<u>\$ (134,626)</u>	

Contract services

We found that the city used a total of \$21,849 in restricted funds to pay the contract service fees for the BSIP, as follows:

Fiscal Year	Vendor	Amount Allowable from Finding 1	Amount Offset	Funding Source
2002-03	Nelson Nygaard	\$ 4,155	\$ (4,155)	Transit System Fund
2005-06	La Canada Design Group, Inc.	9,314	(9,314)	Transit System Fund
2005-06	Gwendolyn W. Williams	726	(726)	Transit System Fund
2006-07	La Canada Design Group, Inc.	5,945	(5,945)	Transit System Fund
2007-08	Susan Chow	446	(446)	Transit System Fund
2007-08	Onward Engineering	1,263	(1,263)	Proposition A and C
		<u>\$ 21,849</u>	<u>\$ (21,849)</u>	

Ongoing activities

As noted in Finding 2, we found that \$795,376 in ongoing maintenance costs is allowable. However, we found the city used \$450,469 in Proposition C funds to pay for the ongoing maintenance costs of transit stop trash receptacles, which must be offset against claimed costs, as follows:

Fiscal Year	Amount Allowable from Finding 2	Amount Paid for Ongoing Activities by Funding Source			Reference to Following Paragraph
		Discretionary General Fund (Fund 101)	Restricted Proposition C Fund (Fund 227)	Amount Offset	
2002-03	\$ 33,963	\$ 32,185	\$ -	\$ -	A
2003-04	62,385	32,185	-	-	A
2004-05	62,385	35,430	-	-	A
2005-06	72,199	17,715	17,715	(17,715)	B
2006-07	72,199	6,736	36,549	(36,549)	B
2007-08	87,620	25,263	30,000	(30,000)	B
2008-09	87,620	29,884	89,652	(57,736)	C
2009-10	88,140	8,536	111,000	(79,604)	C
2010-11	88,400	-	110,986	(88,400)	D
2011-12	92,950	-	110,986	(92,950)	D
2012-13	47,515	-	110,986	(47,515)	D
Total	<u>\$ 795,376</u>			<u>\$ (450,469)</u>	

As the allowable ongoing maintenance costs identified in Finding 2 are calculated using the Commission-adopted reasonable reimbursement methodology, and are not based on actual costs, we calculated the offsetting revenue amount using the following methodology:

- A. For FY 2002-03 through FY 2004-05, we did not apply any offsets, as the city did not use any restricted funds to pay for the ongoing maintenance costs of the transit stops.
- B. For FY 2005-06 through FY 2007-08, we offset the exact amount of Proposition C funds used to pay for the ongoing maintenance costs of the transit stops.
- C. For FY 2008-09 and FY 2009-10, we allowed the ongoing maintenance costs paid for from the General Fund and offset the Proposition C amount used in excess of the General Fund, but not for an amount in excess of allowable costs.
- D. For FY 2010-11 through FY 2012-13, as the city did not use any General Funds to pay for the ongoing maintenance costs of the transit stops, we offset all of the Proposition C funds used, but not for an amount in excess of allowable costs.

Recommendation

No recommendation is applicable for this finding, as the period of reimbursement expired on December 27, 2012, with the adoption of a new permit.

City's Response

FINDING 3 – Unreported offsetting revenues:

The City of Norwalk disagree with FINDING 3 for the following reason:

First, there were no revenues generated or experienced by the City from the State Mandate Stormwater Program requiring the installation and maintenance of trash receptacles.

Second, the City did not receive any reimbursement for THIS MANDATE that required offset from the costs incurred and claimed. Claiming instructions state “reimbursement **for this mandate** received from any federal, State, or non-local sources shall be identified and deducted from this claim.” The City did not receive any monies for this specific program. The funding sources cited by the SCO were general in nature and the City did not have to use them for this specific purpose.

The costs are among a long list of item that the City could have paid for. However, because of the State's mandated requirements and the lack of City funding in General Fund, the City was forced to look to any other sources of revenue available to fund the State mandated activities.

Each of these funding sources could have been used by the City (and still can be used, if the State pays the City for the mandated costs incurred) to fund CITY priorities and not STATE Mandated projects.

Prop A and Prop C transportation funds are essentially local funds generated from County sales tax which could have been used for various transportation City priorities we had such as filling pot holes, fixing curbs, and supplementing our transit program. Trash receptacle purchase would not have been required had the State not mandated it.

We believe that prior Commission decision regarding the use of specific versus general funding from other sources was addressed in prior State Mandated program, Two-Way Traffic Control Signal Communications. (CSM-4504). Similarly, the State mandated purchase of new signal controllers that had specific software capabilities allowing for inter jurisdictional communication capacity.

Those units could have also been purchased from a variety of sources, such as gas tax, federal grants, etc.

The Commission found in its March 27, 1998 Statement of Decision (pages 15-17) however made a distinction between dedicated versus discretionary funds received. If the local agency had the *discretion* of choosing between a multiple types of projects, those funds received did not have to be used solely to pay the costs of mandated program activities. "The local has the *discretion* to prioritize the projects to be funded within the above categories."

On page 17 of the Statement of Decision, it states, "there is no mandate requiring local agencies to use the gas tax funds specifically for the two-way communications program. Rather, local agencies have the discretion to prioritize the projects to be funded."

"The Commission disagreed with the Caltrans assertion that the funds received by local agencies from the gas tax increase fully fund and must be used toward the..." State Mandated program (Footnote 17) on page 17.

The City would not have used the funds in question for this State Mandated program had they known at the time the decisions were being made (mandate began in FY 2002-03, but mandate program/instructions were not approved until the end of FY 2010-11) that they would be ONLY be reimbursed for expenditures paid by General Fund. Until the rules are fully disclosed, saying an agency "chose" and has the discretion to "prioritize" is really not a choice. If local agencies had known, why would they have chosen not to obtain reimbursement?

Agencies that did not have General Funds available to pay for State Mandated program should not be punished for scraping together any funding sources they could to pay for the later determined reimbursable State Mandated program.

In addition, the City has the legal authority to repay and transfer monies received from State Mandate payments back to those original funding sources. Then those funds can be used to pay for true local agency (not State Mandated) priorities such as repairing deteriorating streets and sidewalks.

The California Constitution and Government Codes require that the State pay local agencies for costs mandated by the State. The costs and claimed by the City were directly related to the City's efforts to comply with the State Mandates.

Punishing the most vulnerable cities who had scarce General Funds to pay for these multi-million dollar State Mandated expenditures violates the intent of the law. We request restoration of costs cut related to the “Offsetting Reimbursements” reductions.

SCO’s Comments

The finding and recommendation remain unchanged.

The city states that “the funding sources cited by the SCO were general in nature and the City did not have to use them for this specific purpose.” As specified in the finding, the largest funding source used to pay for the mandated program was Proposition A and C Local Return funds. We agree that the city did not have to use the Proposition A and C Local Return funds for ongoing transit stop maintenance, but disagree that the funding sources are “general in nature.” Proposition A and C Local Return funds can be used for improving public transit and related transportation infrastructure only. As an example, Proposition A and C Local Return funds cannot be used to pay for new patrol cars or for park landscaping.

In its disagreement with this finding, the city argues that in another mandate program (Two-Way Traffic Control Signal Communications) there is a distinction between dedicated and discretionary funds. The city quotes the Commission statement that “local agencies have the discretion to prioritize the projects to be funded” and that “there is no mandate requiring local agencies to use the gas tax funds specifically for the two-way communications program.” We agree with this quote; however, the city fails to cite the following paragraph when the Commission concludes that “the funds received by local agencies from the gas tax *may* be used to fund the costs of obtaining the standard two-way traffic signal communications software. Accordingly, reimbursement is not required to the extent that local agencies use their gas tax proceeds to fund the test claim legislation.”

The same principle applies to the Municipal Storm Water and Urban Runoff Discharges Program. The city chose, at its discretion, to use the Proposition A and C Local Return funds for the ongoing maintenance of transit stop trash receptacles. As such, reimbursement for mandated costs is not required to the extent that the city used its Proposition A and C Local Return funds to fund the mandated activities.

In the Statement of Decision for the Behavioral Intervention Plans Program (CSM-4464, page 54), the Commission states that “in turn, by applying the identified potentially offsetting revenues to the mandate, an eligible claimant shows the actual expenditure of funds other than its local tax revenues on the program, thus demonstrating that it is not in need of the protection offered by Article XIII B, section 6, to the extent of the revenues thus applied. When funds other than local proceeds of taxes are thus applied, the Controller may reduce reimbursement accordingly.”

The city goes on to state that “agencies that did not have General Funds available to pay for State Mandated program should not be punished for scraping together any funding sources they could to pay for the later determined reimbursable State Mandated Program.” To the contrary, the city had Proposition A and C Local Return funds available to fund the mandated program and did not have to rely on the use of its “scarce” General Funds.

The city indicated that it was not aware of the requirements of the mandated program as the “mandate began in FY 2002-03, but the mandate program/instructions were not approved until the end of FY 2010-11.” The city was the test claimant for the Municipal Storm Water and Urban Runoff Discharges Program, which was filed with the Commission on September 30, 2003 (03-TC-20 and 03-TC-21). The city was included on the mailing list and privy to all correspondence regarding the requirements of this mandated program since the fall of 2003 and had opportunities to provide written rebuttals to the Commission and clarify outstanding questions regarding the Statement of Decision and the Adopted Parameters and Guidelines.

**Attachment—
City’s Response to
Draft Audit Report**



April 20, 2017

Mr. Jim L. Spano
Chief, Mandated Cost Audits Bureau
State Controller's Office
P.O. Box 942850
Sacramento, CA 94250-5874

Dear Mr. Spano,

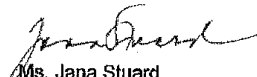
Please accept the City of Norwalk's response to the State Controller's Office (SCO) April 11, 2017 Draft Audit Report of the Municipal Stormwater & Urban Discharges Program for the period of July 1, 2002 through June 30, 2013.

Please see the attached document for our detailed responses to your findings.

We believe the responses submitted were prepared in accordance with the claiming instruction, Statement of Decision, and the Parameters and Guidelines adopted by the Commission. We are willing to provide additional documentation upon request.

Please contact me at (562) 929-5748 or our consultant Annette Chinn at (916) 939-7901 with any questions.

Sincerely,



Ms. Jana Stuard
Finance Director

cc: Devon Jimenez, Controller, City of Norwalk
Theresa Clark, Manager of Strategic Planning and Administrative Services, City of Norwalk
Annette Chin, President, Cost Recovery Services

City of Norwalk – Response to the SCO Audit
Municipal Storm Water and Urban Runoff Discharges Program

April 20, 2017

FINDING 1 - Ineligible one-time costs:

The State Controller's Office (SCO) disallowed total of \$310,933 from the one-time installation cost: \$5,683 under Salaries and Benefits, and \$305,258 under Material and Supplies.

The City of Norwalk disagree with FINDING 1 for the following reason:

Salaries & Benefits

City does not dispute the disallowance of \$5,683.

Materials & Supplies

The City of Norwalk claimed the installation of 359 trash receptacles, 165 in fiscal year 2002-03 and 194 trash receptacles in fiscal year 2006-07. SCO is allowing only the installation of 194 receptacles.

Scope of the 2006-07 project included installation of 194 receptacles, this doesn't mean that the City didn't maintain 217 receptacles, as indicated in the maintenance agreement, dated April 3, 2008, between Natlonwide and the City of Norwalk. This was the number of receptacles the City of Norwalk maintained after the completion of the 2006-07 Bus Stop Improvement Project. All the 217 receptacles are located in the Los Angeles River TMDL area. Therefore we believe that SCO needs to consider the installation cost of additional 23 trash receptacles, or \$42,550 (cost of 2007 installation at \$1,850 x 23 receptacles) be added to the allowable one-time claim amount, and revised from \$193,544 to \$236,094

FINDING 2 - Overstated ongoing maintenance costs:

Out of the \$936,653 ongoing maintenance cost of transit bus stop receptacles claimed by the City, the SCO found \$795,376 to be allowable and \$141,277 to be disallowable cost. According to SCO the disallowable cost resulted from the misreported number of serviced trash receptacles and related annual trash collections during the audit period.

The City of Norwalk disagree with FINDING 2 for the following reason:

Based on the City's response to the FINDING 1 the City cannot agree with FINDING 2.

The City of Norwalk provided copies of contracts for the maintenance and trash pick-ups at City's bus stops. SCO is disallowing the cost mainly due to the missing listing of serviced bus stops, claiming that certain number of stops were maintained by the Metropolitan Transit Authority (MTA). However the maintenance contracts stated number of receptacles to be

**City of Norwalk – Response to the SCO Audit
Municipal Storm Water and Urban Runoff Discharges Program**

April 20, 2017

maintained, and the City paid for these services accordingly. It is unclear and questionable how the SCO determined that during fiscal years (FY) 2002-03 through 2006-07 certain bus stops were maintained by MTA and if MTA provided the list of maintained bus stops during these fiscal years to support SCO finding.

The City does not agree with disallowing and reducing the number of bus stops from FY 2007-08 through FY 2011-12 to 194 trash receptacles. The signed agreement with Nationwide Environmental Services (Nationwide), states that the company maintained 217 trash receptacles at bus stops. According to claiming instructions and State statute, the City is entitled to reimbursement of actual costs incurred, and our documentation supports the maintenance of 217 trash receptacles pursuant to written agreement (attached).

The SCO reduction from 217 to 194 receptacles is based on a 2016 GIS map that was not an actual source document from the eligible time period of FY 2007-08 through FY 2011-12. The bus routes and subsequently locations of bus stops could have changed over the years. State Mandate law and claiming instructions require the reimbursement of actual costs incurred, and based on our actual source documents from the eligible time period (Contract with Nationwide), the number of eligible receptacles for this time period should reflect 217 as specified in the contract (Please see City's comments under Finding 1.)

FINDING 3 – Unreported offsetting revenues:

SCO states that the City did not offset any revenues on its claim forms for the audit period, finding that the City should have report \$627,412 for the audit period as offsetting revenues or reimbursements and is therefore not entitled to the to the State mandate reimbursement for the costs that are otherwise compliant with the State Mandated Program. SCO is specifically referring to the use of restricted funds from Proposition A and C Local Return Funds, the Transit System Fund, the Equipment Maintenance Fund, the Community Development Block Grant Fund, ant the Water Utility Fund to pay \$176,943 of one-time costs and \$450,469 in ongoing maintenance costs.

The City of Norwalk disagree with FINDING 3 for the following reason:

First, there were no revenues generated or experienced by the City from the State Mandate Stormwater Program requiring the installation and maintenance of trash receptacles.

Second, the City did not receive any reimbursement for THIS MANDATE that required offset from the costs incurred and claimed. Claiming instructions state "reimbursement for this mandate received from any federal, State, or non-local sources shall be identified and deducted from this claim." The City did not receive any monies for this specific program. The funding sources cited by the SCO were general in nature and the City did not have to use them for this specific purpose.

**City of Norwalk – Response to the SCO Audit
Municipal Storm Water and Urban Runoff Discharges Program**

April 20, 2017

The costs were among a long list of items that the City could have paid for. However, because of the State's mandated requirements and the lack of City funding in General Fund, the City was forced to look to any other sources of revenue available to fund the State mandated activities.

Each of these funding sources could have been used by the City (and still can be used, if the State pays the City for the mandated costs incurred) to fund CITY priorities and not STATE Mandated projects.

Prop A and Prop C transportation funds are essentially local funds generated from County sales tax which could have been used for various transportation City priorities we had such as filling pot holes, fixing curbs, and supplementing our transit program. Trash receptacle purchase would not have been required had the State not mandated it.

We believe that prior Commission decision regarding the use of specific versus general funding from other sources was addressed in a prior State Mandated program, Two-Way Traffic Control Signal Communications. (CSM-4504). Similarly, the State mandated the purchase of new signal controllers that had specific software capabilities allowing for inter jurisdictional communication capacity.

Those units could have also been purchased from a variety of sources, such as gas tax, federal grants, etc.

The Commission found in its March 27, 1998 Statement of Decision (pages 15-17) however made a distinction between dedicated versus discretionary funds received. If the local agency had the *discretion* of choosing between a multiple types of projects, those funds received did not have to have been used solely to pay the cost of mandated program activities. "The local agency has the *discretion* to prioritize the projects to be funded within the above categories."

On page 17 of the Statement of Decision, it states, "there is no mandate requiring local agencies to use the gas tax funds specifically for the two-way communications program. Rather, local agencies have the discretion to prioritize the projects to be funded."

"The Commission disagreed with Caltrans' assertion that the funds received by local agencies from the gas tax increase fully fund and must be used toward the..." State Mandated program (Footnote 17) on page 17.

The City would not have used the funds in question for this State Mandated program had they known at the time the decisions were being made (mandate began in FY 2002-03, but

**City of Norwalk – Response to the SCO Audit
Municipal Storm Water and Urban Runoff Discharges Program**

April 20, 2017

mandate program/instructions were not approved until the end of FY 2010-11) that they would be ONLY be reimbursed for expenditures paid by General Fund. Until the rules are fully disclosed, saying an agency "chose" and has the discretion to "prioritize" is really not a choice. If local agencies had known, why would they have chosen not to obtain reimbursement?

Agencies that did not have General Funds available to pay for State Mandated program should not be punished for scraping together any funding sources they could to pay for the later determined reimbursable State Mandated program.

In addition, the City has the legal authority to repay and transfer monies received from State Mandate payments back to those original funding sources. Then those funds can be used to pay for true local agency (not State Mandated) priorities such as repairing deteriorating streets and sidewalks.

The California Constitution and Government Codes require that the State pay local agencies for costs mandated by the State. The costs and claimed by the City were directly related to the City's efforts to comply with the State Mandates.

Punishing the most vulnerable cities who had scarce General Funds to pay for these required multi-million dollar State Mandated expenditures violates the intent the law. We request restoration of costs cut relating to the "Offsetting Reimbursements" reductions.

**State Controller's Office
Division of Audits
Post Office Box 942850
Sacramento, CA 94250-5874**

<http://www.sco.ca.gov>

EXHIBIT F

Reimbursement Claims

State Mandate Reimbursement Claims Receipt

City of Norwalk

September 28, 2011

Mandate/Program

Amount Claimed

Municipal Stormwater & Urban Runoff Discharges, Prog 314


Actual	2002-03	\$	111,682
Actual	2003-04	\$	89,722
Actual	2004-05	\$	79,559
Actual	2005-06	\$	105,373
Actual	2006-07	\$	464,907
Actual	2007-08	\$	90,649
Actual	2008-09	\$	92,877
Actual	2009-10	\$	77,916
Actual	2010-11	\$	104,666

Total Claimed \$ 1,217,351

*The following claims were submitted to and received by the State Controller's Office
by Cost Recovery Systems on behalf of the City of Norwalk*

Signed by: _____

Date: _____

Claim for Payment Pursuant to Government Code Section 17561 MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES			For State Controller Use Only		
			(19) Program Number: 000314	Program 314	
(01) Claimant Identification Number			9819590		
(02) Claimant Name			City of Norwalk		
Mailing Address			P.O. Box 1030	(22) FORM-1 (04)(A)(1)(g)	
Street Address or P.O. Box				5,738	
City			Norwalk	(23) FORM-1 (04)(A)(2)(g)	
State CA			Zip Code 90651	2,261	
Type of Claim	Estimated Claim		Reimbursement Claim		(24) FORM-1 (04)(A)(3)(g)
	(03) Estimated	<input type="checkbox"/>	(09) Reimbursement	<input checked="" type="checkbox"/>	(25) FORM-1 (04)(A)(4)(g)
	(04) Combined	<input type="checkbox"/>	(10) Combined	<input type="checkbox"/>	(26) FORM-1 (04)(A)(5)(g)
	(05) Amended	<input type="checkbox"/>	(11) Amended	<input type="checkbox"/>	(27) FORM-1,(06)
Fiscal Year of Cost	(06)	(12)	2002-03	(28) FORM-1,(07)	1,407
Total Claimed	(07)	(13)	\$111,682	(29) FORM-1,(08)	68,319
Less: 10% Late Penalty, but not to exceed \$1,000 (if applicable)			(14)	(30) FORM-1,(11)	
Less: Estimated Claim Payment Received			(15)	(32) FORM-1,(12)	
Net Claimed Amount		(16)	\$111,682	(32)	4,979
Due from State	(08)	(17)	\$111,682	(33)	33,558
Due to State	(09)	(18)		(34)	10
(38) CERTIFICATION OF CLAIM					
<p>In accordance with the provisions of Government Code 17561, I certify that I am the person authorized by the local agency to file claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Government Code Sections 1090 to 1098, inclusive.</p> <p>I further certify that there was no application for nor any grant or payment received, other than from the claimant, for reimbursement of costs claimed herein; and such costs are for a new program or increased level of services of an existing program. All offsetting savings and reimbursements set forth in the Parameters and Guidelines are identified, and all costs claimed are supported by source documents currently maintained by the claimant.</p> <p>The amount for Estimated Claim and/or Reimbursement Claim are hereby claimed from the State for payment of estimated and/or actual costs set forth on the attached statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p>					
Signature of Authorized Representative					
 _____ Japa Stuard			Date Signed <u>9/26/2011</u>		
Finance Director			Telephone Number (562) 929-5748		
			Email Address <u>Jstuard@ci.norwalk.ca.us</u>		
Name of Contact Person for Claim		Telephone Number		E-Mail Address	
Annette S. Chinn (CRS)		(916) 939-7901		AChinnCRS@aol.com	

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
CLAIM SUMMARY**

**Prog 314
FORM
1**

(01) Claimant City of Norwalk	(02) Type of Claim Reimbursement <input checked="" type="checkbox"/> Estimated <input type="checkbox"/>	Fiscal Year 2002-03 <small>(see FAM-27 for estimate)</small>
---	--	---

Claim Statistics

(03) Department	Public Works
------------------------	--------------

Direct Costs **Object Accounts**

(04) Reimbursable Activities	(a) Salaries	(b) Benefits	(c) Materials and Supplies	(d) Contract Services	(e) Fixed Assets	(g) Total
------------------------------	-----------------	-----------------	-------------------------------------	-----------------------------	------------------------	--------------

A. ONE-TIME ACTIVITIES						
1. ID of locations that are required to have receptacle	\$1,092	\$490		\$4,155		\$5,738
2. Select/Eval./& preparation of specs and drawings	\$1,567	\$693				\$2,261
3. Prep of contract.specs, review process/award bid	\$979	\$428				\$1,407
4. Purchase or construct and install receptacle & pad	\$348	\$157	\$67,814			\$68,319
5. Move/restore at old locations & install at new locations						
(05) Total Direct Costs	\$3,987	\$1,769	\$67,814	\$4,155		\$77,725

B. ON GOING ACTIVITY: Maintain Trash Receptacles and Pads						
(06) Annual number of trash collections						4979
(07) Total Ongoing Costs (Line (06) x RRM rate)						\$33,558

Indirect Costs

(08) Indirect Cost Rate (applied to salaries)	<small>(from ICRP) (Applied to Salaries)</small>	10.0%
(09) Total Indirect Costs	<small>Line (06) x line (05)(a) or line(06) x [(line (05)(a) + line(05)(b))</small>	\$399
(10) Total Direct and Indirect Costs	<small>Line (05)(d) + line (07)</small>	\$111,682

Cost Reductions

(11) Less: Offsetting Savings, if applicable	
(12) Less: Other Reimbursements, if applicable	
(13) Total Claimed Amount	<small>Line (08) - ((line(09) + Line(10))</small> \$111,682

Program

314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2002-03**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- ID locations that are required to have a trash receptacle
 Select/eval. & prep of specifications & drawings
 Prep of contracts/specs review, process, award bid...
 Purchase or construct/install receptacles and pads
 Move/restore at old location and install at new location

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Ronald Ramsey, Snr Transit Operations Supervisor</u>	\$27.92	44.4%	8.60	\$240	\$107				\$347
<u>James C. Parker, Director of Transportation</u>	\$58.67	44.9%	8.60	\$505	\$226				\$731
<u>Randy Hillman, Assoc. Engineer</u>	\$40.44	45.2%	8.60	\$348	\$157				\$505
<u>Nelson Nygaard (Contractor)</u> Identified locations of all transit stops that were required to have transit trash receptacle pursuant to the Permit.							\$4,155		
(05) Total			25.80	\$1,092	\$490		\$4,155		\$1,583

Program
314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2002-03**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | | | |
|-------------------------------------|---|--------------------------|--|
| <input type="checkbox"/> | ID locations that are required to have a trash receptacle | <input type="checkbox"/> | Purchase or construct/install receptacles and pads |
| <input checked="" type="checkbox"/> | Select/eval. & prep of specifications & drawings | <input type="checkbox"/> | Move/restore at old location and install at new location |
| <input type="checkbox"/> | Prep of contracts/specs review, process, award bid... | <input type="checkbox"/> | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Jaime Becerra, Transit Admin. Coordinator</u>	\$30.83	42.4%	8.60	\$265	\$112				\$377
<u>Ronald Ramsey, Sr. Transit Operations Supervisor</u>	\$27.92	45.2%	8.60	\$240	\$109				\$349
<u>James C. Parker, Director of Transportation</u>	\$58.67	44.9%	8.60	\$505	\$226				\$731
<u>Randy Hillman, Assoc. Engineer</u>	\$40.44	45.2%	8.60	\$348	\$157				\$505
<u>Natasha Dubrovski, Procurement Analyst</u>	\$24.38	42.5%	8.60	\$210	\$89				\$299
Selected receptacle and pad type, evaluated proper placement of receptacle and prepared specifications & drawings.									
(05) Total			43.00	\$1,567	\$693				\$2,261

Program

314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2002-03**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | | | |
|-------------------------------------|---|--------------------------|--|
| <input type="checkbox"/> | ID locations that are required to have a trash receptacle | <input type="checkbox"/> | Purchase or construct/install receptacles and pads |
| <input type="checkbox"/> | Select/eval. & prep of specifications & drawings | <input type="checkbox"/> | Move/restore at old location and install at new location |
| <input checked="" type="checkbox"/> | Prep of contracts/specs review, process, award bid... | | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Jaime Becerra, Transit Admin. Coordinator</u>	\$30.83	42.4%	8.60	\$265	\$112				\$377
<u>James C. Parker, Director of Transportation</u>	\$58.67	44.9%	8.60	\$505	\$226				\$731
<u>Natasha Dubrovski, Procurement Analyst</u>	\$24.38	42.5%	8.60	\$210	\$89				\$299
Prepared contracts, conducted specification review process advertised bids, and reviewed and awarded bids.									
(05) Total			25.80	\$979	\$428				\$1,407

Program

314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: City of Norwalk **(02) Fiscal Year Costs Were Incurred:** 2002-03

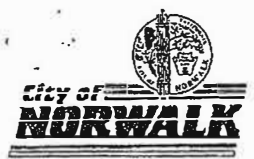
(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | | | |
|--------------------------|---|-------------------------------------|--|
| <input type="checkbox"/> | ID locations that are required to have a trash receptacle | <input checked="" type="checkbox"/> | Purchase or construct/install receptacles and pads |
| <input type="checkbox"/> | Select/eval. & prep of specifications & drawings | <input type="checkbox"/> | Move/restore at old location and install at new location |
| <input type="checkbox"/> | Prep of contracts/specs review, process, award bid... | | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Randy Hillman, Assoc. Engineer</u> <u>Quick Crete Products</u> Purchase & installation of 165 transit trash receptacles PO 20178 dated 7/17/02	\$40.44	45.2%	8.60	\$348	\$157	\$63,943 \$3,871			\$505
(05) Total			8.60	\$348	\$157	\$67,814			\$505

440203



PURCHASING DIVISION
 12700 Norwalk Blvd., Room 6
 Norwalk, CA 90650
 Phone/Fax No. 562-929-5712/562-929-5966

For prompt payment please send all invoices in duplicate to the business office at this address.

ACCOUNTS PAYABLE DIVISION
 PO BOX 1030
 Norwalk, CA 90651-1030

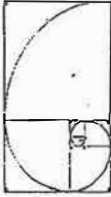
PURCHASE ORDER NO.
21020
Page No.
1
<i>The PO number must appear on all invoices, packages, packing slips, and correspondence concerning this order.</i>

VENDOR
 50793
 QUICK CRETE PRODUCTS CORP
 731 PARKRIDGE AVE
 NORCO CA 92860-0639

SHIP TO
 PUBLIC SERVICES DEPT
 12650 IMPERIAL HWY, 2ND FLOOR
 NORWALK, CA 90650
 ATTN: TONI TUCKER

ORDER DATE: 01/15/03		BUYER: CR		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC.: WASTE CONTAINERS	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
WASTE CONTAINERS TO BE DELIVERED AND PLACED AT EACH LOCATION BY QUICK CRETE DRIVER. CITY STAFF TO WORK WITH DRIVER FOR SPECIFIC SITES. THIS IS A "NON-CANCELLABLE" PURCHASE ORDER. CONTAINERS ARE REQUESTED TO BE COMPLETED BY FEB. 1, 2003 OR AS SOON AS POSSIBLE. CONTACT TONI TUCKER AT (562) 929-5511 FOR SPECIFIC DELIVERY DATES AND TIMES.					
01	165.00	EA	CALIFORNIA SERIES WASTE CONTAINERS #ORCAL2533WD, PER QUOTE #0046229 DATED JAN. 14, 2003. PIGGYBACK OF CITY OF COSTA MESA BID, MAY 2002, PO#2790	313.0000	51,645.00
02	165.00	EA	ACRYLIC LOGOS FOR WASTE CONTAINERS PER QUOTE. TYPE A	45.0000	7,425.00
ACCT. PAYABLE				SALES TAX:	4,873.27
RECEIVED		ENTERED		63,943.27	
FEB 18 2003		MAR 6 2003		Christino Pineda	
Contract #		FINANCE		63,943.27	
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	
01	227707709	2080	55,905.71	83,943.27	
02	227707709	2080	8,037.56	TOTAL \$ 63,943.27	
Invoice # 56021 23,252.10 Invoice # 56142 19,576.75 Invoice # 56292 21,114.43				Christino Pineda Administrative Services Manager I hereby certify that I have received, weighed, counted, or measured the articles stated above. The quantities and qualities are correctly stated and are accurately listed. Signature below authorizes payment of this Purchase Order. * Partial Payments to be made 2/10/03 Tom Thoi Date Signature	

Receiving Copy



Quick Crete
 Products Corp.
 P.O. Box 639
 731 Parkridge Ave.
 Norco, CA 92860-0639
 (909) 737-6240
 www.quickcrete.com

INVOICE

PAGE: 1 of 1

INVOICE NUMBER: 0056292-IN
 INVOICE DATE: 02/21/2003
 INVOICE DUE DATE:
 ORDER NUMBER: 0046229
 ORDER DATE: 01/17/2003

SOLD TO 01-NORWALK
 CITY OF NORWALK
 P.O. BOX 1030
 ACCTS.PAYABLE.
 NORWALK, CA 90651-1030

SHIP TO 0003
 PUBLIC SERVICES DEPT
 12650 IMPERIAL HWY 2ND FLOOR
 XST:
 NORWALK, CA 90650

CONFIRM TO: TONI TUCKER

CUSTOMER P.O.	SHIP VIA	SALESPERSON	TERMS
21020	19LO	RN	NET 30 / NON-CANCELLABLE P.O.

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACKORDER	UNIT PRICE	AMOUNT
-------------	------	---------	---------	-----------	------------	--------

QRCAL2533WA21	EACH	55.00	55.00	0.00	313.00	17,215.00
25" DIA X 33" HT PRECAST CONCRETE CALIFORNIA SERIES WASTE CONTAINER. C2-SAND, T4-MEDIUM SANDBLAST, STANDARD GLOSS SEALER. WITH (1) KNOCKOUT FOR ACRYLIC LOGO (PRICED BELOW).						

***ONE TIME SPECIAL PRICING**
 *****TO MATCH EXISTING*****

SEE STAMPED APPROVED DRAWING # Q7975***

LID-A21/CST	EACH	55.00	55.00	0.00		
21 5/8" O.D. X 12" I.D. ROUND CUSTOM BLUE RAL # 5015 STEEL FUNNEL LID W/SECURITY CABLE & SOLET.						

GRPL27A	EACH	55.00	55.00	0.00		
17" TOP X 15" BOTTOM X 27" HT ROUND 23 GALLON PLASTIC LINER						

ACRY-NORWALK	EACH	55.00	55.00	0.00	45.00	2,475.00
14" L X 8" HT CITY OF NORWALK ACRYLIC LOGO BENT COST TO FABRICATE AND INSTALL (1) CITY OF NORWALK ACRYLIC LOGO ON EACH WASTE CONTAINER PRICED ABOVE.						

ACCT. PAYABLE

MAR - 4 2003
 RECEIVED

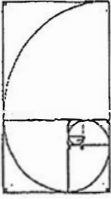
*OK to pay
 3-
 Thom*

IF LEGAL ACTION BECOMES NECESSARY TO ENFORCE COLLECTION OF THIS INVOICE, CUSTOMER AGREES TO PAY ALL REASONABLE COLLECTION AND ATTORNEY'S FEES. PRODUCTS REMAIN PROPERTY OF QUICK CRETE PRODUCTS CORP. UNTIL PAID FOR IN FULL. A SERVICE CHARGE OF 1.5% PER MONTH (18% ANNUALLY) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

FEDERAL TAX I.D. # 95-3023001
 WHITE - CUSTOMER COPY YELLOW - FILE COPY PINK - NUMERIC COPY

Net Invoice: 19,690.00
 Less Discount: 0.00
 Sales Tax: 1,624.43
 Invoice Total: 21,314.43

PAY THIS AMOUNT 21,314.43



Quick Crete
 Products Corp.
 P.O. Box 639
 731 Parkridge Ave.
 Norco, CA 92860-0639
 (909) 737-6240
 www.quickcrete.com

INVOICE

PAGE: 1 of 1

INVOICE NUMBER: 0056021-IN
 INVOICE DATE: 01/30/2003
 INVOICE DUE DATE: 3/1/2003
 ORDER NUMBER: 0046229
 ORDER DATE: 01/17/2003

SOLD TO 01-NORWAL
 CITY OF NORWALK
 P.O. BOX 1030
 ACCTS.PAYABLE.
 NORWALK, CA 90651-1030

SHIP TO 0003
 PUBLIC SERVICES DEPT
 12650 IMPERIAL HWY 2ND FLOOR
 XST:
 NORWALK, CA 90650

CONFIRM TO: TONI TUCKER

CUSTOMER P.O.	SHIP VIA	SALESPERSON	TERMS
21020	19LO	RN	NET 30 / NON-CANCELLABLE P.O.

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACKORDER	UNIT PRICE	AMOUNT
QRCAL2533WA21 25" DIA X 33" HT PRECAST CONCRETE CALIFORNIA SERIES WASTE CONTAINER. C2-SAND, T4-MEDIUM SANDBLAST, STANDARD GLOSS SEALER. WITH (1) KNOCKOUT FOR ACRYLIC LOGO (PRICED BELOW).	EACH	165.00	60.00	105.00	313.00	18,780.00
ONE TIME SPECIAL PRICING** **TO MATCH EXISTING***** ***SEE STAMPED APPROVED DRAWING # Q7975***						
LID-A21/CST	EACH	165.00	60.00	105.00		
27 5/8" O.D. X 32" I.D. ROUND CUSTOM BLUE RAL # 5015 STEEL FUNNEL LID W/SECURITY CABLE & BOLT.						
QRPL27A	EACH	165.00	60.00	105.00		
17" TOP X 15" BOTTOM X 27" HT ROUND 23 GALLON PLASTIC LINER						
ACRY-NORWALK	EACH	165.00	60.00	105.00	45.00	2,700.00
14" L X 8" HT CITY OF NORWALK ACRYLIC LOGO BENT COST TO FABRICATE AND INSTALL (1) CITY OF NORWALK ACRYLIC LOGO ON EACH WASTE CONTAINER PRICED ABOVE.						

Handwritten signature: Toni Tucker

ACCT. PAYABLE
 FEB 18 2003
 RECEIVED

IF LEGAL ACTION BECOMES NECESSARY TO ENFORCE COLLECTION OF THIS INVOICE, CUSTOMER AGREES TO PAY ALL REASONABLE COLLECTION AND ATTORNEY'S FEES. PRODUCTS REMAIN PROPERTY OF QUICK CRETE PRODUCTS CORP. UNTIL PAID FOR IN FULL. A SERVICE CHARGE OF 1.5% PER MONTH (18% ANNUALLY) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.
 FEDERAL TAX I.D. # 95-3023001
 WHITE - CUSTOMER COPY YELLOW - FILE COPY PINK - NUMERIC COPY

Net Invoice:	21,480.00
Less Discount:	0.00
Sales Tax:	1,772.10
Invoice Total:	23,252.10
PAY THIS AMOUNT	23,252.10



Quick Crete
 Products Corp.
 P.O. Box 639
 731 Parkridge Ave.
 Norco, CA 92860-0639
 (909) 737-6240
 www.quickcrete.com

INVOICE

PAGE: 1 of 1

INVOICE NUMBER: 0056142-IN
 INVOICE DATE: 02/07/2003
 INVOICE DUE DATE:
 ORDER NUMBER: 0046229
 ORDER DATE: 01/17/2003

SOLD TO 01-NORWAL
 CITY OF NORWALK
 P.O. BOX 1030
 ACCTS.PAYABLE.
 NORWALK, CA 90651-1030

SHIP TO 0003
 PUBLIC SERVICES DEPT
 12650 IMPERIAL HWY 2ND FLOOR
 XST:
 NORWALK, CA 90650

CONFIRM TO: TONI TUCKER

CUSTOMER P.O.	SHIP VIA	SALESPERSON	TERMS
21020	19LO	RN	NET 30 / NON-CANCELLABLE P.O.

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACKORDER	UNIT PRICE	AMOUNT
QRCAL2533WA21	EACH	105.00	50.00	55.00	313.00	15,650.00

25" DIA X 33" HT PRECAST CONCRETE CALIFORNIA SERIES WASTE CONTAINER.
 C2-SAND, T4-MEDIUM SANDBLAST, STANDARD GLOSS SEALER.
 WITH (1) KNOCKOUT FOR ACRYLIC LOGO (PRICED BELOW).

***ONE TIME SPECIAL PRICING**
 *****TO MATCH EXISTING*****

SEE STAMPED APPROVED DRAWING # Q7975***

LID-A21/CST	EACH	105.00	50.00	55.00		
2 1/2" O.D. X 12" I.D. ROUND CUSTOM BLUE RAL # 5015 STEEL FUNNEL LID W/SECURITY CABLE & BOLT.						
QRP127A	EACH	105.00	50.00	55.00		
17" TOP X 15" BOTTOM X 27" HT ROUND 23 GALLON PLASTIC LINER						
ACRY-NORWALK	EACH	105.00	50.00	55.00	45.00	2,250.00
14" L X 8" HT CITY OF NORWALK ACRYLIC LOGO BENT COST TO FABRICATE AND INSTALL (1) CITY OF NORWALK ACRYLIC LOGO ON EACH WASTE CONTAINER PRICED ABOVE.						

ACCT. PAYABLE

FEB 18 2003

RECEIVED

*OK to pay
 Tony Tucker*

IF LEGAL ACTION BECOMES NECESSARY TO ENFORCE COLLECTION OF THIS INVOICE, CUSTOMER AGREES TO PAY ALL REASONABLE COLLECTION AND ATTORNEY'S FEES. PRODUCTS REMAIN PROPERTY OF QUICK CRETE PRODUCTS CORP. UNTIL PAID FOR IN FULL. A SERVICE CHARGE OF 1.5% PER MONTH (18% ANNUALLY) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.
 FEDERAL TAX I.D. # 95-3023001
 WHITE - CUSTOMER COPY YELLOW - FILE COPY PINK - NUMERIC COPY

Net Invoice: 17,900.00
 Less Discount: 0.00
 Sales Tax: 1,476.75
 Invoice Total: 19,376.75

PAY THIS AMOUNT 19,376.75

CITY OF NORWALK
 12700 Norwalk Blvd. • P.O. Box 1030
 Norwalk, California 90651-1030

UNION BANK OF CALIFORNIA, NA
 GOVERNMENT SERVICES SOUTH
 445 S. FIGUEROA ST., LOS ANGELES, CA 90071

16-19
 1220

006753

CHECK DATE
 03/11/03

CHECK NO.
 6753

AMOUNT \$****63,943.28*

PAY THE SUM OF SIXTY THREE THOUSAND, NINE HUNDRED FORTY THREE DOLLARS & 28 CENTS

TO THE ORDER OF QUICK CRETE PRODUCTS CORP
 P.O. BOX 639
 731 W. PARKRIDGE AVENUE
 NORCO CA 92860-0639



Jose M. Serrano
 MAYOR
Alan Kiemer
 TREASURER

⑈006753⑈ ⑆122000496⑆ 2740013788⑈

VENDOR NO. 50793

CHECK NO. 6753

ACCOUNT	PURCH ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
227707709 2080	21020	6021/142/292	63,943.28	CONTRACT SVC/C WIDE

50793 QUICK CRETE PRODUCTS CORP

CITY OF NORWALK
 12700 Norwalk Blvd. • P.O. Box 1030
 Norwalk, California 90651-1030

UNION BANK OF CALIFORNIA, NA
 GOVERNMENT SERVICES SOUTH
 445 S. FIGUEROA ST. LOS ANGELES, CA 90071

16-49
 1220

006753

CHECK DATE
 03/11/03

CHECK NO.
 6753

AMOUNT \$****63,943.28*

PAY THE SUM OF SIXTY THREE THOUSAND, NINE HUNDRED FORTY THREE DOLLARS & 28 CENTS

TO THE ORDER OF QUICK CRETE PRODUCTS CORP.
 P.O. BOX 639
 731 W. PARKRIDGE AVENUE
 NORCO CA 92860-0639



Jose M. Suarez
 MAYOR
Alan Krummer
 TREASURER

⑈006753⑈ ⑆122000496⑆ 2740013788⑈

VENDOR NO. 50793

CHECK NO. 6753

ACCOUNT	PURCH ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
227707709 2080	21020	6021/142/292	63,943.28	CONTRACT SVC/C WIDE

50793 QUICK CRETE PRODUCTS CORP

SPI - FUND ACCOUNTING
 DATE: 09/01/09
 TIME: 16:11:51

CITY OF NORWALK
 EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
 AUDIT11

Quickcrete low step
receipts

SELECTION CRITERIA: `transact.vend_no="50793"`
 ACCOUNTING PERIOD: 3/10

FUND - 101 - GENERAL FUND
 BUDGET UNIT - 101303302 - STREET MAINTENANCE

ACCOUNT DATE	T/C	PURCHAS	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
2170		SPECIAL MAT'LS-SUPPLIES						
7 /04	01/29/04	17 25813 -01		50793 QUICK CRETE PROD			2,403.15	ORCAL2533WA21 - PRECAST C
9 /04	03/08/04	21 25813 -01 16609		50793 QUICK CRETE PROD		2,403.15	-2,403.15	SPEC MTLs/C WIDE
TOTAL		SPECIAL MAT'LS-SUPPLIES			.00	2,403.15	.00	
3880		MISCELLANEOUS OTHER						
1 /03	07/17/02	17 20178 -01		50793 QUICK CRETE PROD			3,871.02	TRASH,WASTE CONTAINERS,QR
2 /03	08/27/02	21 20178 -01 1441		50793 QUICK CRETE PROD		3,871.02	-3,871.02	TRASH CONTAIN/C WIDE
12/03	06/16/03	21 20178 -01		50793 QUICK CRETE PROD		.00	.00	TRASH,WASTE CONTAINERS,QR
TOTAL		MISCELLANEOUS OTHER			.00	3,871.02	.00	
TOTAL		STREET MAINTENANCE			.00	6,274.17	.00	

2,403
50793-04-21403
1/10/09
11/8/09

0203

V

SPI - FUND ACCOUNTING
 DATE: 08/17/11
 TIME: 10:35:19

CITY OF NORWALK
 VENDOR PAYMENT HISTORY

PAGE NUMBER: 1
 ACCTPA31

SELECTION CRITERIA: `transact.vend_no="51851"`

-----VENDOR-----	INVOICE PURCHASE OR	1099 P/F	CHECK NO DATE	BUDGET UNIT SUB-PROJECT	-----DESCRIPTION----- CONTROL	SALES TAX	AMOUNT
51851 NELSON NYGAARD CONSULT	20753		M	710454501-2080	PROFESSIONAL SERVICES -		
	5750		F	4511-2080	20753		
51851 NELSON NYGAARD CONSULT	20753		M 3548	710454501-2080	CONTRACT SVC/TRANSIT	0.00	592.26
	5830		P 11/12/02	4511-2080	1112WR		
51851 NELSON NYGAARD CONSULT	20753		M 4331	710454501-2080	CONTRACT SVC/TRANSIT	0.00	8614.66
	5895		P 12/10/02	4511-2080	1210WR		
51851 NELSON NYGAARD CONSULT	20753		M 5939	710454501-2080	CONTRACT SVC/TRANSIT	0.00	13805.22
	5956		P 02/11/03	4511-2080	0211WR		
51851 NELSON NYGAARD CONSULT	20753		M 6719	710454501-2080	CONTRACT SVC/TRANSIT	0.00	1985.88
	5956		P 03/11/03	4511-2080	0311WR		
TOTAL VENDOR						0.00	24998.02
TOTAL REPORT						0.00	24998.02

CONTRACTED SERVICES

Nelson Nygaard

(Pentamation Payment Report)


SPI - FUND ACCOUNTING
 DATE: 08/17/11
 TIME: 10:35:19

CITY OF NORWALK
 VENDOR PAYMENT HISTORY

PAGE NUMBER: 1
 ACCTPA31

SELECTION CRITERIA: transact.vend_no="51851"

-----VENDOR-----	INVOICE PURCHASE OR	1099 P/F	CHECK DATE	NO	BUDGET SUB-PROJECT	UNIT	-----DESCRIPTION----- CONTROL	SALES TAX	AMOUNT
51851	NELSON NYGAARD CONSULT	20753			710454501-2080	M	PROFESSIONAL SERVICES -		
		5750			4511-2080	F	20753		
				3548	710454501-2080	M	CONTRACT SVC/TRANSIT	0.00	592.26
51851	NELSON NYGAARD CONSULT	20753	11/12/02		4511-2080	P	1112WR		
		5830		4331	710454501-2080	M	CONTRACT SVC/TRANSIT	0.00	8614.66
51851	NELSON NYGAARD CONSULT	20753	12/10/02		4511-2080	P	1210WR		
		5895		5939	710454501-2080	M	CONTRACT SVC/TRANSIT	0.00	13805.22
51851	NELSON NYGAARD CONSULT	20753	02/11/03		4511-2080	P	0211WR		
		5956		6719	710454501-2080	M	CONTRACT SVC/TRANSIT	0.00	1985.88
51851	NELSON NYGAARD CONSULT	20753	03/11/03		4511-2080	P	0311WR		
TOTAL VENDOR								0.00	24998.02
TOTAL REPORT								0.00	24998.02

Claim for Payment Pursuant to Government Code Section 17561 MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES			For State Controller Use Only		
			(19) Program Number: 000314	Program 314	
(01) Claimant Identification Number			9819590		
(02) Claimant Name			City of Norwalk		
Mailing Address			P.O. Box 1030	(22) FORM-1 (04)(A)(1)(g)	
Street Address or P.O. Box				2,052	
City			Norwalk	(23) FORM-1 (04)(A)(2)(g)	
State CA			Zip Code 90651	2,777	
Type of Claim	Estimated Claim		Reimbursement Claim		(24) FORM-1 (04)(A)(3)(g)
	(03) Estimated	<input type="checkbox"/>	(09) Reimbursement	<input checked="" type="checkbox"/>	(25) FORM-1 (04)(A)(4)(g)
	(04) Combined	<input type="checkbox"/>	(10) Combined	<input type="checkbox"/>	(26) FORM-1 (04)(A)(5)(g)
	(05) Amended	<input type="checkbox"/>	(11) Amended	<input type="checkbox"/>	(27) FORM-1,(06)
Fiscal Year of Cost	(06)	(12)	2003-04	(28) FORM-1,(07)	1,914
Total Claimed	(07)	(13)	\$89,722	(29) FORM-1,(08)	2,917
Less: 10% Late Penalty, but not to exceed \$1,000 (if applicable)			(14)	(30) FORM-1,(11)	2,917
Less: Estimated Claim Payment Received			(15)	(32) FORM-1,(12)	
Net Claimed Amount		(16)	\$89,722	(32)	11,804
Due from State	(08)	(17)	\$89,722	(33)	
Due to State	(09)	(18)		(34)	
(38) CERTIFICATION OF CLAIM					
<p>In accordance with the provisions of Government Code 17561, I certify that I am the person authorized by the local agency to file claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Government Code Sections 1090 to 1098, inclusive.</p> <p>I further certify that there was no application for nor any grant or payment received, other than from the claimant, for reimbursement of costs claimed herein; and such costs are for a new program or increased level of services of an existing program. All offsetting savings and reimbursements set forth in the Parameters and Guidelines are identified, and all costs claimed are supported by source documents currently maintained by the claimant.</p> <p>The amount for Estimated Claim and/or Reimbursement Claim are hereby claimed from the State for payment of estimated and/or actual costs set forth on the attached statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p>					
Signature of Authorized Representative					
 _____ Jana Stuard			Date Signed <u>9/26/2011</u>		
Finance Director _____			Telephone Number (562) 929-5748		
			Email Address <u>Jstuard@ci.norwalk.ca.us</u>		
Name of Contact Person for Claim		Telephone Number		E-Mail Address	
Annette S. Chinn (CRS)		(916) 939-7901		AChinnCRS@aol.com	

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
CLAIM SUMMARY**

**Prog 314
FORM
1**

(01) Claimant City of Norwalk	(02) Type of Claim Reimbursement <input checked="" type="checkbox"/> Estimated <input type="checkbox"/>	Fiscal Year 2003-04 <small>(see FAM-27 for estimate)</small>
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Claim Statistics

(03) Department	Public Works
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Direct Costs **Object Accounts**

(04) Reimbursable Activities	(a)	(b)	(c)	(d)	(e)	(g)
	Salaries	Benefits	Materials and Supplies	Contract Services	Fixed Assets	Total

A. ONE-TIME ACTIVITIES						
1. ID of locations that are required to have receptacle	\$1,416	\$636				\$2,052
2. Select/Eval./& preparation of specs and drawings	\$1,925	\$853				\$2,777
3. Prep of contract specs, review process/award bid	\$1,325	\$589				\$1,914
4. Purchase or construct and install receptacle & pad	\$355	\$159	\$2,403			\$2,917
5. Move/restore at old locations & install at new locations						
(05) Total Direct Costs	\$5,021	\$2,237	\$2,403			\$9,661

B. ON GOING ACTIVITY: Maintain Trash Receptacles and Pads						
(06) Annual number of trash collections						11804
(07) Total Ongoing Costs (Line (06) x RRM rate)						\$79,559

Indirect Costs

(08) Indirect Cost Rate (applied to salaries)	<small>(from ICRP) (Applied to Salaries)</small>	10.0%
(09) Total Indirect Costs	<small>Line (06) x line (05)(a) or line(06) x [line (05)(a) + line(05)(b)]</small>	\$502
(10) Total Direct and Indirect Costs	<small>Line (05)(d) + line (07)</small>	\$89,722

Cost Reductions

(11) Less: Offsetting Savings, if applicable	
(12) Less: Other Reimbursements, if applicable	
(13) Total Claimed Amount	<small>Line (08)- (line(09) + Line(10))</small> \$89,722

Program
314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2003-04**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- ID locations that are required to have a trash receptacle
 Select/eval. & prep of specifications & drawings
 Prep of contracts/specs review, process, award bid...
 Purchase or construct/install receptacles and pads
 Move/restore at old location and install at new location

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Graham Ridley, Manager of Transit Operations</u>	\$36.30	44.8%	8.60	\$312	\$140				\$452
<u>Ronald Ramsey, Snr Transit Operations Supervisor</u>	\$28.47	45.0%	8.60	\$245	\$110				\$355
<u>James C. Parker, Director of Transportation</u>	\$58.67	44.9%	8.60	\$505	\$226				\$731
<u>Randy Hillman, Assoc. Engineer</u>	\$41.24	45.0%	8.60	\$355	\$159				\$514
Identified locations of all transit stops that were required to have transit trash receptacle pursuant to the Permit.									
(05) Total			34.40	\$1,416	\$636				\$2,052

Program

314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2003-04**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | | | |
|-------------------------------------|---|--------------------------|--|
| <input type="checkbox"/> | ID locations that are required to have a trash receptacle | <input type="checkbox"/> | Purchase or construct/install receptacles and pads |
| <input checked="" type="checkbox"/> | Select/eval. & prep of specifications & drawings | <input type="checkbox"/> | Move/restore at old location and install at new location |
| <input type="checkbox"/> | Prep of contracts/specs review, process, award bid... | | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Graham Ridley, Manager of Transit Operations</u>	\$36.30	44.8%	8.60	\$312	\$140				\$452
<u>Ronald Ramsey, Snr Transit Operations Supervisor</u>	\$28.47	45.0%	8.60	\$245	\$110				\$355
<u>Jaime Becerra, Transit Admin. Coordinator</u>	\$33.03	42.4%	8.60	\$284	\$121				\$405
<u>James C. Parker, Director of Transportation</u>	\$58.67	45.1%	8.60	\$505	\$227				\$732
<u>Randy Hillman, Assoc. Engineer</u>	\$41.24	45.0%	8.60	\$355	\$159				\$514
<u>Natasha Dubrovski, Procurement Analyst</u>	\$26.12	42.3%	8.60	\$225	\$95				\$320
<u>La Canada Design Group, Inc.</u> Selected receptacle and pad type, evaluated proper placement of receptacle and prepared specifications & drawings.									
(05) Total			51.60	\$1,925	\$853				\$2,777

Program 314	MANDATED COSTS MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES ACTIVITY COST DETAIL	FORM 2
------------------------------	--	---------------

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2003-04**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

<input type="checkbox"/> ID locations that are required to have a trash receptacle	<input type="checkbox"/> Purchase or construct/install receptacles and pads
<input type="checkbox"/> Select/eval. & prep of specifications & drawings	<input type="checkbox"/> Move/restore at old location and install at new location
<input checked="" type="checkbox"/> Prep of contracts/specs review, process, award bid...	

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Graham Ridley, Manager of Transit Operations</u>	\$36.30	44.8%	8.60	\$312	\$140				\$452
<u>James C. Parker, Director of Transportation</u>	\$58.67	45.1%	8.60	\$505	\$227				\$732
<u>Jaime Becerra, Transit Admin. Coordinator</u>	\$33.03	42.4%	8.60	\$284	\$121				\$405
<u>Natasha Dubrovski, Procurement Analyst</u>	\$26.12	45.0%	8.60	\$225	\$101				\$326
Prepared contracts, conducted specification review process advertised bids, and reviewed and awarded bids.									
(05) Total			34.40	\$1,325	\$589				\$1,914

Program

314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2003-04**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- ID locations that are required to have a trash receptacle
- Select/eval. & prep of specifications & drawings
- Prep of contracts/specs review, process, award bid...
- Purchase or construct/install receptacles and pads
- Move/restore at old location and install at new location

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Randy Hillman, Assoc. Engineer</u>	\$41.24	45.0%	8.60	\$355	\$159				\$514
<u>Quick Crete Products</u> PO 20178 dated 7/17/02 Purchase and installation of new transit trash receptacles.						\$2,403			
(05) Total			8.60	\$355	\$159	\$2,403			\$514

SPI - FUND ACCOUNTING
 DATE: 09/01/09
 TIME: 16:11:51

CITY OF NORWALK
 EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 1
 AUDIT11

Quickcrete low step
receipts
expense

SELECTION CRITERIA: *transact.vend_no="50793"*
 ACCOUNTING PERIOD: 3/10


FUND - 101 - GENERAL FUND
 BUDGET UNIT - 101303302 - STREET MAINTENANCE

ACCOUNT DATE	T/C	PURCHAS	REFERENCE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
2170			SPECIAL MAT'LS-SUPPLIES			
7 /04 01/29/04 17 25813	-01		50793 QUICK CRETE PROD			2,403.15 ORCAL2533WA21 - PRECAST C
9 /04 03/08/04 21 25813	-01 16609		50793 QUICK CRETE PROD		2,403.15	-2,403.15 SPEC MTLs/C WIDE
TOTAL			SPECIAL MAT'LS-SUPPLIES	.00	2,403.15	.00
3880			MISCELLANEOUS OTHER			
1 /03 07/17/02 17 20178	-01		50793 QUICK CRETE PROD			3,871.02 TRASH,WASTE CONTAINERS,QR
2 /03 08/27/02 21 20178	-01 1441		50793 QUICK CRETE PROD		3,871.02	-3,871.02 TRASH CONTAIN/C WIDE
12/03 06/16/03 21 20178	-01		50793 QUICK CRETE PROD		.00	.00 TRASH,WASTE CONTAINERS,QR
TOTAL			MISCELLANEOUS OTHER	.00	3,871.02	.00
TOTAL			STREET MAINTENANCE	.00	6,274.17	.00

Flaxoy

V

2,403
for 2-4-08
1/10/09
1/18/09

Claim for Payment Pursuant to Government Code Section 17561 MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES			For State Controller Use Only	
			(19) Program Number: 000314	Program 314
(01) Claimant Identification Number			9819590	
(02) Claimant Name			City of Norwalk	
Mailing Address			P.O. Box 1030	(22) FORM-1 (04)(A)(1)(g)
Street Address or P.O. Box				
City			Norwalk	(23) FORM-1 (04)(A)(2)(g)
State CA			Zip Code 90651	
Type of Claim	Estimated Claim	Reimbursement Claim	(24) FORM-1 (04)(A)(3)(g)	
	(03) Estimated <input type="checkbox"/>	(09) Reimbursement <input checked="" type="checkbox"/>	(25) FORM-1 (04)(A)(4)(g)	
	(04) Combined <input type="checkbox"/>	(10) Combined <input type="checkbox"/>	(26) FORM-1 (04)(A)(5)(g)	
	(05) Amended <input type="checkbox"/>	(11) Amended <input type="checkbox"/>	(27) FORM-1,(06)	11,804
Fiscal Year of Cost	(06)	(12) 2004-05	(28) FORM-1,(07)	79,559
Total Claimed	(07)	(13) \$79,559	(29) FORM-1,(08)	10
Less: 10% Late Penalty, but not to exceed \$1,000 (if applicable)			(14)	(30) FORM-1,(11)
Less: Estimated Claim Payment Received			(15)	(32) FORM-1,(12)
Net Claimed Amount		(16) \$79,559	(32)	
Due from State	(08)	(17) \$79,559	(33)	
Due to State	(09)	(18)	(34)	
(38) CERTIFICATION OF CLAIM				
<p>In accordance with the provisions of Government Code 17561, I certify that I am the person authorized by the local agency to file claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Government Code Sections 1090 to 1098, inclusive.</p> <p>I further certify that there was no application for nor any grant or payment received, other than from the claimant, for reimbursement of costs claimed herein; and such costs are for a new program or increased level of services of an existing program. All offsetting savings and reimbursements set forth in the Parameters and Guidelines are identified, and all costs claimed are supported by source documents currently maintained by the claimant.</p> <p>The amount for Estimated Claim and/or Reimbursement Claim are hereby claimed from the State for payment of estimated and/or actual costs set forth on the attached statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p>				
Signature of Authorized Representative				
			Date Signed <u>9/26/2011</u>	
Jana Stuard			Telephone Number (562) 929-5748	
Finance Director			Email Address <u>Jstuard@ci.norwalk.ca.us</u>	
Name of Contact Person for Claim			Telephone Number	E-Mail Address
<u>Annette S. Chinn (CRS)</u>			<u>(916) 939-7901</u>	<u>AChinnCRS@aol.com</u>

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
CLAIM SUMMARY**

**Prog 314
FORM
1**

(01) Claimant City of Norwalk	(02) Type of Claim Reimbursement <input checked="" type="checkbox"/> Estimated <input type="checkbox"/>	Fiscal Year 2004-05 <small>(see FAM-27 for estimate)</small>
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Claim Statistics

(03) Department	Public Works
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Direct Costs **Object Accounts**

(04) Reimbursable Activities	(a) Salaries	(b) Benefits	(c) Materials and Supplies	(d) Contract Services	(e) Fixed Assets	(g) Total
------------------------------	-----------------	-----------------	-------------------------------	--------------------------	---------------------	--------------

A. ONE-TIME ACTIVITIES

1. ID of locations that are required to have receptacle						
2. Select/Eval./& preparation of specs and drawings						
3. Prep of contract.specs, review process/award bid						
4. Purchase or construct and install receptacle & pad						
5. Move/restore at old locations & install at new locations						
(05) Total Direct Costs						

B. ON GOING ACTIVITY: Maintain Trash Receptacles and Pads


(06) Annual number of trash collections		11804
(07) Total Ongoing Costs (Line (06) x RRM rate)		\$79,559

Indirect Costs

(08) Indirect Cost Rate (applied to salaries)	<small>(from ICRP) (Applied to Salaries)</small>	10.0%
(09) Total Indirect Costs	<small>Line (06) x line (05)(a) or line(06) x [(line (05)(a) + line(05)(b))]</small>	
(10) Total Direct and Indirect Costs	<small>Line (05)(d) + line (07)</small>	\$79,559

Cost Reductions

(11) Less: Offsetting Savings, if applicable		
(12) Less: Other Reimbursements, if applicable		
(13) Total Claimed Amount	<small>Line (08)- (line(09) + Line(10))</small>	\$79,559

Claim for Payment Pursuant to Government Code Section 17561 MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES			For State Controller Use Only	
			(19) Program Number: 000314	Program 314
(01) Claimant Identification Number			9819590	
(02) Claimant Name			City of Norwalk	
Mailing Address			P.O. Box 1030	(22) FORM-1 (04)(A)(1)(g)
Street Address or P.O. Box				4,586
City			Norwalk	(23) FORM-1 (04)(A)(2)(g)
State CA			Zip Code 90651	15,380
Type of Claim	Estimated Claim	Reimbursement Claim	(24) FORM-1 (04)(A)(3)(g)	4,828
	(03) Estimated <input type="checkbox"/>	(09) Reimbursement <input checked="" type="checkbox"/>	(25) FORM-1 (04)(A)(4.) (g)	
	(04) Combined <input type="checkbox"/>	(10) Combined <input type="checkbox"/>	(26) FORM-1 (04)(A)(5)(g)	
	(05) Amended <input type="checkbox"/>	(11) Amended <input type="checkbox"/>	(27) FORM-1,(06)	11,804
Fiscal Year of Cost	(06)	(12) 2005-06	(28) FORM-1,(07)	79,559
Total Claimed	(07)	(13) \$105,373	(29) FORM-1,(08)	10
Less: 10% Late Penalty, but not to exceed \$1,000 (if applicable)			(14)	(30) FORM-1,(11)
Less: Estimated Claim Payment Received			(15)	(32) FORM-1,(12)
Net Claimed Amount		(16) \$105,373	(32)	
Due from State	(08)	(17) \$105,373	(33)	
Due to State	(09)	(18)	(34)	
(38) CERTIFICATION OF CLAIM				
<p>In accordance with the provisions of Government Code 17561, I certify that I am the person authorized by the local agency to file claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Government Code Sections 1090 to 1098, inclusive.</p> <p>I further certify that there was no application for nor any grant or payment received, other than from the claimant, for reimbursement of costs claimed herein; and such costs are for a new program or increased level of services of an existing program. All offsetting savings and reimbursements set forth in the Parameters and Guidelines are identified, and all costs claimed are supported by source documents currently maintained by the claimant.</p> <p>The amount for Estimated Claim and/or Reimbursement Claim are hereby claimed from the State for payment of estimated and/or actual costs set forth on the attached statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p>				
Signature of Authorized Representative				
 _____ Jana Stuard			Date Signed <u>9/26/2011</u>	
_____ Finance Director			Telephone Number (562) 929-5748	
			Email Address <u>Jstuard@ci.norwalk.ca.us</u>	
Name of Contact Person for Claim Annette S. Chinn (CRS)			Telephone Number (916) 939-7901	
			E-Mail Address ACHinnCRS@aol.com	

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
CLAIM SUMMARY**

**Prog 314
FORM
1**

(01) Claimant City of Norwalk	(02) Type of Claim Reimbursement <input checked="" type="checkbox"/> Estimated <input type="checkbox"/>	Fiscal Year 2005-06 (see FAM-27 for estimate)
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Claim Statistics

(03) Department	Public Works
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Direct Costs **Object Accounts**

(04) Reimbursable Activities	(a)	(b)	(c)	(d)	(e)	(g)
	Salaries	Benefits	Materials and Supplies	Contract Services	Fixed Assets	Total
A. ONE-TIME ACTIVITIES						
1. ID of locations that are required to have receptacle	\$3,165	\$1,421				\$4,586
2. Select/Eval./& preparation of specs and drawings	\$4,202	\$1,863		\$9,314		\$15,380
3. Prep of contract specs, review process/award bid	\$2,846	\$1,256		\$726		\$4,828
4. Purchase or construct and install receptacle & pad						
5. Move/restore at old locations & install at new locations						
(05) Total Direct Costs	\$10,213	\$4,540		\$10,040		\$24,793

B. ON GOING ACTIVITY: Maintain Trash Receptacles and Pads

(06) Annual number of trash collections	11804
(07) Total Ongoing Costs (Line (06) x RRM rate)	\$79,559

Indirect Costs

(08) Indirect Cost Rate (applied to salaries)	(from ICRP) (Applied to Salaries)	10.0%
(09) Total Indirect Costs	Line (06) x line (05)(a) or line(06) x [(line (05)(a) + line(05)(b))]	\$1,021
(10) Total Direct and Indirect Costs	Line (05)(d) + line (07)	\$105,373

Cost Reductions

(11) Less: Offsetting Savings, if applicable	
(12) Less: Other Reimbursements, if applicable	
(13) Total Claimed Amount	\$105,373 <small>Line (08) - (line(09) + Line(10))</small>

Program
314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2005-06**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- ID locations that are required to have a trash receptacle
 Select/eval. & prep of specifications & drawings
 Prep of contracts/specs review, process, award bid...
 Purchase or construct/install receptacles and pads
 Move/restore at old location and install at new location

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Graham Ridley, Manager of Transit and Operations</u>	\$41.59	44.7%	17.20	\$715	\$319				\$1,035
<u>Ronald Ramsey, Snr Transit Operations Supervisor</u>	\$29.62	45.0%	17.20	\$509	\$229				\$739
<u>James C. Parker, Director of Transportation</u>	\$62.19	44.9%	17.20	\$1,070	\$481				\$1,550
<u>Randy Hillman, Assoc. Engineer</u>	\$42.92	45.1%	17.20	\$738	\$333				\$1,071
<u>Delfino Consunji, City Engineer</u>	\$47.12	44.4%	2.80	\$132	\$59				\$191
Identified locations of all transit stops that were required to have transit trash receptacle pursuant to the Permit. <u>Most install costs will be incurred next fiscal year, but this is the year the planning began.</u>									
(05) Total			71.60	\$3,165	\$1,421				\$4,586

Program
314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2005-06**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | | | |
|-------------------------------------|---|--------------------------|--|
| <input type="checkbox"/> | ID locations that are required to have a trash receptacle | <input type="checkbox"/> | Purchase or construct/install receptacles and pads |
| <input checked="" type="checkbox"/> | Select/eval. & prep of specifications & drawings | <input type="checkbox"/> | Move/restore at old location and install at new location |
| <input type="checkbox"/> | Prep of contracts/specs review, process, award bid... | | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Graham Ridley, Manager of Transit and Operations</u>	\$41.59	44.7%	17.20	\$715	\$319				\$1,035
<u>Jaime Becerra, Transit Admin. Coordinator</u>	\$37.88	42.2%	17.20	\$652	\$275				\$926
<u>Ronald Ramsey, Sr. Transit Operations Supervisor</u>	\$29.62	45.0%	17.20	\$509	\$229				\$739
<u>James C. Parker, Director of Transportation</u>	\$62.19	44.9%	17.20	\$1,070	\$481				\$1,550
<u>Randy Hillman, Assoc. Engineer</u>	\$42.92	45.1%	17.20	\$738	\$333				\$1,071
<u>Delfino Consunji, City Engineer</u>	\$47.12	44.4%	2.80	\$132	\$59				\$191
<u>Natasha Dubrovski, Procurement Analyst</u>	\$29.95	43.2%	12.90	\$386	\$167				\$553
<u>La Canada Design Group, Inc.</u>							\$9,314		
Selected receptacle and pad type, evaluated proper placement of receptacle and prepared specifications & drawings.									
(05) Total			101.70	\$4,202	\$1,863		\$9,314		\$6,066

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: City of Norwalk

(02) Fiscal Year Costs Were Incurred: 2005-06

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

ID locations that are required to have a trash receptacle

Selecteval. & prep of specifications & drawings

Prep of contracts/specs review, process, award bid...

Purchase or construct/install receptacles and pads

Move/restore at old location and install at new location

(04) Description of Expenses: Complete columns (a) through (f)

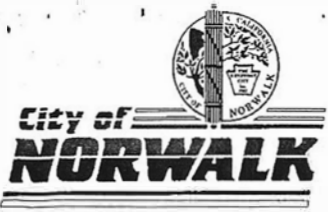
(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<i>Graham Ridley, Manager of Transit and Operations</i>	\$41.59	44.7%	17.20	\$715	\$319				\$1,035
<i>Jaime Becerra, Transit Admin. Coordinator</i>	\$37.88	42.2%	17.20	\$652	\$275				\$926
<i>James C. Parker, Director of Transportation</i>	\$62.19	44.9%	17.20	\$1,070	\$481				\$1,550
<i>Natasha Dubrovski, Procurement Analyst</i>	\$29.95	43.2%	12.90	\$386	\$167				\$553
<i>Randy Hillman, Assoc. Engineer</i>	\$42.92	45.1%	17.20	\$738	\$333				\$1,071
<i>Gwendolyn Williams, (Contract)</i>							\$726		
Prepared contracts, conducted specification review process advertised bids, and reviewed and awarded bids.									
(05) Total									
\$4,102									

FY 05-06

CONTRACTED SERVICES

La Canada Design Group Inc.

(Purchase Orders, Pentamation Payment Reports,
Invoices, Agreement for Architectural Services)



PURCHASING DIVISION
 12700 Norwalk Blvd., Room 6
 Norwalk, CA 90650
 Phone/Fax No. 562-929-5712/562-929-5966

For prompt payment please send all invoices in duplicate to the business office at this address.

ACCOUNTS PAYABLE DIVISION
 PO BOX 1030
 Norwalk, CA 90651-1030

PURCHASE ORDER NO.
30759
Page No.
1
<i>The PO number must appear on all invoices, packages, packing slips, and correspondence concerning this order.</i>

VENDOR
 54856
 LA CANADA DESIGN GROUP INC
 630 N ROSEMEAD BL STE 400
 PASADENA CA 91107

SHIP TO
 TRANSPORTATION DEPT
 12650 IMPERIAL HWY, 3RD FLOOR
 NORWALK, CA 90650
 ATTN: NATASHA

ORDER DATE: 01/27/05 BUYER: JS REQ. NO.: 0 REQ. DATE:

TERMS: NET 30 DAYS F.O.B.: DESTINATION DESC.: R#23283/BUS STOP

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	ARCHITECT PLANNING AND DESIGN SERVICES FOR BUS STOP IMPROVEMENT	81593.0000	81,593.00

RECEIVED
 04 JAN 31 PM 4:02
 TRANSPORT DEPARTMENT

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	710454501 3893	75,000.00	11.92.02
01	710454501 3893	6,593.00	9.113210

PAGE TOTAL \$ 81,593.00
 TOTAL \$ 81,593.00

Christine Ruedo
 Administrative Services Manager

I hereby certify that I have received, weighed, counted, or measured the articles stated above. The quantities and qualities are correctly stated and are accurately listed. Signature below authorizes payment of this Purchase Order.

2/2/05
 Date Signature

Receiving Copy

SPI - FUND ACCOUNTING
 DATE: 08/17/11
 TIME: 13:41:19

CITY OF NORWALK
 VENDOR PAYMENT HISTORY

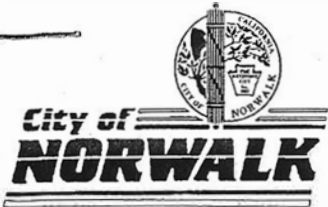
PAGE NUMBER: 1
 ACCTPA31

SELECTION CRITERIA: transact.enc_no="30759"

-----VENDOR-----	INVOICE PURCHASE OR	1099 P/F	CHECK DATE	NO	BUDGET SUB-PROJECT	UNIT	-----DESCRIPTION----- CONTROL	SALES TAX	AMOUNT
54856	LA CANADA DESIGN GROUP	30759	M		710454501-3893		ARCHITECT PLANNING AND		
		6625	F		1.119-00-3893		30759		
54856	LA CANADA DESIGN GROUP	30759	M		710454501-3893		CONTRACT SVC/TRANSIT	0.00	15357.26
		6625	P		1.119-00-3893		PY0830WR		
54856	LA CANADA DESIGN GROUP	30759	M		710454501-3893		CONTRACT SVC/TRANSIT	0.00	-15357.26
		6553	P		1.119-00-3893		PY0830WR		
54856	LA CANADA DESIGN GROUP	30759	M	25637	710454501-3893		CONTRACT SVC/TRANSIT	0.00	33385.27
		6578	P	02/22/05	11.92.02-3893		0222WR		
54856	LA CANADA DESIGN GROUP	30759	M	26532	710454501-3893		CONTRACT SVC/TRANSIT	0.00	796.09
		6625	P	03/29/05	11.92.02-3893		0329WR		
54856	LA CANADA DESIGN GROUP	30759	M	30785	710454501-3893		CONTRACT SVC/TRANSIT	0.00	15357.26
		6559-R	P	08/19/05	1.119-00-3893		PY0830WR		
54856	LA CANADA DESIGN GROUP	30759	M	31534	710454501-3893		CONTRACT SVC/TRANSIT	0.00	3846.20
		6612	P	09/13/05	1.119-00-3893		PY0913WR		
54856	LA CANADA DESIGN GROUP	30759	M	31534	710454501-3893		CONTRACT SVC/TRANSIT	0.00	2655.91
		6612	P	09/13/05	1.119-00-3893		PY0913WR		
TOTAL VENDOR								0.00	56040.73
TOTAL REPORT								0.00	56040.73

RUN DATE 08/17/2011 TIME 13:41:20

SPI - FUND ACCOUNTING



PURCHASING DIVISION
 12700 Norwalk Blvd., Room 6
 Norwalk, CA 90650
 Phone/Fax No. 562-929-5712/562-929-5966

For prompt payment please send all invoices in duplicate to the business office at this address.

ACCOUNTS PAYABLE DIVISION
 PO BOX 1030
 Norwalk, CA 90651-1030

PURCHASE ORDER NO.

35554

Page No.

1

The PO number must appear on all invoices, packages, packing slips, and correspondence concerning this order.

V
E
N
D
O
R
[54856
LA CANADA DESIGN GROUP INC
630 N ROSEMEAD BL STE 400
PASADENA CA 91107

S
H
I
P
[TRANSPORTATION DEPT
12650 IMPERIAL HWY, 3RD FLOOR
NORWALK, CA 90650
T
O
[ATTN: NATASHA D.

ORDER DATE: 07/01/05		BUYER: DM		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC.: R6317 CARRYOVER 30759	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		LOT ARCHITECT PLANNING AND DESIGN SERVICES FOR BUS STOP IMPROVEMENT. FOR FY 05/06 CARRYOVER FROM PO-30759	32054.3800	32,054.38
RECEIVED 05 SEP 19 AM 11:51 IF 481 DEPARTMENT					
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$ 32,054.38	
01	710454501 3893	32,054.38	1.119-00	TOTAL \$ 32,054.38	
				 Administrative Services Manager	
I hereby certify that I have received, weighed, counted, or measured the articles stated above. The quantities and qualities are correctly stated and are accurately listed. Signature below authorizes payment of this Purchase Order.					
				9/29/05 Date Signature	

Receiving Copy

258

SPI - FUND ACCOUNTING
 DATE: 08/17/11
 TIME: 13:42:04

CITY OF NORWALK
 VENDOR PAYMENT HISTORY

PAGE NUMBER: 1
 ACCTPA31

SELECTION CRITERIA: transact.enc_no="35554"

-----VENDOR-----		INVOICE	1099	CHECK NO	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
		PURCHASE OR	P/F	DATE	SUB-PROJECT	CONTROL		
54856	LA CANADA DESIGN GROUP	6633	M	32008	710454501-3893	CONTRACT SVC/ TRANSIT	0.00	7438.13
		35554	P	09/27/05	1.119-00-3893	0927WR		
		6666	M	33645	710454501-3893	CONTRACT SVC/TRANSIT	0.00	2095.00
54856	LA CANADA DESIGN GROUP	35554	P	11/29/05	1.119-00-3893	1129WRA		
		6667	M	34631	710454501-3893	CONTRACT SVC/TRANSIT	0.00	4185.42
54856	LA CANADA DESIGN GROUP	35554	P	01/10/06	1.119-00-3893	0110WRA		
		6694	M	34631	710454501-3893	CONTRACT SVC/TRANSIT	0.00	2244.24
54856	LA CANADA DESIGN GROUP	35554	P	01/10/06	1.119-00-3893	0110WRA		
		6694R	M	35576	710454501-3893	CONTRACT SVC/TRANSIT	0.00	152.74
54856	LA CANADA DESIGN GROUP	35554	P	02/14/06	1.119-00-3893	0214WRG		
		6696R	M	35576	710454501-3893	CONTRACT SVC/TRANSIT	0.00	2875.36
54856	LA CANADA DESIGN GROUP	35554	P	02/14/06	1.119-00-3893	0214WRG		
		6633-6633R	M	37878	710454501-3893	CONTRACT SVC/TRANSIT	0.00	-3180.00
54856	LA CANADA DESIGN GROUP	35554	P	04/27/06	1.119-00-3893	0427PPD		
		6650	M	37878	710454501-3893	CONTRACT SVC/TRANSIT	0.00	19107.72
54856	LA CANADA DESIGN GROUP	35554	P	04/27/06	1.119-00-3893	0427PPD		
		6694-6694R	M	37878	710454501-3893	CONTRACT SVC/TRANSIT	0.00	-152.74
54856	LA CANADA DESIGN GROUP	35554	P	04/27/06	1.119-00-3893	0427PPD		
		6761	M	39569	710454501-3893	BUS STOP BIDDING ASST	0.00	768.06
54856	LA CANADA DESIGN GROUP	35554	P	06/29/06	1.119-00-3893	0612WR		
		6784	M	40428	710454501-3893	CONTRACT SVC/TRANSIT	0.00	234.03
54856	LA CANADA DESIGN GROUP	35554	F	07/27/06	1.119-00-3893	PY0724WR		
TOTAL VENDOR							0.00	35767.96
TOTAL REPORT							0.00	35767.96



FINAL
INVOICE

June 30, 2006

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

CENTRAL FILE

Invoice No: 6784
Project No: 0459

Re: Norwalk Transit – Bus Stop Improvements Project – Landmark Stops

For professional services rendered for the period June 1, 2006 to June 30, 2006

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	100.00%	41,830.00	41,830.00	0.00
Bidding Assist	880.00	100.00%	880.00	660.00	220.00
Design Survey	4,370.00	100.00%	4,370.00	4,370.00	0.00
Additional Services #2	1,000.00	100.00%	1,000.00	1,000.00	0.00
Additional Services #3	3,535.00	100% T&M	1,875.00	1,875.00	0.00
Total Fixed Fee	88,798.00		87,138.00	86,918.00	220.00

Reimbursable Expenses

In House Copier	14.03
Total Reimbursable Expenses	14.03

Total Amount Due \$234.03

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

James C. Parker
P.O. # 35554
Acct. #: 716-45-4501-3892-4511

RECEIVED
06 JUL -7 PM 4: 25
TRANSIT DEPARTMENT

Encl. Time/Expenses by Project Report



May 31, 2006

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6761
Project No: 0459

CENTRAL FILE

RECEIVED
06 JUN -5 AM
TRANSIT DEPART

Re: Norwalk Transit – Bus Stop Improvements Project – Landmark Stops

For professional services rendered for the period January 1, 2006 to May 31, 2006

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	100.00%	41,830.00	41,830.00	0.00
Bidding Assist	880.00	75.00%	660.00	0.00	660.00
Design Survey	4,370.00	100.00%	4,370.00	4,370.00	0.00
Additional Services #2	1,000.00	100.00%	1,000.00	1,000.00	0.00
Additional Services #3	3,535.00	100% T&M	1,875.00	1,875.00	0.00
Total Fixed Fee	88,798.00		86,918.00	86,258.00	660.00

Reimbursable Expenses

California Overnight	30.00
Ford Graphics	2.42
In House Copier	0.71
Lance Bird	27.63
Reliable Graphics, Inc.	47.30
Total Reimbursable Expenses	108.06

Total Amount Due

\$768.06

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

*OK to pay
P.O. # 35554*

OK to process for payment



06 JAN 17 PM 5:00

January 3, 2006

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6696R
Project No: 0459

CENTRAL FILE

Re: Norwalk Transit

For professional services rendered for the period December 16, 2005 to December 31, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	95.00%	39,738.50	39,738.50	0.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
A/S #2	1,000.00	100.00%	1,000.00	0.00	1,000.00
Supplemental A/S #3	3,535.00	100% T&M	1,875.00	0.00	1,875.00
Total Fixed Fee	84,428.00		79,796.50	76,921.50	2,875.00

Reimbursable Expenses

Ford Graphics	<u>.36</u>
Total Reimbursable Expenses	\$0.36

Invoice Total	\$2,875.36
---------------	-------------------

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

p.o. # 35554 / Req # 6317
 Acct. # 710-45-4501/3892/4511/1.119.00
 DATE: 1/30/06
 SIGNATURE: *[Signature]*
 O.K. TO PROCESS FOR PAYMENT - *[Signature]*



December 15, 2005

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6694
Project No: 0459

RECEIVED
05 DEC 15 AM 11:50
TRANSIT DEPARTMENT

Re: Norwalk Transit – Bus Stop Improvements Project – Landmark Stops

For professional services rendered for the period November 1, 2005 to December 15, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	100.00%	41,830.00	39,738.50	2,091.50
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		79,013.00	76,921.50	2,091.50

Reimbursable Expenses

California Overnight	17.00
Ford Graphics	5.55
Reliable Graphics, Inc.	98.96
Robert K. Lawson	31.23
Total Reimbursable Expenses	<u>152.74</u>

[Handwritten signature]
710-45-4590-3892-4511
90# 35554

Invoice Total

\$2,244.24

[Handwritten signature]
O.K.
12.18.05

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within

31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

[Handwritten signature: Lance Bird]

Lance Bird, FAIA
Chairman, La Canada Design Group



06 JAN 17 PM 5:00

December 15, 2005

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

CENTRAL FILE

Invoice No: 6694R
Project No: 0459

Re: Norwalk Transit – Bus Stop Improvements Project – Landmark Stops

For professional services rendered for the period November 1, 2005 to December 15, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	95.00%	39,738.50	39,738.50	0.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		76,921.50	76,921.50	0.00

Reimbursable Expenses

California Overnight	17.00
Ford Graphics	5.55
Reliable Graphics, Inc.	98.96
Robert K. Lawson	31.23
Total Reimbursable Expenses	152.74

Invoice Total \$152.74

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

P.O.#: 35554 / Req# 0317
 Acct.#: 710-4549501-3892 / 4511/119.00
 Date: 1/30/06
 SIGNATURE: *[Signature]*
 O.K. TO PROCESS FOR PAYMENT
 [Initials]



November 3, 2005

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

CENTRAL FILE

Invoice No: 6667
Project No: 0459

Re: Norwalk Transit

For professional services rendered for the period October 1, 2005 to October 31, 2005

RECEIVED
05 NOV - 7 AM 11:27
FINANCE DEPARTMENT

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	95.00%	39,738.50	35,555.50	4,183.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		76,921.50	72,738.50	4,183.00

Reimbursable Expenses

Ford Graphics	2.42
Total Reimbursable Expenses	2.42

Invoice Total

\$4,185.42

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

WB 11.03.05

P.O.# 35554 / Rec #6317
 Acct.#: 71045-4501-3892-4511
 DATE: _____
 Signature: *[Signature]*



LA CAÑADA DESIGN GROUP
 ARCHITECTURE . PLANNING . INTERIORS
 October 14, 2005
 Invoice No: 6666
 Project No: 0459

City of Norwalk
 12700 Norwalk Blvd.
 Norwalk, CA 90650
 Attn: Mr. James C. Parker

RECEIVED
 05 OCT 26 AM 10:05
 FINANCE DEPARTMENT

Re: Norwalk Transit

For professional services rendered for the period September 1, 2005 to September 30, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	85.00%	35,555.50	33,464.00	2,091.50
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		72,738.50	70,647.00	2,091.50

Reimbursable Expenses

Ford Graphics	3.50
Total Reimbursable Expenses	3.50

Invoice Total \$2,095.00

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

p.o. # 35554 / Req # 6317
 Acct # 710-45-4501-3892 / 4571 / 1,119.00
 Date: 10/26/05
 Signature:

Lance Bird, FAIA
 Chairman, La Canada Design Group

AD. OK. to pay.



LA CAÑADA DESIGN GROUP
ARCHITECTURE - PLANNING - INTERIORS
July 29, 2005

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6633
Project No: 0459

CENTRAL FILE

Re: Norwalk Transit

For professional services rendered for the period July 1, 2005 to July 29, 2005

RECEIVED
05 AUG - 8 PM 1:58
TRANSIT DEPARTMENT

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	35.00%	14,640.50	7,277.50	7,363.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		51,823.50	44,460.50	7,363.00

Reimbursable Expenses

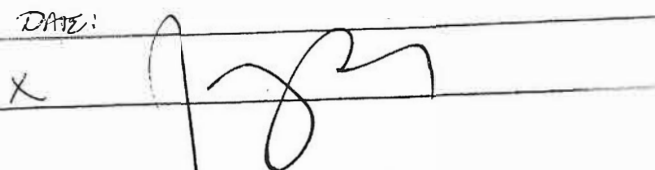
California Overnight	16.38
Ford Graphics	3.03
In House Postage	0.95
Reliable Graphics, Inc.	54.77
Total Reimbursable Expenses	75.13

Invoice Total \$7,438.13

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:


Lance Bird, FAIA
Chairman, La Canada Design Group

P.O.#: 30759
Acct #: 710-45-4501-3893/4512/11.92.02
DATE: 



LA CAÑADA DESIGN GROUP
ARCHITECTURE . PLANNING . INTERIORS

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

June 30, 2005
Invoice No: 6625
Project No: 0459

RECEIVED
05 JUL 13 AM 11:
TRANSIT DEPARTMENT

Re: Norwalk Transit

For professional services rendered for the period June 1, 2005 to June 30, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	25.00%	10,457.50	0.00	10,457.50
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		47,640.50	37,183.00	10,457.50

Mollenhauer Group (Design Survey)	4,370.00
Total Consultant Expenses	4,370.00

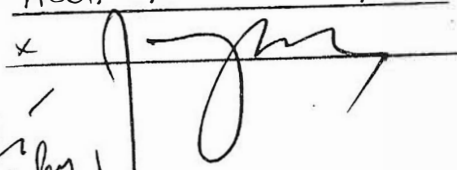
Reimbursable Expenses

American Empire Courier, Inc.	107.53
Ford Graphics	1.82
In House Postage	0.95
Lance Bird (Mileage)	25.15
Mollenhauer Group	87.08
Reliable Graphics, Inc.	303.50
Robert K. Lawson (Mileage)	3.73
Total Reimbursable Expenses	529.76

P.O. # 30759
ACCT. #: 71045-4501-3884/4514 11.92.02

Invoice Total	\$15,357.26
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O.K. (Reviewed by Engineering)





August 31, 2005

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6650
Project No: 0459

Re: Norwalk Transit – Bus Stop Improvements Project – Landmark Stops

For professional services rendered for the period August 1, 2005 to August 31, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	80.00%	33,464.00	14,640.50	18,823.50
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		70,647.00	51,823.50	18,823.50

Reimbursable Expenses

Ford Graphics	7.37
Lance Bird	25.15
Reliable Graphics, Inc.	163.71
Robert K. Lawson	87.99
Total Reimbursable Expenses	284.22

Invoice Total

\$19,107.72
Deduct overpayment from Invoice #6633 3,180.00
#15,927.72

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

ok to pay
P.O. # 35554. dk

ok to proceed for payment



City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

February 28, 2005
Invoice No: 6578
Project No: 0459

RECEIVED
05 MAR -9 AM 10:25
TRANSIT DEPARTMENT

Re: Norwalk Transit

For professional services rendered for the period February 1, 2005 to February 28, 2005


Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	5,463.00	607.00
Const Docs	27,680.00	0.00%	0.00	0.00	0.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	65,743.00		37,183.00	36,576.00	607.00

Reimbursable Expenses

American Empire Courier, Inc.	130.41
California Overnight	29.11
Ford Graphics	19.31
In House Postage	10.26
Total Reimbursable Expenses	189.09


Invoice Total

\$796.09

X 
PO# 30759
710-45-4501-3884/4514
11.92.02

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Natasha D Chrowski 02.09.05  - O.K.

CENTRAL FILE



LA CAÑADA DESIGN GROUP
ARCHITECTURE · PLANNING · INTERIORS
May 31, 2005

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6559-R
Project No: 0459



Re: Norwalk Transit

For professional services rendered for the period January 1, 2005 to february 28, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	90.00%	5,463.00	2,731.50	2,731.50
Const Docs	27,680.00	0.00%	0.00	0.00	0.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	65,743.00		36,576.00	33,237.50	2,731.50

Reimbursable Expenses

California Overnight	13.81
Ford Graphics	53.12
Reliable Graphics, Inc.	1,000.57
Robert K. Lawson	47.20

Total Reimbursable Expenses 1,114.70

Reimbursable Expenses Billed-to-date: \$ 1,451.56

Remaining balance: \$ 328.44

Invoice Total \$3,846.20

O.K.
[Signature]
02.24.05

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

P.O. # 30759 (Rea # 23283)
Acct. # : 710-45-450-3893-4512/11.92.02
Date: *[Signature]*

CENTRAL FILE



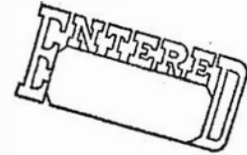
LA CAÑADA DESIGN GROUP
ARCHITECTURE . PLANNING . INTERIORS

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

May 31, 2005
Invoice No: 6612
Project No: 0459

Re: Norwalk Transit

For professional services rendered for the period March 1, 2005 to May 31, 2005



Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	5,463.00	607.00
Const Docs	27,680.00	0.00%	0.00	0.00	0.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	65,743.00		37,183.00	36,576.00	607.00

Reimbursable Expenses

California Overnight	14.35
Ford Graphics	48.78
In House Postage	0.69
Lance Bird (Mileage)	25.15
Reliable Graphics, Inc.	<u>1,959.94</u>
Total Reimbursable Expenses	2,048.91

O.K.
[Signature]
08.24.05

Invoice Total

\$2,655.91

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

P.O.#: 30759 (Req# 23283)
ACCT.#: 710-45-45 01-3893-4512/11.92.02
Date: *[Signature]*



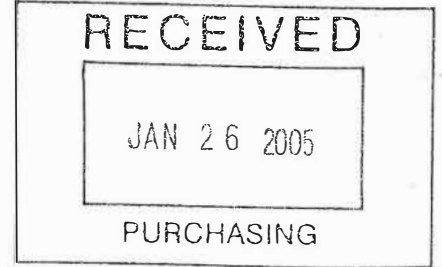
LA CAÑADA DESIGN GROUP
ARCHITECTURE . PLANNING . INTERIORS

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

RECEIVED
December 31, 2004
Invoice No: 6553
Project No: 0459
JAN 13 AM 10:56
TRANSIT DEPARTMENT

Re: Norwalk Transit

For professional services rendered for the period to December 31, 2004



Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	0.00	4,413.00
Concept Drawing	15,990.00	100.00%	15,990.00	0.00	15,990.00
Final Design	10,710.00	100.00%	10,710.00	0.00	10,710.00
Master Plan	6,070.00	35.00%	2,124.50	0.00	2,124.50
Const Docs	27,680.00	0.00%	0.00	0.00	0.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	65,743.00		33,237.50	0.00	33,237.50

Reimbursable Expenses

Ford Graphics	45.76
Lance Bird	21.11
Lourdes M. Bloom	22.77
Reliable Graphics, Inc.	10.93
Robert K. Lawson	47.20
Total Reimbursable Expenses	147.77

P.O. # 710-45-4501-3893/4512/11-92.02
/REQ. 23283
[Signature]

Invoice Total

\$33,385.27

O.K. to pay [Signature] 01.20.05

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

**AGREEMENT FOR
ARCHITECTURAL SERVICES
(City of Norwalk)**

THIS AGREEMENT is made and entered into 18th day of November, 2004, by and between the City of Norwalk, a municipal corporation ("City") and La Canada Design Group, Inc., a California corporation ("Architect").

R E C I T A L S

A. City desires to make various improvements to the Bus Stops located throughout the City of Norwalk (hereafter called the "Project"), which Project requires the engagement of a licensed architect for planning and design services. The Project is more fully described in the Request for Qualifications set forth in Exhibit E, attached hereto and incorporated herein by this reference.

B. Pursuant to the authority provided by Government Code Section 37103, City desires to engage Architect to design the Project in the manner set forth herein and more fully described in Section 1.

C. Architect represents that the principal members of Architect are qualified professional architects duly registered under the laws of the State of California, that it is fully qualified to perform the architectural services contemplated by the RFP in a good and professional manner, and that it desires to perform such services as provided herein and in Architect's Proposal for Architectural Design Services, attached hereto as Exhibit F.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Architect's Services.

1.1 Scope and Level of Services. Subject to the terms and conditions set forth in this Agreement, City hereby engages Architect, and Architect hereby accepts such engagement, to perform the technical and professional services necessary to prepare conceptual design plans for the Project, and based on the Conceptual Design Plans develop the final design, prepare construction drawings, and assist the City in bidding the Project in a manner that meet the City's budget limitations. The City's total budget for the Project, including all design and construction and material costs, is \$1,400,000. The nature, scope, and level of the specific services to be performed by Architect are more particularly described in Exhibit G, attached hereto and incorporated herein by this reference.

1.2 Time for Performance. Architect shall perform all services under this Agreement on a timely, regular basis consistent with professional skill and care, and Architect's timely, regular performance is an essential element of this Agreement.

Architect shall commence the services contemplated under this Agreement immediately upon receipt of a request for such services from the City Representative and shall complete all services under this Agreement within the time frames set forth in Exhibit G.

1.3 Standard of Care. As a material inducement to City to enter into this Agreement, Architect hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein. In light of such status and experience, Architect hereby covenants that it shall follow the customary professional standards in performing all services required hereunder.

1.4 Familiarity with Services. By executing this Agreement, Architect warrants that, to the extent required by the standard of practice, Architect (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. Architect warrants that Architect, to the extent required by the standard of practice, has investigated the visible portions of the construction site(s) and is reasonably acquainted with the conditions there existing. Should Architect discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Architect shall immediately inform City of such fact and shall not proceed except at Architect's risk until written instructions are received from the City Representative.

1.5 Compliance with Americans with Disabilities Act. All conceptual design plans for the Project prepared by Architect pursuant to this Agreement shall comply with the Americans with Disabilities Act (42 U.S.C. Section 12001 *et seq.*), to the extent applicable.

2. Term of Agreement. This Agreement is effective as of November 18, 2004 (the "Effective Date"), and shall remain in full force and effect until the services required hereunder have been rendered by Architect, unless sooner terminated as provided in Section 15 herein.

3. Compensation.

3.1 Compensation. City agrees to compensate Architect with a fee not-to-exceed the total sum of \$81,593.00 payable as earned at the completion of each phase of the Project in accordance with Exhibit H. The total cost of each phase shall not exceed the totals shown in Exhibit H. The compensation payable hereunder includes all professional services and all reimbursable expenses as set forth in Exhibit "H." This is a not-to-exceed fee contract, and the total payment to Architect pursuant to this Agreement, inclusive of all professional services and reimbursable expenses, shall not exceed \$81,593.00. Payments shall be made in accordance with the provisions of Section 4 herein. City shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to the Architect. No claims for compensation in excess of the not-to-exceed amounts for each phase of the Project as shown in Exhibit H will be allowed unless such additional

compensation is authorized by City in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to and approved by the City Council.

3.2 Extra Services. No claims for extra services performed by Architect which are beyond the scope set forth in Section 1 and more fully described in Exhibit G will be allowed unless such additional work is authorized by City in writing prior to the performance of such services. Extra services, if any are authorized, shall be compensated at the hourly rates set forth in the Schedule of Fees in Exhibit H. All requests for compensation for extra must be submitted to and approved by the City Council prior to the commencement of such services by Architect.

4. Method of Payment.

4.1 Invoices. Architect shall submit to City monthly invoices for the services performed pursuant to this Agreement. The invoices shall describe in detail the services rendered during the period and shall separately describe any extra services authorized by the City. Any invoice claiming compensation for extra services shall include appropriate documentation of the City's prior authorization of such services. All invoices shall be remitted to the following address: Jim Parker, Director of Director of Transportation, City of Norwalk, 12700 Norwalk Boulevard, Norwalk, California, 90651.

4.2 City shall review such invoices and notify Architect in writing within ten (10) business days of any disputed amounts.

4.3 City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the not-to-exceed amount set forth in Section 3. Architect may suspend services if payment for undisputed portions of the invoice are not received from the City within sixty (60) sixty days after City's receipt of said invoice.

4.4 At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Architect shall be available for review and audit by the City. City shall provide Architect with a minimum of twenty-four (24) hours advance notice prior to any such review or audit.

5. Representatives.

5.1 City Representative. For the purposes of this Agreement, the contract administrator and City's representative shall be the Director of Transportation, or such other person as the Director designates in writing (hereinafter the "City Representative"). It shall be Architect's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and Architect shall refer any decisions which must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

5.2 Architect Representative. For the purposes of this Agreement, Lance Bird, FAIA, is hereby designated as the principal and representative of Architect

authorized to act in its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). It is expressly understood that the experience, knowledge, capability and reputation of the Responsible Principal were a substantial inducement for City to enter into this Agreement. Therefore, the Responsible Principal shall be responsible during the term of this Agreement for directing all activities of Architect and devoting sufficient time to personally supervise the services hereunder. The Responsible Principal may not be changed by Architect without the prior written approval of City.

6. Architect's Personnel.

6.1 All services required under this Agreement shall be performed by Architect or under Architect's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such services, including, without limitation, a City of Norwalk business license as required by Title 5 of the Norwalk Municipal Code.

6.2 Architect shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement.

6.3 Architect shall be responsible for payment of all employees' and subconsultants' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

6.4 Architect shall indemnify and hold harmless City and its elected officials, officers, employees, servants, attorneys, volunteers, and agents serving as independent contractors in the role of city or agency officials, from any and all liability, damages, claims, costs and expenses of any nature arising from Architect's alleged violations of personnel practices. City shall have the right to offset against the amount of any fees due to Architect under this Agreement any amount due to City from Architect as a result of Architect's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

7. Standard of Performance. Architect shall perform all services under this Agreement to customary professional standards.

8. Ownership of Work Product.

8.1 Ownership of Plans. All plans, specifications, reports, studies, tracings, maps, drawings, blueprints, or other written material prepared or obtained by Architect in the course of performing the services required by this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City, and Architect shall convey and transfer all copyrightable interests in such plans, specifications, reports, studies, tracings, maps, drawings, blueprints, documents, and in the Building to City. Basic survey notes, sketches, charts,

computations and similar data prepared or obtained by Architect under this Agreement shall, upon request, be made available to City. Such material shall not be the subject of a copyright application by Architect. Any alteration or reuse by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensates Architect for such use. City agrees to indemnify, defend and hold harmless Architect against any claims, losses, costs or damages as a result of City's alteration or reuse of such plans, drawings and specifications without compensation to Architect. In the event of the return of the plans, drawings or specifications to Architect or its representative, Architect shall be responsible for their safe return to City. Architect shall be entitled to retain copies of the plans, drawings and specifications for Architect's files. Under no circumstances, other than non-payment, shall Architect fail to deliver any draft or final plans, drawings or specifications to City upon written demand by City for their delivery, notwithstanding any disputes between Architect and City concerning payment, performance of the contract, or otherwise unless City has failed to pay Architect any undisputed amount lawfully due Architect under this Agreement. This Covenant shall survive the termination of this Agreement.

8.2 Title to Intellectual Property. Architect represents that it has secured all necessary licenses, consents or approvals to use the components of any intellectual property, including computer software, used in the rendering of services and the production of the materials produced under this Agreement, and that City has full legal title to and the right to reproduce such materials. Architect covenants to defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, volunteers, and agents serving as independent contractors in the role of city or agency officials, harmless from any loss, claim or liability in any way related to a claim that City is violating federal, state or local laws, or any contractual provisions, relating to trade names, licenses, franchises, patents or other means of protecting interests in products or inventions. Architect shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked materials, equipment, devices or processes used on or incorporated in the services and materials produced under this Agreement. In case such materials, equipment, devices or processes are held to constitute an infringement and their use is enjoined, Architect, at its expense, shall: (a) secure for City the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for City; or (b) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

9. Status as Independent Contractor. Architect is, and shall at all times remain as to City, a wholly independent contractor. Architect shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act as an agent of City. Neither City nor any of its agents shall have control over the conduct of Architect or any of Architect's employees, except as set forth in this Agreement. Architect shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Architect agrees to pay all required taxes on amounts paid to Architect under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted

against City by reason of the independent contractor relationship created by this Agreement. Architect shall fully comply with the workers' compensation law regarding Architect and Architect's employees. Architect further agrees to indemnify and hold City harmless from any failure of Architect to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Architect under this Agreement any amount due to City from Architect as a result of Architect's failure to promptly pay to City any reimbursement or indemnification arising under this Section 9.

10. Confidentiality. Architect, in the course of its duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Architect covenants that all data, documents, discussion, or other information developed or received by Architect or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Architect to any person or entity without prior written authorization by City, except to the extent necessary for Architect to perform the services contemplated by this Agreement. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Architect's covenant under this section shall survive the termination of this Agreement.

11. Conflict of Interest.

11.1 Architect covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Architect under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Architect further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Architect shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement. Architect agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Architect "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any matter in connection with which Architect has been retained pursuant to this Agreement.

11.2 Architect further warrants and represents that it has not employed or retain any person or entity, other than a bona fide employee working exclusively for Architect, to solicit or obtain this Agreement. Nor has Architect paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Architect, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable to Architect hereunder the full amount or value of any such fee, commission, percentage or gift.

11.3 Architect has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of Architect, and that if any such interest comes to the knowledge of Architect at any time during the term of this Agreement, Architect shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in subsection 11.1.

12. Indemnification.

12.1 Indemnity for Professional Services. Architect shall hold harmless, indemnify and defend City, and its elected officials, officers, employees, servants, attorneys, volunteers, and agents serving as independent contractors in the role of city or agency officials, from and against any and all claims, demands, damages, liability, loss, costs or expenses, resulting from willful misconduct, negligent acts, errors or omissions of Architect or any of its officers, employees, subconsultants, or agents, arising in whole or in part out of, in connection with, resulting from, the negligent performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision, in accordance with the terms of the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit A and incorporated herein by this reference..

12.2 Other Indemnities. Architect shall further hold harmless, indemnify and defend City, and its elected officials, officers, employees, servants, attorneys, volunteers, and agents serving as independent contractors in the role of city or agency officials, from and against any and all claims, demands, damages, liability, loss, costs or expenses, resulting from willful misconduct, negligent acts, errors or omissions of Architect or any of its officers, employees, subconsultants, or agents, arising or claimed to arise, directly or indirectly, in whole or in part, out of, in connection with, resulting from, the negligent performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision, in accordance with the terms of the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit A and incorporated herein by this reference.

12.3 Nonwaiver of Rights. Indemnitees do not, and shall not, waive any rights that they may possess against Architect because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12.4 Waiver of Right of Subrogation. Architect, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor.

12.5 Survival. The provisions of this Section 12 shall survive the termination of the Agreement and are in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

13. Insurance.

13.1 Liability Insurance. Architect shall procure and maintain in full force and effect for the duration of this Agreement insurance against claims for injuries to persons or damages to property and professional negligence which may arise from or in connection with the performance of the services hereunder by Architect, and its agents, representatives, employees and subconsultants.

13.2 Minimum Scope of Insurance. Unless otherwise approved by City, coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance on a form approved by City.

13.3 Minimum Limits of Insurance. Architect shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease and Workers' Compensation Insurance in the amount required by law.
- (4) Professional Liability: \$1,000,000 per claim/aggregate.

13.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City except with respect to professional liability insurance. At the option of City's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, employees and volunteers; or Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

13.5 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) City, its officers, officials, employees, volunteers and agents serving as independent contractors in the role of city or agency officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Architect; products and completed operations of Architect; premises owned, occupied or used by Architect; or automobiles owned, leased, hired or borrowed by Architect. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, volunteers or agents serving as independent contractors in the role of city or agency officials which are not also limitations applicable to the named insured.
- (2) For any claims related to this Agreement, Architect's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, volunteers and agents serving as independent contractors in the role of city or agency officials. Any insurance or self-insurance maintained by City, their officers, officials, employees, volunteers or agents serving as independent contractors in the role of city or agency officials shall be excess of Architect's insurance and shall not contribute with it.
- (3) Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after 30 days prior written notice by first class mail has been given to City. Notwithstanding the foregoing, the insurer shall be required to give ten (10) days prior written by first class mail to City for non-payment of premiums.
- (5) Except with respect to professional liability, each insurance policy required by this clause shall expressly waive the

insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, volunteers, and agents serving as independent contractors in the role of city or agency officials.

13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless waived by City's Risk Manager.

13.7 Verification of Coverage. All insurance coverages shall be confirmed by execution of endorsements on the forms attached hereto and incorporated herein as Exhibits B, C and D, or on such other forms as approved in writing by City's Risk Manager. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Architect's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

13.8 Subconsultants. Architect shall include all subconsultants, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein unless otherwise approved in advance in writing by City.

14. Cooperation. In the event any claim or action is brought against City relating to Architect's performance or services rendered under this Agreement, Architect shall render any reasonable assistance and cooperation which City might require.

15. Termination. Either party shall have the right to terminate this Agreement at any time for any reason on written notice to the other party. In the event either party exercises its right to terminate this Agreement, Architect shall be paid for any otherwise billable expenses incurred to the effective date of the termination, and Architect shall have no other claim against City by reason of such termination, including any claim for compensation.

16. Suspension. City may, in writing, order Architect to suspend all or any part of the Architect's services under this Agreement for the convenience of City or for work stoppages beyond the control of City or Architect. Subject to the provisions of this Agreement relating to termination, a suspension of the Architect's work up to and including sixty (60) calendar days does not void this Agreement.

17. Notices. Any notices, bills, invoices, or reports authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Architect's and City's regular business hours or by facsimile before or during Architect's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such

other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be addressed as follows:

If to City: City Clerk
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5773

With a copy to:

Jim Parker, Director of Transportation
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5773

If to Architect: Lance Bird, FAIA, Principal
La Canada Design Group, Inc.
630 North Rosemead Boulevard, Suite 400
Pasadena, California 91107
Fax: (626) 351-4302

18. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Architect shall not discriminate against any employee, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Architect will take affirmative action to ensure that subconsultants and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

19. Non-Assignability; Subcontracting. Architect shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Architect's obligations hereunder. Any attempt by Architect to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

20 Compliance with Laws. Architect shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

21. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Architect constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of

Architect, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

22. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

23. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

24. Construction. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party to causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

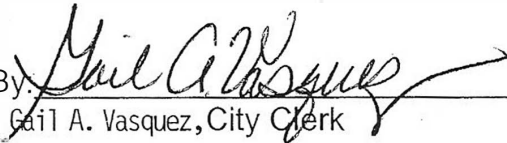
25. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Architect and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

ATTEST:

CITY OF NORWALK

By: 
Gail A. Vasquez, City Clerk

By: 
~~Mayor~~ Ernie V. Garcia
City Manager

ARCHITECT:

LA CANADA DESIGN GROUP, INC.

By: 
Name: Lance Bird
Title: CHAIRMAN

By: 
Name: Veronica Romero West
Title: Vice President

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: Architectural Services

LACANADA DESIGN GROUP
Indemnitor(s) (list all names):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to be limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name LA CANADA DESIGN CP Name Veronica Romero West

By: Lance Ford By: West
Its CHAIRMAN Its Vice President

**ADDITIONAL INSURED ENDORSEMENT
COMMERCIAL GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES

POLICY PERIOD FROM/TO

LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> |
| <input type="checkbox"/> General Liability Endorsement | <input type="checkbox"/> |

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (____) _____

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES

POLICY PERIOD FROM/TO

LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- Any Automobiles
- All Owned Automobiles
- Non-owned Automobiles
- Hired Automobiles
- Scheduled Automobiles
- Garage Coverage
- Truckers Coverage
- Motor Carrier Act
- Bus Regulatory Reform Act
- Public Livery Coverage

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES

POLICY PERIOD FROM/TO

LIMITS OF LIABILITY

- Following Form
- Umbrella Liability
- _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

EXHIBIT "E"

PROJECT DESCRIPTION

The improvements to the City Bus Stops shall consist of the following:

[RFQ ATTACHED]

CONTRACTED SERVICES

Gwendolyn Williams

(Purchase Order, Pentamation Payment Report, Invoices)

COPY

WYSA
& Associates

Strategic Project Solutions

INVOICE

[Handwritten Signature]
710-45-4501-2080
THIS INVOICE HAS BEEN
REVIEWED AND APPROVED
FOR PAYMENT. *[Signature]*

BILL TO:
CITY OF NORWALK
CONTRACT NO.
DATE: February 5, 2006
ATTN: ACCOUNTS PAYABLE
JAMES C. PARKER
INVOICE NO. FY2006-3
NET 30

IFB/RFP CONTRACT
ADMINISTRATION
SUPPORT
12/05-1/31/06

32 hours @ \$95 *[Signature]*

*32 HRS x 16.62%
= 5.318 HRS*

MAKE CHECK
PAYABLE TO:
GWENDOLYN
W. WILLIAMS

TAXPAYER ID
550 64 9136

TOTAL AMOUNT DUE

\$3040 *[Signature]*

RECEIVED
06 MAR 17 PM 12:51
TRANSIT DEPARTMENT

INVOICE

BILL TO:
CITY OF NORWALK
CONTRACT NO.
DATE March 17, 2006
ATTN: ACCOUNTS PAYABLE
JAMES C. PARKER
INVOICE NO. FY2006-4
NET 30

X *[Signature]*
710-45-4501-2000
REVIEWED FOR ACCURACY
O.K. TO PAY. @
P.O. # 35163

<p>MAKE CHECK PAYABLE TO: GWENDOLYN W. WILLIAMS</p> <p>TAXPAYER ID 550 64 9136</p>	<p>IFB/RFP CONTRACT ADMINISTRATION SUPPORT 2/1/06-3/10/06</p> <p>2/3 4 hrs. 2/7 3 hrs. 2/6 2 hrs. 2/13 7 hrs. 2/15 6 hrs. 2/16 1.5 hr. 2/21 2 hrs. 2/22 1.5 hrs. 3/9 3.5 hrs. 3/10 1.5 hrs 14 hrs. - BSIP/CM, BSIP IFB and miscellaneous document development, correspondence etc.</p> <p>Total - 47 hrs.</p>	<p>\$95 per hour</p> <p><i>14 HRS x 16.62% = 2.326 HRS</i></p>
	<p>TOTAL AMOUNT DUE</p>	<p>\$4465</p>

**Claim for Payment
Pursuant to Government Code Section 17561
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES**

(19) Program Number: 000314
 (20) Date Filed: ___/___/___
 (21) LRS Input: ___/___/___
 Program
314

(01) Claimant Identification Number: 9819590
 (02) Claimant Name: City of Norwalk
 Mailing Address: P.O. Box 1030
 Street Address or P.O. Box: Norwalk
 City: Norwalk
 State: CA Zip Code: 90651

(22) FORM-1 (04)(A)(1)(g): 1,207
 (23) FORM-1 (04)(A)(2)(g): 7,152
 (24) FORM-1 (04)(A)(3)(g): 269
 (25) FORM-1 (04)(A)(4)(g): 359,462
 (26) FORM-1 (04)(A)(5)(g): 17,033
 (27) FORM-1,(06): 11,804
 (28) FORM-1,(07): 79,559
 (29) FORM-1,(08): 10
 (30) FORM-1,(11):
 (32) FORM-1,(12):

Type of Claim	Estimated Claim	Reimbursement Claim
(03) Estimated	<input type="checkbox"/>	(09) Reimbursement <input checked="" type="checkbox"/>
(04) Combined	<input type="checkbox"/>	(10) Combined <input type="checkbox"/>
(05) Amended	<input type="checkbox"/>	(11) Amended <input type="checkbox"/>

(06) Fiscal Year of Cost: 2006-07

(07) Total Claimed: \$464,907

(14) Less: 10% Late Penalty, but not to exceed \$1,000 (if applicable)

(15) Less: Estimated Claim Payment Received

(16) Net Claimed Amount: \$464,907

(17) Due from State (08): \$464,907

(18) Due to State (09):

(38) CERTIFICATION OF CLAIM

In accordance with the provisions of Government Code 17561, I certify that I am the person authorized by the local agency to file claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Government Code Sections 1090 to 1098, inclusive.

I further certify that there was no application for nor any grant or payment received, other than from the claimant, for reimbursement of costs claimed herein; and such costs are for a new program or increased level of services of an existing program. All offsetting savings and reimbursements set forth in the Parameters and Guidelines are identified, and all costs claimed are supported by source documents currently maintained by the claimant.

The amount for Estimated Claim and/or Reimbursement Claim are hereby claimed from the State for payment of estimated and/or actual costs set forth on the attached statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Authorized Representative

Jana Stuard

Date Signed: 9/26/2011

Jana Stuard Telephone Number: (562) 929-5748

Finance Director Email Address: Jstuard@ci.norwalk.ca.us

Name of Contact Person for Claim

Telephone Number

E-Mail Address

Annette S. Chinn (CRS)

(916) 939-7901

ACHinnCRS@aol.com

Revised (12/09)

Form FAM-27

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
CLAIM SUMMARY**

**Prog 314
FORM
1**

(01) Claimant City of Norwalk	(02) Type of Claim Reimbursement <input checked="" type="checkbox"/> Estimated <input type="checkbox"/>	Fiscal Year 2006-07 <small>(see FAM-27 for estimate)</small>
----------------------------------	---	--

Claim Statistics

(03) Department	Public Works
-----------------	--------------

Direct Costs	Object Accounts					
---------------------	------------------------	--	--	--	--	--

(04) Reimbursable Activities	(a)	(b)	(c)	(d)	(e)	(g)
	Salaries	Benefits	Materials and Supplies	Contract Services	Fixed Assets	Total

A. ONE-TIME ACTIVITIES

1. ID of locations that are required to have receptacle	\$833	\$375				\$1,207
2. Select/Eval./& preparation of specs and drawings	\$833	\$375		\$5,945		\$7,152
3. Prep of contract specs, review process/award bid	\$185	\$84				\$269
4. Purchase or construct and install receptacle & pad	\$387	\$175	\$358,900			\$359,462
5. Move/restore at old locations & install at new locations			\$17,033			\$17,033
(05) Total Direct Costs	\$2,238	\$1,008	\$375,933	\$5,945		\$385,124

B. ON GOING ACTIVITY: Maintain Trash Receptacles and Pads

(06) Annual number of trash collections	11804
(07) Total Ongoing Costs (Line (06) x RRM rate)	\$79,559

Indirect Costs

(08) Indirect Cost Rate (applied to salaries)	<small>(from ICRP) (Applied to Salaries)</small>	10.0%
(09) Total Indirect Costs	<small>Line (06) x line (05)(a) or line(06) x [line (05)(a) + line(05)(b)]</small>	\$224
(10) Total Direct and Indirect Costs	<small>Line (05)(d) + line (07)</small>	\$464,907

Cost Reductions

(11) Less: Offsetting Savings, if applicable	
(12) Less: Other Reimbursements, if applicable	
(13) Total Claimed Amount	<small>Line (08) - (line(09) + Line(10))</small> \$464,907

Program
314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2006-07**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- ID locations that are required to have a trash receptacle
 Select/eval. & prep of specifications & drawings
 Prep of contracts/specs review, process, award bid...
 Purchase or construct/install receptacles and pads
 Move/restore at old location and install at new location

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u><i>Delfino Consunji, City Engineer</i></u>	\$51.77	44.9%	8.60	\$445	\$200				\$645
<u><i>Randy Hillman, Assoc. Engineer</i></u>	\$45.06	45.1%	8.60	\$387	\$175				\$562
Identified locations of all transit stops that were required to have transit trash receptacle pursuant to the Permit.									
(05) Total			17.20	\$833	\$375				\$1,207

Program

314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2006-07**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | | | |
|-------------------------------------|---|--------------------------|--|
| <input type="checkbox"/> | ID locations that are required to have a trash receptacle | <input type="checkbox"/> | Purchase or construct/install receptacles and pads |
| <input checked="" type="checkbox"/> | Select/eval. & prep of specifications & drawings | <input type="checkbox"/> | Move/restore at old location and install at new location |
| <input type="checkbox"/> | Prep of contracts/specs review, process, award bid... | | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Delfino Consunji, City Engineer</u>	\$51.77	44.9%	8.60	\$445	\$200				\$645
<u>Randy Hillman, Assoc. Engineer</u>	\$45.06	45.1%	8.60	\$387	\$175				\$562
<u>La Canada Design Group, Inc.</u> Selected receptacle and pad type, evaluated proper placement of receptacle and prepared specifications & drawings.							\$5,945		
(05) Total			17.20	\$833	\$375		\$5,945		\$1,207

Program

314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: 2006-07

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | | | |
|-------------------------------------|---|--------------------------|--|
| <input type="checkbox"/> | ID locations that are required to have a trash receptacle | <input type="checkbox"/> | Purchase or construct/install receptacles and pads |
| <input type="checkbox"/> | Select/eval. & prep of specifications & drawings | <input type="checkbox"/> | Move/restore at old location and install at new location |
| <input checked="" type="checkbox"/> | Prep of contracts/specs review, process, award bid... | | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Theresa Clark, Manager of Strategic Planning & Admin</u> Prepared contracts, conducted specification review process advertised bids, and reviewed and awarded bids.	\$43.03	45.3%	4.30	\$185	\$84				\$269
(05) Total			4.30	\$185	\$84				\$269

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2006-07**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | | | |
|--------------------------|---|-------------------------------------|--|
| <input type="checkbox"/> | ID locations that are required to have a trash receptacle | <input checked="" type="checkbox"/> | Purchase or construct/install receptacles and pads |
| <input type="checkbox"/> | Select/eval. & prep of specifications & drawings | <input type="checkbox"/> | Move/restore at old location and install at new location |
| <input type="checkbox"/> | Prep of contracts/specs review, process, award bid... | | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Randy Hillman, Assoc. Engineer</u> Staff time involved in coordinating receptacle installation.	\$45.06	45.1%	8.60	\$387	\$175				\$562
<u>Olivas Valdez, Inc</u> Furnished all labor and materials for installation of 194 litter receptacles at specified bus stop locations.						\$358,900			
(05) Total			8.60	\$387	\$175	\$358,900			\$562

Program

314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: City of Norwalk **(02) Fiscal Year Costs Were Incurred:** 2006-07

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | |
|--|--|
| <input type="checkbox"/> ID locations that are required to have a trash receptacle | <input type="checkbox"/> Purchase or construct/install receptacles and pads |
| <input type="checkbox"/> Select/eval. & prep of specifications & drawings | <input type="checkbox"/> Move/restore at old location and install at new location |
| <input type="checkbox"/> Prep of contracts/specs review, process, award bid... | <input checked="" type="checkbox"/> Move/restore at old location and install at new location |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<p><u>Olivas Valdez, Inc</u> Moved receptacles and pads to reflect changes in transit stops, including costs or removal and restoration of property at former receptacle location and installation at new location. (Allocated a portion of total costs for this portion of the project).</p>						\$8,799			
<p><u>Onward Engineering</u> Hired to serve as project managers to the larger project Allocated \$8,234 of the total contract just for transit trash receptacle portion of the project.</p>						\$8,234			
(05) Total						\$17,033			

FY06-07

CONTRACTED SERVICES

(Direct Costs)

Olivas Valdez, Inc.

(Pentamation Payment Report, Cost
Distribution/Allocation Report, Invoices)

SPI - FUND ACCOUNTING
 DATE: 08/17/11
 TIME: 16:00:24

CITY OF NORWALK
 VENDOR PAYMENT HISTORY

PAGE NUMBER: 1
 ACCTPA31

SELECTION CRITERIA: transact.enc_no="40458"

-----VENDOR-----	INVOICE PURCHASE OR	1099 P/F	CHECK NO DATE	BUDGET UNIT SUB-PROJECT	-----DESCRIPTION-----	SALES TAX	AMOUNT
					CONTROL		
57534	OLIVAS VALDEZ INC	40458	N	710707709-2080	BUS STOP CONSTRUCTION A		
			F	11.92.02-2080	40458		
57534	OLIVAS VALDEZ INC	40458	N	710707709-2080	BUS STOP CONSTRUCTION A		
			F	5.113210-2080	40458		
57534	OLIVAS VALDEZ INC	40458	N	710707709-2080	BUS STOP CONSTRUCTION A		
			F	1.119-BS-2080	40458		
57534	OLIVAS VALDEZ INC	40458	N	710707709-2080	BUS STOP CONSTRUCTION A		
			F	9.1132BS-2080	40458		
57534	OLIVAS VALDEZ INC	40458	N	710707709-2080	BUS STOP CONSTRUCTION A		
			F	7709-MTA-2080	40458		
57534	OLIVAS VALDEZ INC	40458	N	227707709-2080	BUS STOP CONSTRUCTION A		
			F	7709-227-2080	40458		
57534	OLIVAS VALDEZ INC	40458	N	710707709-2080	BUS STOP CONSTRUCTION A		
			F	7709-210-2080	40458		
57534	OLIVAS VALDEZ INC	40458	M	44197 227707709-2080	BUS STOP/PROJ 7709	0.00	69514.08
			P	11/16/06 7709-227-2080	1116PPDC		
57534	OLIVAS VALDEZ INC	40458	M	44197 710707709-2080	BUS STOP/PROJ 7709	0.00	60000.00
			P	11/16/06 11.92.02-2080	1116PPDC		
57534	OLIVAS VALDEZ INC	40458	M	44197 710707709-2080	BUS STOP/PROJ 7709	0.00	178809.41
			P	11/16/06 1.119-BS-2080	1116PPDC		
57534	OLIVAS VALDEZ INC	40458	M	44197 710707709-2080	BUS STOP/PROJ 7709	0.00	39246.91
			P	11/16/06 9.1132BS-2080	1116PPDC		
57534	OLIVAS VALDEZ INC	40458	M	44760 710707709-2080	BUS STOP/PROJ 7709	0.00	267.06
			P	12/07/06 11.92.02-2080	1206PPDA		
57534	OLIVAS VALDEZ INC	40458	M	44760 710707709-2080	BUS STOP/PROJ 7709	0.00	111756.94
			P	12/07/06 1.119-BS-2080	1206PPDA		
57534	OLIVAS VALDEZ INC	40458	M	44760 227707709-2080	BUS STOP/PROJ 7709	0.00	28006.00
			P	12/07/06 7709-227-2080	1206PPDA		
57534	OLIVAS VALDEZ INC	40458	N	46670 710707709-2080	BUS STOP/PROJ 7709	0.00	33492.00
			P	02/08/07 9.1132BS-2080	0207PPDB		
57534	OLIVAS VALDEZ INC	40458	N	46670 227707709-2080	BUS STOP/PROJ 7709	0.00	83883.76
			P	02/08/07 7709-227-2080	0207PPDB		
57534	OLIVAS VALDEZ INC	40458	N	46670 710707709-2080	BUS STOP/PRO 7709	0.00	302043.04
			P	02/08/07 1.119-BS-2080	0207PPDB		
57534	OLIVAS VALDEZ INC	40458	N	47051 227707709-2080	BUS STP CON/PROJ#7709	0.00	113244.74
			P	02/20/07 7709-227-2080	0220PPD		
57534	OLIVAS VALDEZ INC	40458	N	47051 710707709-2080	BUS STP CON/PROJ#7709	0.00	103845.61
			P	02/20/07 5.113210-2080	0220PPD		
57534	OLIVAS VALDEZ INC	40458	N	47051 710707709-2080	BUS STP CON/PROJ#7709	0.00	349133.35
			P	02/20/07 1.119-BS-2080	0220PPD		
57534	OLIVAS VALDEZ INC	40458	N	48623 710707709-2080	BUS STOP/PROJ# 7709	0.00	296154.39
			P	04/10/07 5.113210-2080	0405WR		
57534	OLIVAS VALDEZ INC	40458	N	48623 227707709-2080	BUS STOP/PROJ# 7709	0.00	226788.01
			P	04/10/07 7709-227-2080	0405WR		
57534	OLIVAS VALDEZ INC	40458	N	49921 227707709-2080	BUS STOP/PROJ 7709	0.00	117051.70
			P	05/15/07 7709-227-2080	0514PPD		
57534	OLIVAS VALDEZ INC	40458	N	50632 227707709-2080	BUS STOP-PROJ# 7709	0.00	62951.22
			P	06/07/07 7709-227-2080	0607PPDC		
57534	OLIVAS VALDEZ INC	40458	N	53653 227707709-2080	BUS STOP/PROJ 7709	0.00	36780.00
			P	08/30/07 7709-227-2080	PY0829PD		

RUN DATE 08/17/2011 TIME 16:00:24

SPI - FUND ACCOUNTING

SPI - FUND ACCOUNTING
DATE: 08/17/11
TIME: 16:00:24

CITY OF NORWALK
VENDOR PAYMENT HISTORY

PAGE NUMBER: 2
ACCTPA31

SELECTION CRITERIA: transact.enc_no="40458"

-----VENDOR-----	INVOICE	1099 CHECK NO	BUDGET UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
	PURCHASE OR P/F	DATE	SUB-PROJECT	CONTROL		
TOTAL VENDOR					0.00	2212968.22
TOTAL REPORT					0.00	2212968.22

TETRA TECH

NOV 10 2006

RECEIVED



City of **NORWALK**

ACCT. PAYABLE

NOV 16 2006

CONTRACT PAYMENT REQUEST

RECEIVED

Account No. 227-70-7709-2080/710-70-7709-2080

Bus Stop Improvements

For the Period OCTOBER 1st to NOVEMBER 1st Job 7709

Contractor Olivas Valdez, Inc. Progress Pmt. No. 1 (REV)

Address 846 N. Charter Dr., Covina, CA 91724 Contract \$2,281,110.00

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
CONSTRUCTION ITEMS	\$	\$		\$
1) 15,000 SF - Furnish all labor and materials for installation of 4" thick PCC sidewalk per City Standard 104 including removals, complete	10.00	150,000.00	22,405 ⁵⁴ 1 (S.F.)	22,405 ⁴⁰
2) 9 EA - Furnish all labor and materials for installation of ADA access ramps per Caltrans standard A-88A including curb and street replacement, complete	2,700.00	24,300.00	—	
3) 159 EA - Furnish all labor and material for installation of surface mount Presidio 3-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	2,600.00	413,400.00	59	153,400 ⁰⁰
4) 13 EA - Furnish all labor and material for installation of surface mount Presidio 5-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	4,500.00	58,500.00	—	
5) 205 - Furnish all labor and material for installation of Presidio side-opening, key-locked litter receptacles or approved equal per specification at specified bus stop locations, complete	1,850.00	379,250.00	63	116,550 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
6) 216 EA - Furnish all labor and material for removal of existing Bus Stop signs and poles at all bus stop locations including restoration of existing improvements, complete	160.00	34,560.00	—	
7) 216 EA - Furnish all labor and material for installation of proposed Bus Stop sign poles at specified bus stop locations, including restoration of existing improvements, complete	2,100.00	453,600.00	27	56,700 ⁰⁰
8) 8 EA - Furnish all labor and material for installation of 3-Seat Kaleidoscope canopy bus shelter with backless Presidio bench with arms and I-Shelter solar lighting or approved equal, per specifications at specified bus stop locations including concrete footings, complete	30,000.00	240,000.00	—	
9) 1 LS - Furnish all labor and materials for installation of Landmark bus stop per plans & specifications on EB Imperial Highway E/O Norwalk Blvd, including demolition, landscaping, irrigation, hardscape, walls, and curved Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	140,000.00	140,000.00	—	
A-1 – 1 LS -Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Rosecrans W/O Pioneer, including demolition, palm tree removal hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	50,000.00	50,000.00	—	
A-2 – 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Imperial W/O Norwalk, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	62,500.00	62,500.00	—	
A-3 – 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on SB Pioneer at Orange, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	65,000.00	65,000.00	—	

Items of Work Change Orders	Unit Bid Price \$	Total Bid Price \$	Total Completed To Date %/Qty	Amount Requested
Change Order No. <u>1</u> (Add/Deduct)	<55>	<11,880 ⁰⁰ >	27	<1,485 ⁰⁰ >
Change Order No. ___ (Add/Deduct)				
Change Order No. ___ (Add/Deduct)				
Change Order No. ___ (Add/Deduct)				

Summary of Payments

Total of Work Completed to Date (Incl. Change Orders) \$ 347,570⁴⁰
 Less 10% Retained \$ 34,757⁰⁴
 Less Previous Payments \$ 0
Amount of This Payment \$ 312,813³⁶

CERTIFICATION BY THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract for this project; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this statement and that no part of the "AMOUNT OF THIS PAYMENT" has been received.

- 1) 710-70-7709-2080/9.1132.BS \$39,246.91
- 2) 710-70-7709-2080/1.119-BS \$178,809.41
- 3) 227-70-7709-2080/7709-227 \$69,514.08
- 4) 710-70-7709-2080/11.92.02. 60,000.00
347,570.40

OLIVAS VALDEZ INC

By: [Signature] (Contractor) Project Manager 11/09/06
 (Title) (Date)

CONTRACT PAYMENT CERTIFICATE

This is to certify that the contractor is entitled to receive payment in the amount shown above as "AMOUNT OF THIS PAYMENT".

QUANTITIES APPROVED [Signature] 11/11/06
 (Inspector) (Date)
 COSTS APPROVED [Signature] 11/13/06
 (Project Engineer) (Date)
 COSTS APPROVED [Signature] 11/14/06
 (Project Manager) (Date)
 RECOMMENDED FOR PAYMENT [Signature] 11/16/06
 (City Engineer) (Date)
 APPROVED FOR PAYMENT [Signature] 11/16/06
 (Director of Transportation) (Date)

NOTE TO CONTRACTOR: Submit Original and Two Copies, properly signed, to:
 City of Norwalk, Engineering Dept., 12700 Norwalk Blvd., Norwalk, CA 90650

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
A-4 – 7 EA – Furnish all labor and materials for upgrading Tier-1A installations to Tier 2 bus stop per plans & specifications at specified locations, including straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	30,000.00	210,000.00	—	

SPI - FUND ACCOUNTING
DATE: 11/16/06
TIME: 14:38:01

CITY OF NORWALK
EXPENDITURE TRANSACTION ANALYSIS

PAGE NUMBER: 2
AUDIT11

SELECTION CRITERIA: transact.enc_no='40458' and transact.invoice='1'
ACCOUNTING PERIOD: 5/07

FUND - 710 - TRANSIT SYSTEM FUND
BUDGET UNIT - 710707709 - BUS STOP ENHANCEMENT PROJ

ACCOUNT DATE	T/C	PURCHAS	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
2080		CONTRACT	SVC/NON-CLASS					
5 /07	11/16/06	21 40458	-01 44197	57534 OLIVAS VALDEZ IN		39,246.91	-39,246.91	BUS STOP/PROJ 7709
5 /07	11/16/06	21 40458	-01 44197	57534 OLIVAS VALDEZ IN		60,000.00	-60,000.00	BUS STOP/PROJ 7709
5 /07	11/16/06	21 40458	-01 44197	57534 OLIVAS VALDEZ IN		178,809.41	-178,809.41	BUS STOP/PROJ 7709
TOTAL		CONTRACT	SVC/NON-CLASS		.00	278,056.32	-278,056.32	
TOTAL		BUS STOP	ENHANCEMENT PROJ		.00	278,056.32	-278,056.32	
TOTAL		TRANSIT SYSTEM	FUND		.00	278,056.32	-278,056.32	
TOTAL REPORT					.00	347,570.40	-347,570.40	



City of **NORWALK**

CONTRACT PAYMENT REQUEST

Account No. 227-70-7709-2080/710-70-7709-2080

For the Period NOVEMBER 1st to NOVEMBER 28th Job Bus Stop Improvements

Contractor Olivas Valdez, Inc. Progress Pmt. No. 2

Address 846 N. Charter Dr., Covina, CA 91724 Contract \$2,281,110.00

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
CONSTRUCTION ITEMS	\$	\$		\$
1) 15,000 SF - Furnish all labor and materials for installation of 4" thick PCC sidewalk per City Standard 104 including removals, complete	10.00	150,000.00	2,240 ⁵⁴ (Sf)	(22,405 ⁴⁰) /6
2) 9 EA - Furnish all labor and materials for installation of ADA access ramps per Caltrans standard A-88A including curb and street replacement, complete	2,700.00	24,300.00	—	—
3) 159 EA - Furnish all labor and material for installation of surface mount Presidio 3-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	2,600.00	413,400.00	82 ⁽²³⁾	(213,200 ⁰⁰) 59,800 /6
4) 13 EA - Furnish all labor and material for installation of surface mount Presidio 5-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	4,500.00	58,500.00	—	—
5) 205 - Furnish all labor and material for installation of Presidio side-opening, key-locked litter receptacles or approved equal per specification at specified bus stop locations, complete	1,850.00	379,250.00	84	(155,400 ⁰⁰) 38,850 /6

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
6) 216 EA - Furnish all labor and material for removal of existing Bus Stop signs and poles at all bus stop locations including restoration of existing improvements, complete	160.00	34,560.00	3 ⁽³⁾	480 ⁰⁰ <i>Mc</i>
7) 216 EA - Furnish all labor and material for installation of proposed Bus Stop sign poles at specified bus stop locations, including restoration of existing improvements, complete	2,100.00	453,600.00	47 ⁽²⁰⁾	(98,700 ⁰⁰) 42,000 <i>Mc</i>
8) 8 EA - Furnish all labor and material for installation of 3-Seat Kaleidoscope canopy bus shelter with backless Presidio bench with arms and I-Shelter solar lighting or approved equal, per specifications at specified bus stop locations including concrete footings, complete	30,000.00	240,000.00	—	
9) 1 LS - Furnish all labor and materials for installation of Landmark bus stop per plans & specifications on EB Imperial Highway E/O Norwalk Blvd, including demolition, landscaping, irrigation, hardscape, walls, and curved Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	140,000.00	140,000.00	—	
A-1 – 1 LS -Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Rosecrans W/O Pioneer, including demolition, palm tree removal hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	50,000.00	50,000.00	—	
A-2 – 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Imperial W/O Norwalk, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	62,500.00	62,500.00	—	
A-3 – 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on SB Pioneer at Orange, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	65,000.00	65,000.00	—	

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
A-4 - 7 EA - Furnish all labor and materials for upgrading Tier-1A installations to Tier 2 bus stop per plans & specifications at specified locations, including straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	30,000.00	210,000.00		

Items of Work Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Qty	Amount Requested
Change Order No. <u>1</u> (Add/Deduct)	<u><55⁰⁰></u>	<u><11,880⁰⁰></u>	<u>47</u>	<u><2,585⁰⁰></u>
Change Order No. ___ (Add/Deduct)				
Change Order No. ___ (Add/Deduct)				
Change Order No. ___ (Add/Deduct)				


Summary of Payments

Total of Work Completed to Date (Incl. Change Orders) \$ 487,600⁴⁰
 Less 10% Retained \$ 48,760⁰⁴
 Less Previous Payments \$ 312,813³⁶
Amount of This Payment (with 10% retentis) 126,027⁰⁰

CERTIFICATION BY THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract for this project; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this statement and that no part of the "AMOUNT OF THIS PAYMENT" has been received.

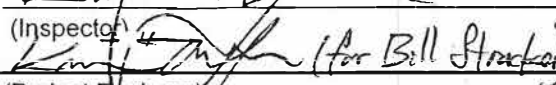
See attached for account code info.

OLIVAS VALDEZ INC 
 (Contractor)
 By: Project Manager 11/28/06
 (Title) (Date)


CONTRACT PAYMENT CERTIFICATE


This is to certify that the contractor is entitled to receive payment in the amount shown above as "AMOUNT OF THIS PAYMENT".

QUANTITIES APPROVED  12/4/06
 (Inspector) (Date)

COSTS APPROVED  (for Bill Stricker) 12/4/06
 (Project Engineer) (Date)

COSTS APPROVED  12/4/06
 (Project Manager) (Date)

RECOMMENDED FOR PAYMENT  12/5/06
 (City Engineer) (Date)

APPROVED FOR PAYMENT  12/5/06
 (Director of Transportation) (Date)

NOTE TO CONTRACTOR: Submit Original and Two Copies, properly signed, to:
 City of Norwalk, Engineering Dept., 12700 Norwalk Blvd. Norwalk, CA 90650

12/4/2006 KE

	Valdez Payment History						Totals	Grant Balance
	Inv Date	11/10/06	12/4/06					
Invoice #	PP1	PP2						
Amount	347,570.40	140,030.00	-	-	-	-	487,600.40	
Retention	(34,757.04)	(14,003.00)	-	-	-	-	(48,760.04)	
Payment	312,813.36	126,027.00	-	-	-	-	438,840.36	
Account Codes								
710-70-7709-2080 / 9.1132BS	80%	(39,246.91)	-	-	-	-	-	-
710-70-7709-2080 / 11.92.02	80%	(60,000.00)	(267.06)	-	-	-	-	-
710-70-7709-2080 / 7709-MTA	80%	-	-	-	-	-	-	33,492.00
710-70-7709-2080 / 1.119-BS	80%	(178,809.41)	(111,756.94)	-	-	-	-	651,176.39
710-70-7709-2080 / 5.113210	80%	-	-	-	-	-	-	400,000.00
227-70-7709-2080 / 7709-227	20%	(69,514.08)	(28,006.00)	-	-	-	-	309,354.92
210-70-7709-2080 / 7709-210	100%	-	-	-	-	-	-	30,776.11
210-70-7709-2080 / 7709-210		-	-	-	-	-	-	75,820.00
		(347,570.40)	(140,030.00)	-	-	-	-	<u>1,500,619.42</u>
Validation		-	-	-	-	-	-	

CENTRAL FILE



RECEIVED

07 JAN -9 PM 2:03

TRANSIT DEPARTMENT

RECEIVED

2007 JAN 23 AM 11:17

OPERATIONS DEPARTMENT

CONTRACT PAYMENT REQUEST

Account No. 227-70-7709-2080/710-70-7709-2080

Bus Stop Improvements

For the Period 11/29/2006 to 12/29/2006 Job _____

Contractor Oli vas Valdez, Inc. Progress Pmt. No. 3

Address 846 N. Charter Dr., Covina, CA 91724 Contract \$2,281,110.00

EST #2

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total previously Completed To Date %/Quantity	Amount Requested
CONSTRUCTION ITEMS	\$	\$		\$
1) 15,000 SF - Furnish all labor and materials for installation of 4" thick PCC sidewalk per City Standard 104 including removals, complete	10.00	150,000.00	✓ (198359, 11) 2,240 ⁵⁴ 59,11	✓ 19,833 ⁹² <i>100</i>
2) 9 EA - Furnish all labor and materials for installation of ADA access ramps per Caltrans standard A-88A including curb and street replacement, complete	2,700.00	24,300.00	✓ 0	✓ 0
3) 159 EA - Furnish all labor and material for installation of surface mount Presidio 3-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	2,600.00	413,400.00	✓ (18) 82	✓ 46,800 ⁰⁰ <i>100</i>
4) 13 EA - Furnish all labor and material for installation of surface mount Presidio 5-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	4,500.00	58,500.00	✓ 0	✓ 0
5) 205 - Furnish all labor and material for installation of Presidio side-opening, key-locked litter receptacles or approved equal per specification at specified bus stop locations, complete	1,850.00	379,250.00	✓ (19) 84	✓ 35,150 ⁰⁰ <i>100</i>

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
6) 216 EA - Furnish all labor and material for removal of existing Bus Stop signs and poles at all bus stop locations including restoration of existing improvements, complete	160.00	34,560.00	✓ (3) 3	✓ 480 ⁰⁰
7) 216 EA - Furnish all labor and material for installation of proposed Bus Stop sign poles at specified bus stop locations, including restoration of existing improvements, complete	2,100.00	453,600.00	✓ (9) 47	✓ 18,900 ⁰⁰
8) 8 EA - Furnish all labor and material for installation of 3-Seat Kaleidoscope canopy bus shelter with backless Presidio bench with arms and I-Shelter solar lighting or approved equal, per specifications at specified bus stop locations including concrete footings, complete	30,000.00	240,000.00	✓ (4) 0	✓ 120,000 ⁰⁰
9) 1 LS - Furnish all labor and materials for installation of Landmark bus stop per plans & specifications on EB Imperial Highway E/O Norwalk Blvd, including demolition, landscaping, irrigation, hardscape, walls, and curved Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	140,000.00	140,000.00	✓ (50%) (complete) 0	✓ 70,000 ⁰⁰
A-1 - 1 LS -Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Rosecrans W/O Pioneer, including demolition, palm tree removal hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	50,000.00	50,000.00	✓ (75%) (complete) 0	✓ 35,000 ⁰⁰
A-2 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Imperial W/O Norwalk, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	62,500.00	62,500.00	✓ (70%) (complete) 0	✓ 43,750 ⁰⁰
A-3 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on SB Pioneer at Orange, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	65,000.00	65,000.00	0	0

Items of Work	Unit Bid Price	Total Bid Price	Completed To Date %/Quantity	Amount Requested
A-4 - 7 EA - Furnish all labor and materials for upgrading Tier-1A installations to Tier 2 bus stop per plans & specifications at specified locations, including straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	30,000.00	210,000.00	(1)	30,000.00 <i>30,000.00</i>


Items of Work Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Qty	Amount Requested
Change Order No. <u>1</u> (Add/Deduct)	<55 ⁰⁰ >	<11,880 ⁰⁰ >	47	<495 ⁰⁰ >
Change Order No. <u> </u> (Add/Deduct)				
Change Order No. <u> </u> (Add/Deduct)				
Change Order No. <u> </u> (Add/Deduct)				

Summary of Payments

Total of Work Completed to Date (Incl. Change Orders) \$ 907,019²⁰
 Less 10% Retained..... \$ 90,701⁹²
 Less Previous Payments \$ 438,840³⁶
Amount of This Payment \$ 377,476⁹²

CERTIFICATION BY THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract for this project; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this statement and that no part of the "AMOUNT OF THIS PAYMENT" has been received.

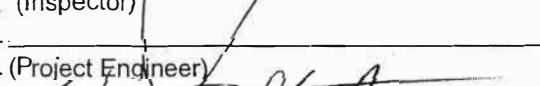


 (Contractor)
 By: Project Manager 1/9/07
 (Title) (Date)

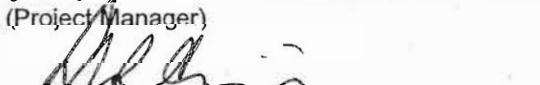
CONTRACT PAYMENT CERTIFICATE

This is to certify that the contractor is entitled to receive payment in the amount shown above as "AMOUNT OF THIS PAYMENT".

QUANTITIES APPROVED.....  1/15/07
 (Inspector) (Date)

COSTS APPROVED.....  _____
 (Project Engineer) (Date)

COSTS APPROVED.....  1/22/07
 (Project Manager) (Date)

RECOMMENDED FOR PAYMENT.....  1/31/07
 (City Engineer) (Date)

APPROVED FOR PAYMENT.....  2/2/07
 (Director of Transportation) (Date)

NOTE TO CONTRACTOR: Submit Original and Two Copies, properly signed, to:
 City of Norwalk, Engineering Dept., 12700 Norwalk Blvd., Norwalk, CA 90650

2/6/2007 KE

	Valdez Payment History						Totals
	11/10/06	12/4/06	1/9/07				
Inv Date	11/10/06	12/4/06	1/9/07				
Invoice #	PP1	PP2	PP3				
Amount	347,570.40	140,030.00	419,418.80	-	-	-	907,019.20
Retention	(34,757.04)	(14,003.00)	(41,941.88)	-	-	-	(90,701.92)
Payment	312,813.36	126,027.00	377,476.92	-	-	-	816,317.28

Account Codes

710-70-7709-2080 / 9.1132BS	80%	(39,246.91)	-	-	-	-	-
710-70-7709-2080 / 11.92.02	80%	(60,000.00)	(267.06)	-	-	-	-
710-70-7709-2080 / 7709-MTA	80%	-	-	(33,492.00)	-	-	-
710-70-7709-2080 / 1.119-BS	80%	(178,809.41)	(111,756.94)	(302,043.04)	-	-	-
710-70-7709-2080 / 5.113210	80%	-	-	-	-	-	-
227-70-7709-2080 / 7709-227	20%	(69,514.08)	(28,006.00)	(83,883.76)	-	-	-
210-70-7709-2080 / 7709-210	100%	-	-	-	-	-	-

210-70-7709-2080 / 7709-210

	(347,570.40)	(140,030.00)	(419,418.80)	-	-	-
Validation	-	-	-	-	-	-

S:\Admtrans\Kathryn Engel\Capital Planning\Project Data\7709-Bus Stop Project Funding 8-9-06.xls\Valdez PO Back

OK'd
to Finance
2/14/07



City of **NORWALK**

CONTRACT PAYMENT REQUEST

RECEIVED
 Feb 1
 2007 JAN 32 PM 1:47
 OPERATIONS DEPARTMENT

CENTRAL FILE

Account No. 227-70-7709-2080/710-70-7709-2080

Bus Stop Improvements

For the Period 12/30/06 to 01/30/07 Job _____

Contractor Olivas Valdez, Inc. Progress Pmt. No. 4

Address 846 N. Charter Dr., Covina, CA 91724 Contract \$2,281,110.00

Items of Work Extra Change Orders	a Unit Bid Price	b Total Bid Price	c Total Completed To Date %/Quantity	d = a x c Amount Requested
CONSTRUCTION ITEMS	\$	\$	Qt.	\$ TO DATE
1) 15,000 SF - Furnish all labor and materials for installation of 4" thick PCC sidewalk per City Standard 104 including removals, complete	10.00	150,000.00	6,998.29	69,982. ⁹⁰
2) 9 EA - Furnish all labor and materials for installation of ADA access ramps per Caltrans standard A-88A including curb and street replacement, complete	2,700.00	24,300.00	1	2,700. ⁰⁰
3) 159 EA - Furnish all labor and material for installation of surface mount Presidio 3-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	2,600.00	413,400.00	112	291,200. ⁰⁰
4) 13 EA - Furnish all labor and material for installation of surface mount Presidio 5-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	4,500.00	58,500.00	4	18,000. ⁰⁰
5) 205 - Furnish all labor and material for installation of Presidio side-opening, key-locked litter receptacles or approved equal per specification at specified bus stop locations, complete	1,850.00	379,250.00	128	236,800. ⁰⁰

Items of Work Change Orders	Unit Bid Price \$	Total Bid Price \$	Total Completed To Date %/Qty	\$ Amount Requested TO DATE
Change Order No. <u>1</u> (Add/Deduct)	< 55 ⁰⁰ >	< 11,880 >	100	< 5,500 >
Change Order No. ____ (Add/Deduct)				
Change Order No. ____ (Add/Deduct)				
Change Order No. ____ (Add/Deduct)				

Summary of Payments

Total of Work Completed to Date (Incl. Change Orders) \$ 1,473,242⁹⁰
 Less 10% Retained \$ 147,324²⁹
 Less Previous Payments EST. 3 \$ 816,317²⁸
Amount of This Payment \$ 509,601³³

CERTIFICATION BY THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract for this project; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this statement and that no part of the "AMOUNT OF THIS PAYMENT" has been received.

see attached for account wds

 (Contractor)
 By: Project Manager 01/25/07
 (Title) (Date)

CONTRACT PAYMENT CERTIFICATE

This is to certify that the contractor is entitled to receive payment in the amount shown above as "AMOUNT OF THIS PAYMENT".

QUANTITIES APPROVED [Signature] 01/29/07
 (Inspector) (Date)
 COSTS APPROVED _____ (Project Engineer) (Date)
 COSTS APPROVED [Signature] 01/30/07
 (Project Manager) (Date)
 RECOMMENDED FOR PAYMENT [Signature] 2/8/07
 (City Engineer) (Date)
 APPROVED FOR PAYMENT [Signature] 2/13/07
 (Director of Transportation) (Date)

NOTE TO CONTRACTOR: Submit Original and Two Copies, properly signed, to:
 City of Norwalk, Engineering Dept., 12700 Norwalk Blvd., Norwalk, CA 90650

2/6/2007 KE

Valdez Payment History							Totals	Grant Balance
Inv Date	11/10/06	12/4/06	1/9/07	2/1/07				
Invoice #	PP1	PP2	PP3	PP4				
Amount	347,570.40	140,030.00	419,418.80	566,223.70	-	-	1,473,242.90	
Retention	(34,757.04)	(14,003.00)	(41,941.88)	(56,622.37)	-	-	(147,324.29)	
Payment	312,813.36	126,027.00	377,476.92	509,601.33	-	-	1,325,918.61	
Account Codes								
710-70-7709-2080 / 9.1132BS	80%	(39,246.91)	-	-	-	-	-	-
710-70-7709-2080 / 11.92.02	80%	(60,000.00)	(267.06)	-	-	-	-	-
710-70-7709-2080 / 7709-MTA	80%	-	-	(33,492.00)	-	-	-	-
710-70-7709-2080 / 1.119-BS	80%	(178,809.41)	(111,756.94)	(302,043.04)	(349,133.35)	-	-	-
710-70-7709-2080 / 5.113210	80%	-	-	-	(103,845.61)	-	-	296,154.39
227-70-7709-2080 / 7709-227	20%	(69,514.08)	(28,006.00)	(83,883.76)	(113,244.74)	-	-	112,226.42
210-70-7709-2080 / 7709-210	100%	-	-	-	-	-	-	30,776.11
210-70-7709-2080 / 7709-210		-	-	-	-	-	-	75,820.00
		(347,570.40)	(140,030.00)	(419,418.80)	(566,223.70)	-	-	514,976.92
Validation		-	-	-	-	-	-	

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Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
6) 216 EA - Furnish all labor and material for removal of existing Bus Stop signs and poles at all bus stop locations including restoration of existing improvements, complete	160.00	34,560.00	16	2,560 ⁰⁰
7) 216 EA - Furnish all labor and material for installation of proposed Bus Stop sign poles at specified bus stop locations, including restoration of existing improvements, complete	2,100.00	453,600.00	100	210,000 ⁰⁰
8) 8 EA - Furnish all labor and material for installation of 3-Seat Kaleidoscope canopy bus shelter with backless Presidio bench with arms and I-Shelter solar lighting or approved equal, per specifications at specified bus stop locations including concrete footings, complete	30,000.00	240,000.00	8	240,000 ⁰⁰
9) 1 LS - Furnish all labor and materials for installation of Landmark bus stop per plans & specifications on EB Imperial Highway E/O Norwalk Blvd, including demolition, landscaping, irrigation, hardscape, walls, and curved Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	140,000.00	140,000.00	1	140,000 ⁰⁰
A-1 – 1 LS -Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Rosecrans W/O Pioneer, including demolition, palm tree removal hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	50,000.00	50,000.00	1	50,000 ⁰⁰
A-2 – 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Imperial W/O Norwalk, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	62,500.00	62,500.00	1	62,500 ⁰⁰
A-3 – 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on SB Pioneer at Orange, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	65,000.00	65,000.00	1	65,000 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
A-4 – 7 EA – Furnish all labor and materials for upgrading Tier-1A installations to Tier 2 bus stop per plans & specifications at specified locations, including straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	30,000.00	210,000.00	3	90,000 ⁰⁰

OLIVAS VALDEZ INC
BUS STOPS IMPROVEMENTS

CITY OF NORWALK

1/25/2007
 6:42 PM

Estimate # 4

Bid Item	Description	Bid Quantity	Units	Final Bid Unit Price	Final Bid Price	Previous Month QT	Previous Month Value	This Month QT	This Month Value	Total to Date QT	Total to Date Value	Percent Complete
1	4" PCC sidewalk per city std 104, incl removals	15,000	SF	\$10.00	\$150,000.00	4,223.92	\$ 42,239.20	2,774.37	\$ 27,743.70	6,998.29	\$ 69,982.90	47%
2	ADA ramps per Caltrans std A-88A, incl curb and street replacement	9	EA	\$2,700.00	\$24,300.00	0	\$ -	1	\$ 2,700.00	1	\$ 2,700.00	11%
3	F&I surface mount Presidio 3-seat backless bench w/arms at spec bus stop loc	159	EA	\$2,600.00	\$413,400.00	100	\$ 260,000.00	12	\$ 31,200.00	112	\$ 291,200.00	70%
4	F&I surface mount Presidio 5-seat backless bench w/arms at spec bus stop loc	13	EA	\$4,500.00	\$58,500.00	0	\$ -	4	\$ 18,000.00	4	\$ 18,000.00	31%
5	F&I Presidio side opening key-locked trash receptacle at spec bus stop loc	205	EA	\$1,850.00	\$379,250.00	103	\$ 190,550.00	25	\$ 46,250.00	128	\$ 236,800.00	62%
6	Removal of existing bus stop signs and poles incl restoration of ex improvs	216	EA	\$160.00	\$34,560.00	6	\$ 960.00	10	\$ 1,600.00	16	\$ 2,560.00	7%
7	F&I bus stop sign poles at spec bus loc, incl restoration of exist improv	216	EA	\$2,100.00	\$453,600.00	56	\$ 117,600.00	44	\$ 92,400.00	100	\$ 210,000.00	46%
8	F&I 3-seat kaleidoscope canopy bus shelter, w/ backless presidio bench w/ arms and I-shelter solar lighting , incl concrete footings	8	EA	\$30,000.00	\$240,000.00	4	\$ 120,000.00	4	\$ 120,000.00	8	\$ 240,000.00	100%
9	Landmark bus stop, EB imperial hwy e/o Norwalk Blvd - F&I curved kaleidoscope canopy bus shelter, w presidio benches and I-shelter solar lighting , incl concrete footings, demo, landscaping, irrigation, hardscape, walls per plans	1	LS	\$140,000.00	\$140,000.00	0.5	\$ 70,000.00	0.5	\$ 70,000.00	1	\$ 140,000.00	100%
A-1	Tier 3, WB Rosecrans w/o Pioneer - F&I straight kaleidoscope shelter, w presidio benches and I-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$50,000.00	\$50,000.00	0.7	\$ 35,000.00	0.3	\$ 15,000.00	1	\$ 50,000.00	100%
A-2	Tier 3, WB Imperial w/o Norwalk - F&I straight kaleidoscope shelter, w presidio benches and I-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$62,500.00	\$62,500.00	0.7	\$ 43,750.00	0.3	\$ 18,750.00	1	\$ 62,500.00	100%
A-3	Tier 3, SB Pioneer at Orange - F&I straight kaleidoscope shelter, w presidio benches and I-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$65,000.00	\$65,000.00	0	\$ -	1	\$ 65,000.00	1	\$ 65,000.00	100%
A-4	Upgrade Tier-1A to Tier 2 at spec locations - F&I straight kaleidoscope shelter, w presidio benches and I-shelter solar lighting per plans	7	EA	\$30,000.00	\$210,000.00	1	\$ 30,000.00	2	\$ 60,000.00	3	\$ 90,000.00	43%
CONTRACT AMOUNT					\$2,281,110.00		\$910,099.20		\$568,643.70		\$1,478,742.90	65%
	CO 1 - deduction of I-stop signs	216	EA	\$ (55.00)	\$ (11,880.00)	56.00	\$ (3,080.00)	44	\$ (2,420.00)	100	\$ (5,500.00)	46%
Subtotal					\$2,269,230.00		\$907,019.20		\$566,223.70		\$1,473,242.90	
Retention 10%							\$90,701.92		\$56,622.37		\$147,324.29	
CONTRACT AMOUNT DUE THIS MONTH							\$816,317.28		\$509,601.33		\$1,325,918.61	

1,325,918.61

GROUP 3

NUMBER	TYPE	PCC REPLACEMENT (AREA)	PROBLEMS	(YES/NO)
96	T 1-B	24.33*7+1.5*7		NO
99	T 1-A	0	tree may have to be removed	NO
100	T 1-A	0		NO
101	T 1-D	0		NO
102	T 1-A	0		NO
103	SIGN & TRASH	0		NO
104	T 1-B	6.5*5+3*5		NO
105	T 1-D	0		NO
106	T 1-A	0		NO
107	T 1-A	0		NO
132	T 1-A	0		NO
133	T 1-B	25.66*5.5	moving to near side of street	NO
134	T 1-B	14.17*7.5		NO
135	T 1-B	10.5*7.5+5*2.5		NO
136	T 1-B	12.33*7.5+1.5*7.5		NO
137	T 1-B	11.5*5		NO
138	T 1-B	13.5*5		NO
139	T 1-A	0		NO
140	T 1-B	13.5*5		NO
141	T 1-D	0	moving north to crosswalk	NO
142	T 1-A	0		NO
143	T 1-B	14*4.5		NO
144	T 1-A	0	moving to rosecrans	NO
145	T 1-A	0	moving to far side of street	NO
146	T 1-C	0		NO
147	T 1-C	24.33*1		NO
148	T 1-B	12.33*7+1.5*7		NO
149	T 1-B	2*24.33+1.5*2		NO
197	TIER 2	0	sign & trash only	no
198	T 1-A	0		NO
199	T 1-A	0	demo concrete? No	NO
200	T 1-B	27.33*7		NO
201	T 1-A	0		NO
202	TIER 2	24.92*9.5		YES
203	T 1-A	0	moving to far side of street	NO
204	T 1-A	0	sign & trash only	NO
217	TIER 2	30*9.22		YES

1,616.23 sf

BUS STOP

RELOCATION

20

230.31

SHELTER

190

237.50

SHELTER

36

262.83

SHELTER

191

232.75

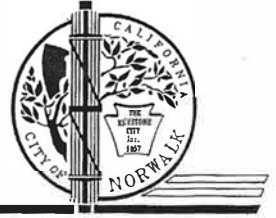
SHELTER

13

194.75

1,158.14 SF

2,774.37 <===1/24/07



City of **NORWALK**

CONTRACT PAYMENT REQUEST

Account No. 227-70-7709-2080/710-70-7709-2080

Bus Stop Improvements

For the Period January 20th to February 20th Job _____

Contractor Olivas Valdez, Inc. Progress Pmt. No. 5

Address 846 N. Charter Dr., Covina, CA 91724 Contract \$2,281,110.00

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
CONSTRUCTION ITEMS	\$	\$		\$
1) 15,000 SF - Furnish all labor and materials for installation of 4" thick PCC sidewalk per City Standard 104 including removals, complete	10.00	150,000.00	(13,852.24) 8,883.53	88,835 ³⁰
2) 9 EA - Furnish all labor and materials for installation of ADA access ramps per Caltrans standard A-88A including curb and street replacement, complete	2,700.00	24,300.00	0 1	2,700 ⁰⁰
3) 159 EA - Furnish all labor and material for installation of surface mount Presidio 3-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	2,600.00	413,400.00	(35) 147	382,200 ⁰⁰
4) 13 EA - Furnish all labor and material for installation of surface mount Presidio 5-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	4,500.00	58,500.00	(7) 11	49,500 ⁰⁰
5) 205 - Furnish all labor and material for installation of Presidio side-opening, key-locked litter receptacles or approved equal per specification at specified bus stop locations, complete	1,850.00	379,250.00	(55) 183	338,550 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
6) 216 EA - Furnish all labor and material for removal of existing Bus Stop signs and poles at all bus stop locations including restoration of existing improvements, complete	160.00	34,560.00	(164) 180	28,800 ⁰⁰
7) 216 EA - Furnish all labor and material for installation of proposed Bus Stop sign poles at specified bus stop locations, including restoration of existing improvements, complete	2,100.00	453,600.00	(80) 180	378,000 ⁰⁰
8) 8 EA - Furnish all labor and material for installation of 3-Seat Kaleidoscope canopy bus shelter with backless Presidio bench with arms and I-Shelter solar lighting or approved equal, per specifications at specified bus stop locations including concrete footings, complete	30,000.00	240,000.00	8	240,000 ⁰⁰
9) 1 LS - Furnish all labor and materials for installation of Landmark bus stop per plans & specifications on EB Imperial Highway E/O Norwalk Blvd, including demolition, landscaping, irrigation, hardscape, walls, and curved Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	140,000.00	140,000.00	1	140,000 ⁰⁰
A-1 - 1 LS -Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Rosecrans W/O Pioneer, including demolition, palm tree removal hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	50,000.00	50,000.00	1	50,000 ⁰⁰
A-2 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Imperial W/O Norwalk, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	62,500.00	62,500.00	1	62,500 ⁰⁰
A-3 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on SB Pioneer at Orange, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	65,000.00	65,000.00	1	65,000 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
A-4 – 7 EA – Furnish all labor and materials for upgrading Tier-1A installations to Tier 2 bus stop per plans & specifications at specified locations, including straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	30,000.00	210,000.00	(3) 6	180,000 ⁰⁰


Items of Work Change Orders	Unit Bid Price \$	Total Bid Price \$	Total Completed To Date %/Qty	Amount Requested
Change Order No. <u>1</u> (Add/Deduct)	<55 ⁰⁰ >	<11,800 ⁰⁰ >	180	<9,900 ⁰⁰ >
Change Order No. ____ (Add/Deduct)				
Change Order No. ____ (Add/Deduct)				
Change Order No. ____ (Add/Deduct)				

Summary of Payments

Total of Work Completed to Date (Incl. Change Orders) \$ 1,996,185³⁰ ✓
 Less 10% Retained \$ 199,618⁵³ ✓
 Less Previous Payments \$ 1,325,918⁶¹ ✓
Amount of This Payment \$ 470,648¹⁶ ✓

CERTIFICATION BY THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract for this project; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this statement and that no part of the "AMOUNT OF THIS PAYMENT" has been received.


 Jessica Arauz
 (Contractor)

By: Project Manager 3/8/7
 (Title) (Date)

CONTRACT PAYMENT CERTIFICATE

This is to certify that the contractor is entitled to receive payment in the amount shown above as "AMOUNT OF THIS PAYMENT".

QUANTITIES APPROVED Reuth. Parsons ROBERT W. PARSONS 3/11/07
 (Inspector) (Date)

COSTS APPROVED Patrick Stanton 3/16/07
 (Project Engineer) (Date)

COSTS APPROVED Maysi Stanya 3/16/07
 (Project Manager) (Date)

RECOMMENDED FOR PAYMENT [Signature] 3/26/07
 (City Engineer) (Date)

APPROVED FOR PAYMENT [Signature] 4/2/07
 (Director of Transportation) (Date)

NOTE TO CONTRACTOR: Submit Original and Two Copies, properly signed, to:
 City of Norwalk, Engineering Dept., 12700 Norwalk Blvd., Norwalk, CA 90650

CENTRAL FILE

Valdez Payment History							Totals	Grant Balance
Inv Date	11/10/06	12/4/06	1/9/07	2/1/07	3/19/07			
Invoice #	PP1	PP2	PP3	PP4	PP5	-	1,996,185.30	
Amount	347,570.40	140,030.00	419,418.80	566,223.70	522,942.40	-		
Retention	(34,757.04)	(14,003.00)	(41,941.88)	(56,622.37)	(52,294.24)	-	(199,618.53)	
Payment	312,813.36	126,027.00	377,476.92	509,601.33	470,648.16	-	1,796,566.77	
Account Codes								
710-70-7709-2080 / 9.1132BS	80%	(39,246.91)	-	-	-	-	(39,246.91)	-
710-70-7709-2080 / 11.92.02	80%	(60,000.00)	(267.06)	-	-	-	(60,267.06)	-
710-70-7709-2080 / 7709-MTA	80%	-	-	(33,492.00)	-	-	(33,492.00)	-
710-70-7709-2080 / 1.119-BS	80%	(178,809.41)	(111,756.94)	(302,043.04)	(349,133.35)	-	(941,742.74)	-
710-70-7709-2080 / 5.113210	80%	-	-	-	(103,845.61)	(296,154.39)	(400,000.00)	-
227-70-7709-2080 / 7709-227	20%	(69,514.08)	(28,006.00)	(83,883.76)	(113,244.74)	(226,788.01)	(521,436.59)	254,148.13
210-70-7709-2080 / 7709-210	100%	-	-	-	-	-	-	(30,776.11)
		(347,570.40)	(140,030.00)	(419,418.80)	(566,223.70)	(522,942.40)	-	223,372.02
Validation		-	-	-	-	-	-	

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CENTRAL FILE

Inv Date	Valdez Payment History					Totals	Grant Balance
	11/10/06 PP1	12/4/06 PP2	1/9/07 PP3	2/1/07 PP4	3/19/07 PP5		
Amount	347,570.40	140,030.00	419,418.80	566,223.70	470,648.16	-	1,943,891.06
Retention	(34,757.04)	(14,003.00)	(41,941.88)	(56,622.37)	(47,064.82)	-	(194,389.11)
Payment	312,813.36	126,027.00	377,476.92	509,601.33	423,583.34	-	1,749,501.95
80%	(39,246.91)	-	-	-	-	-	(39,246.91)
80%	(60,000.00)	(267.06)	-	-	-	-	(60,267.06)
80%	-	-	(33,492.00)	-	-	-	(33,492.00)
80%	(178,809.41)	(111,756.94)	(302,043.04)	(349,133.35)	-	-	(941,742.74)
80%	-	-	-	(103,845.61)	(296,154.39)	-	(400,000.00)
20%	(69,514.08)	(28,006.00)	(83,883.76)	(113,244.74)	(174,493.77)	-	(469,142.35)
100%	-	-	-	-	-	-	(30,776.11)
	(347,570.40)	(140,030.00)	(419,418.80)	(566,223.70)	(470,648.16)	-	275,666.26
Validation	-	-	-	-	-	-	-

Account Codes
 710-70-7709-2080 / 9.1132BS
 710-70-7709-2080 / 11.92.02
 710-70-7709-2080 / 7709-MTA
 710-70-7709-2080 / 1.119-BS
 710-70-7709-2080 / 5.113210
 227-70-7709-2080 / 7709-227
 210-70-7709-2080 / 7709-210

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Revised



City of **NORWALK**

CENTRAL FILE

CONTRACT PAYMENT REQUEST

Account No. 227-70-7709-2080/710-70-7709-2080

Bus Stop Improvements

For the Period February 21st to March 20th Job _____

Contractor Olivas Valdez, Inc. Progress Pmt. No. 6

Address 846 N. Charter Dr., Covina, CA 91724 Contract \$2,281,110.00

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	TO DATE Amount Requested
CONSTRUCTION ITEMS	\$	\$		\$
1) 15,000 SF - Furnish all labor and materials for installation of 4" thick PCC sidewalk per City Standard 104 including removals, complete	10.00	150,000.00	10,258 ⁷⁰	102,587 ⁰⁰
2) 9 EA - Furnish all labor and materials for installation of ADA access ramps per Caltrans standard A-88A including curb and street replacement, complete	2,700.00	24,300.00	1	2,700 ⁰⁰
3) 159 EA - Furnish all labor and material for installation of surface mount Presidio 3-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	2,600.00	413,400.00	147	382,200 ⁰⁰
4) 13 EA - Furnish all labor and material for installation of surface mount Presidio 5-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	4,500.00	58,500.00	12	54,000 ⁰⁰
5) 205 - Furnish all labor and material for installation of Presidio side-opening, key-locked litter receptacles or approved equal per specification at specified bus stop locations, complete	1,850.00	379,250.00	194	358,900 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
6) 216 EA - Furnish all labor and material for removal of existing Bus Stop signs and poles at all bus stop locations including restoration of existing improvements, complete	160.00	34,560.00	195	31,200 ⁰⁰
7) 216 EA - Furnish all labor and material for installation of proposed Bus Stop sign poles at specified bus stop locations, including restoration of existing improvements, complete	2,100.00	453,600.00	195	409,500 ⁰⁰
8) 8 EA - Furnish all labor and material for installation of 3-Seat Kaleidoscope canopy bus shelter with backless Presidio bench with arms and I-Shelter solar lighting or approved equal, per specifications at specified bus stop locations including concrete footings, complete	30,000.00	240,000.00	7.7	231,000 ⁰⁰
9) 1 LS - Furnish all labor and materials for installation of Landmark bus stop per plans & specifications on EB Imperial Highway E/O Norwalk Blvd, including demolition, landscaping, irrigation, hardscape, walls, and curved Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	140,000.00	140,000.00	1	140,000 ⁰⁰
A-1 - 1 LS -Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Rosecrans W/O Pioneer, including demolition, palm tree removal hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	50,000.00	50,000.00	1	50,000 ⁰⁰
A-2 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Imperial W/O Norwalk, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	62,500.00	62,500.00	1	62,500 ⁰⁰
A-3 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on SB Pioneer at Orange, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	65,000.00	65,000.00	1	65,000 ⁰⁰

PROJECT 7709 BUS STOP WORK

9/16/2007

#	STREET	CROSS STREET	BID	REVISED TO STOP-TYPE	COMMENTS	EXIST SHELTER	TOTAL STOPS	I-STOP		TRASH	3-BENCH	5-BENCH	TIER 2 SHELTER + INSTALLATION	TIER 3 SHELTER + INSTALLATION	PCG SIDEWALK	ADA RAMP	MOVE I-STOP#	MOVE Bch=hrs	SIGN RF-MOVAL	N/S SIGN INSTALLED	Mobilization Cost	CORRECTIONS CHANGE ORDERS	Total Cost
								10'	12'														
1	ALONDRA	PIUMA	TIER-1-C	SIGN & TRASH	Move to rear side	CITY SHELTER	1		\$ 2,045.00	\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 4,180.00	
2	ALONDRA	LEIBACHER	TIER-1-A	NO WORK	ROW Improvement required													\$ 160.00	\$ 125.00			\$ -	
3	ALONDRA	STUDEBAKER	SIGN & TRASH		2.25 concrete at I-Stop	C.C. SHELTER	1	\$ 17.25	\$ 2,045.00	\$ 1,850.00					\$ 4,500.00			\$ 160.00	\$ 125.00			\$ 4,197.25	
4	ALONDRA	ELMCROFT			ADA comp. issue. pole mounted trash		1		\$ 2,045.00	\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 8,680.00	
5	ALONDRA	GRIDLEY					1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40	
6	ALONDRA	MAIDSTONE	TIER-1-A	SIGN & TRASH		C.C. SHELTER	1		\$ 2,045.00	\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 4,180.00	
7	PIONEER	ALONDRA	SIGN & TRASH			C.C. SHELTER	1	\$ 17.25	\$ 2,045.00	\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 4,197.25	
8	PIONEER	CHESHIRE	TIER-1-B	TIER-2		Kaleidoscope	1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00	\$ 30,000.00		\$ 2,445.00				\$ 160.00	\$ 125.00			\$ 39,225.00	
9	PIONEER	EXCELSIOR	TIER-1-D				1		\$ 2,045.00	\$ 1,850.00		\$ 4,500.00						\$ 160.00	\$ 125.00			\$ 8,680.00	
10	PIONEER	MAPLEDALE	TIER-1-A				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40	
11	PIONEER	LINDALE	TIER-1-A				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 2,707.50				\$ 160.00	\$ 125.00			\$ 9,487.50	
12	PIONEER	ROSECRANS	TIER-1-D		move north of drive		1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00	\$ 4,500.00						\$ 160.00	\$ 125.00			\$ 8,680.00	
13	PIONEER	ORANGE	SIGN & TRASH	TIER-2		Kaleidoscope	1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00	\$ 30,000.00		\$ 1,347.50				\$ 160.00	\$ 125.00			\$ 38,127.50	
14	PIONEER	FOSTER	TIER-1-B				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 980.00				\$ 160.00	\$ 125.00			\$ 7,760.00	
15	FOSTER	SAN ANTONIO	TIER-1-C				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
16	SAN ANTONIO	FRONT	TIER-1-A				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 7,136.40	
17	SAN ANTONIO	OLIVE	TIER-1-A	TIER-2		Kaleidoscope	1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00	\$ 30,000.00		\$ 2,120.00				\$ 160.00	\$ 125.00	\$ 91.40		\$ 38,900.00	
18	NORWALK	CIVIC CENTER	SIGN & TRASH			C.C. SHELTER	1		\$ 2,045.00	\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 4,180.00	
19	NORWALK	IMPERIAL	SIGN & TRASH	SIGN ONLY	Stop to be done by future dev	C.C. SHELTER	1		\$ 2,045.00					\$ 63.00				\$ 160.00	\$ 125.00		\$ 145.10	\$ 2,538.10	
20	NORWALK	EVEREST	TIER-1-A		Move to far side		1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 3,524.70		\$ 642.00	\$ 208.00	\$ 160.00	\$ 125.00			\$ 11,154.70	
21	NORWALK	AEGEAN	TIER-1-A				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 1,830.00				\$ 160.00	\$ 125.00	\$ 91.40	\$ 80.39	\$ 8,781.79	
22	NORWALK	METRO HOS	TIER-1-A				1	\$ 80.25	\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,860.25	
23	NORWALK	ORACLE	TIER-1-A		IN SFS, to be removed		1	\$ 80.25	\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,575.25	
24	NORWALK	HERMES	TIER-1-B				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 65.10				\$ 160.00	\$ 125.00			\$ 6,845.10	
25	NORWALK	ORACLE	TIER-1-B				1	\$ 80.25	\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 13.20				\$ 160.00	\$ 125.00			\$ 6,873.45	
26	NORWALK	TINA	TIER-1-B				1	\$ 80.25	\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 863.90				\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,815.55	
27	NORWALK	AEGEAN	TIER-1-B				1	\$ 80.25	\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 353.30				\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,304.95	
28	NORWALK	GREWE	TIER-1-A		Move to far side		1	\$ 80.25	\$ 2,045.00	\$ 1,850.00	\$ 2,600.00						\$ 285.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,236.65	
29	NORWALK	PADDISON SQR	SIGN & TRASH	TIER-2	Upgrade from Tier 1 to Tier 2	Kaleidoscope	1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00	\$ 30,000.00		\$ 2,040.00				\$ 160.00	\$ 125.00		\$ (625.00)	\$ 38,195.00	
30	NORWALK	IMPERIAL	SIGN & TRASH			C.C. SHELTER	1		\$ 2,045.00	\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 4,180.00	
31	NORWALK	CIVIC CENTER	SIGN & TRASH			C.C. SHELTER	1		\$ 2,045.00	\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 4,180.00	
32	SAN ANTONIO	OLIVE	TIER-1-A				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
33	SAN ANTONIO	FIRESTONE	TIER-1-A		MOVE SOUTH OF ALLEY		1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
34	SAN ANTONIO	FOSTER	TIER-1-A				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00	\$ 91.40		\$ 6,780.00	
35	PIONEER	NORWALK SQUARE	TIER-3			Kaleidoscope	1		\$ 2,045.00	\$ 1,850.00			\$ 65,000.00					\$ 160.00	\$ 125.00			\$ 7,156.40	
36	PIONEER	ROSECRANS	TIER-2			Kaleidoscope	1		\$ 2,045.00	\$ 1,850.00		\$ 30,000.00		\$ 2,613.30				\$ 160.00	\$ 125.00			\$ 69,180.00	
37	PIONEER	LINDALE	TIER-1-A				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 36,793.30	
38	PIONEER	MAPLEDALE	TIER-1-A		Move to rear side		1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00	\$ 91.40		\$ 6,780.00	
39	PIONEER	EXCELSIOR	TIER-1-B				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 945.00				\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,156.40	
40	PIONEER	CHESHIRE	TIER-1-A				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00	\$ 91.40		\$ 8,101.40	
41	PIONEER	ALONDRA	SIGN & TRASH			C.C. SHELTER	1	\$ 17.25	\$ 2,045.00	\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 6,780.00	
42	ALONDRA	PIONEER	TIER-1-A	ABANDONED	equipment moved to stop #30												\$ 642.00	\$ 208.00	\$ -	\$ -		\$ 541.45	\$ 4,197.25
43	ALONDRA	MAIDSTONE	TIER-1-D				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00	\$ 4,500.00						\$ 160.00	\$ 125.00			\$ 1,391.45	
44	ALONDRA	GRIDLEY	TIER-1-A				1	\$ 17.25	\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 8,680.00	
45	ALONDRA	GRAYSTONE	TIER-1-A	ABANDONED	INSTALLED, LATER REMOVED												\$ 642.00	\$ 208.00	\$ -	\$ -		\$ 836.22	\$ 6,797.25
46	ALONDRA	ELMCROFT	TIER-1-A	NO WORK	HOLD FOR REDESIGN, ADA ISSUES													\$ 160.00	\$ 125.00			\$ 1,686.22	
47	ALONDRA	STUDEBAKER	SIGN & TRASH		MOVE FAR SIDE / CC SHELTER		1		\$ 2,045.00	\$ 1,850.00		\$ 4,500.00						\$ 160.00	\$ 125.00	\$ 91.40		\$ 9,056.40	
48	ALONDRA	PIUMA	TIER-1-A	NO WORK	NO ROOM													\$ 285.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ -
49	IMPERIAL	NORWALK/KALNOR	TIER-3			Kaleidoscope	1		\$ 2,045.00	\$ 1,850.00			\$ 62,500.00					\$ 160.00	\$ 125.00			\$ -	
50	FIRESTONE	STATER BROS	TIER-1-A		MOVE EAST		1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 66,680.00	
51	FIRESTONE	STUDEBAKER	SIGN & TRASH			CITY SHELTER	1		\$ 2,045.00	\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 6,780.00	
52	DOWNEY-NORWALK	HOXIE	TIER-1-A		Stop under freeway. move to West		1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 4,180.00	
53	DOWNEY-NORWALK	PIUMA	TIER-1-B				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
54	CURTIS & KING	DOWNEY	TIER-1-B				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 987.00				\$ 160.00	\$ 125.00			\$ 6,780.00	
55	CURTIS & KING	SPRY	TIER-1-B				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 973.00				\$ 160.00	\$ 125.00			\$ 7,767.00	
56	CURTIS & KING	MEADOW	TIER-1-B				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00			\$ 910.00				\$ 160.00	\$ 125.00			\$ 7,763.00	
57	IMPERIAL	CURTIS & KING	TIER-1-A				1		\$ 2,045.00	\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 7,690.00	
58	STUDEBAKER	ANGELL	TIER-1-D				1	\$ 17.25	\$ 2,045.00	\$ 1,850.00		\$ 4,500.00		\$ 182.00				\$ 160.00	\$ 125.00			\$ 6,780.00	
59	STUDEBAKER	FOSTER	TIER-1-A		Move to far side		1	\$ 80.25	\$ 2,045.00</														

#	STREET	CROSS STREET	BID	REVISED TO STOP-TYPE	COMMENTS	EXIST SHELTER	TOTAL STOPS	LSTOP		TRASH	3-BENCH	5-BENCH	TIER 2 SHELTER + INSTALLATION	TIER 3 SHELTER + INSTALLATION	POC SIDEWALK	ADA RAMP	MOVE I-STOP	MOVE	SIGN REMOVAL	NTS SIGN INSTALLED	Mobilization Cost	CORRECTIONS CHANGE ORDERS	Total Cost
								10	12									Bch-Ist					
71	STUDEBAKER	BARNWALL	TIER-1-B				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00			\$ 1,305.00				\$ 160.00	\$ 125.00			\$ 8,165.25	
72	STUDEBAKER	EXCELSIOR	TIER-1-A				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00			\$ 779.00			\$ 208.00	\$ 160.00	\$ 125.00			\$ 7,847.25	
73	STUDEBAKER	MAPLEDALE	TIER-1-B				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00			\$ 1,120.00				\$ 160.00	\$ 125.00			\$ 7,980.25	
74	STUDEBAKER	ROSECRANS	TIER-1-A				1	\$ 2,045.00	\$ 17.25	\$ 1,850.00	\$ 2,600.00			\$ 1,775.20				\$ 160.00	\$ 125.00			\$ 8,572.45	
75	STUDEBAKER	LEFFINGWELL	TIER-1-D	TIER-2		Kaleidoscope	1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00		\$ 30,000.00					\$ 160.00	\$ 125.00			\$ 39,173.25	
76	STUDEBAKER	FOSTER	TIER-1-A				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00			\$ 1,710.00				\$ 160.00	\$ 125.00			\$ 8,570.25	
77	STUDEBAKER	COAST PLAZA	TIER-1-D				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 415.00				\$ 160.00	\$ 125.00			\$ 7,195.00	
78	IMPERIAL	CURTIS & KING	TIER-1-A				1	\$ 2,045.00	\$ 70.25	\$ 1,850.00	\$ 2,600.00						\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,206.65	
79	CURTIS & KING	MEADOW	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 1,030.10				\$ 160.00	\$ 125.00			\$ 7,810.10	
80	CURTIS & KING	SPRY	TIER-1-C	ABANDONED																			
81	CURTIS & KING	DOWNNEY	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 754.00				\$ 160.00	\$ 125.00			\$ 7,534.00	
82	DOWNNEY-NORWALK	PIUMA	TIER-1-B		Move to far side		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
83	FIRESTONE	HOXIE	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
84	FIRESTONE	STUDEBAKER	TIER-1-A		MOVE WEST TO CORNER		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
85	FIRESTONE	STATER BROS	TIER-1-A		*Possible Shelter location	C.C. SHELTER	1	\$ 2,045.00		\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 4,180.00	
86	NORWALK	HAYFORD	SIGN ONLY	NO WORK	regular NTS signs																\$ 276.52	\$ 276.52	
87	NORWALK	CHESHIRE	SIGN ONLY	NO WORK	narrow sidewalk																\$ 276.52	\$ 276.52	
88	NORWALK	MOLETTE	SIGN ONLY	ABANDONED	DANGEROUS LOCATION																		
89	NORWALK	EXCELSIOR	SIGN ONLY	NO WORK	narrow sidewalk																\$ 276.52	\$ 276.52	
90	EXCELSIOR	HELVIG	TIER-1-C	ABANDONED	DANGEROUS LOCATION																		
91	EXCELSIOR	DARTMOOR	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 1,141.10			\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 8,277.50	
92	BLOOMFIELD	MOLETTE	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 945.00			\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 8,081.40	
93	BLOOMFIELD	HAYFORD/ALONDRA	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00						\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40	
94	ALONDRA	BLOOMFIELD	TIER-1-A		move Wilder stop to McDonalds		1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00						\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,216.65	
95	SHOEMAKER	EXCELSIOR	TIER-1-A		in SFS, equip moved to Stop #199		1	\$ 2,045.00		\$ 1,850.00				\$ 726.00		\$ 642.00	\$ 208.00	\$ 160.00	\$ 125.00		\$ 775.77	\$ 2,636.77	
96	SHOEMAKER	LIGGETT	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 1,022.00				\$ 160.00	\$ 125.00		\$ 1,167.44	\$ 8,969.44	
97	MAPLEDALE	DINARD	TIER-1-A	DUPLICATE	DUPLICATE-147																		
98	FIRESTONE	SHOEMAKER	SIGN ONLY	DUPLICATE	DUPLICATE-149																		
99	SHOEMAKER	ROSECRANS	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 452.50				\$ 160.00	\$ 125.00			\$ 7,232.50	
100	SHOEMAKER	TOM WHITE	TIER-1-A		*Possible Shelter location		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00						\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40	
101	SHOEMAKER	FOSTER	TIER-1-D		*Possible Shelter location		1	\$ 2,045.00		\$ 1,850.00		\$ 4,500.00						\$ 160.00	\$ 125.00			\$ 8,680.00	
102	FOSTER	GREENSTONE	TIER-1-A		Removed by mistake in CO #10		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 45.00			\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,181.40	
103	FOSTER	BECHARD	SIGN & TRASH			CITY SHELTER	1	\$ 2,045.00		\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 4,180.00	
104	BLOOMFIELD	HOSPITAL	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 485.00			\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,621.40	
105	BLOOMFIELD	HACIENDA	TIER-1-D				1	\$ 2,045.00		\$ 1,850.00		\$ 4,500.00						\$ 160.00	\$ 125.00			\$ 8,680.00	
106	CIVIC CENTER	SILVERBOW	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00						\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40	
107	CIVIC CENTER	VOLUNTEER	TIER-1-A				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00						\$ 285.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,336.65	
108	LAKELAND	LAKELAND VILLA	TIER-1-A		*Possible Shelter location		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 280.00				\$ 160.00	\$ 125.00			\$ 7,236.65	
109	LAKELAND	FULTON WELLS	SIGN ONLY	TIER-1-A	*Possible Shelter location		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 800.00				\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,060.00	
110	LAKELAND	BOMBARDIER	SIGN ONLY	TIER-1-A	MOVE WEST OF X-WALK		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 2,555.70				\$ 160.00	\$ 125.00	\$ 91.40	\$ 145.10	\$ 9,572.20	
111	LAKELAND	PIONEER	TIER-1-B		*Possible Shelter location		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 2,848.00				\$ 160.00	\$ 125.00	\$ 91.40		\$ 9,719.40	
112	PIONEER	LOS ALISO	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 957.30				\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,828.70	
113	PIONEER	ALLARD	TIER-1-A		Move to far side *Possible Shelter location		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
114	PIONEER	CIRCLE K	TIER-1-A		*Possible Shelter location		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,495.00	
115	PIONEER	IMPERIAL	TIER-2			Kaleidoscope	1	\$ 2,045.00	\$ 17.25	\$ 1,850.00		\$ 30,000.00		\$ 2,403.50				\$ 160.00	\$ 125.00		\$ (625.00)	\$ 35,975.75	
116	PIONEER	EMPLOYMENT OFFICE	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
117	PIONEER	FIRESTONE	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
118	PIONEER	FOSTER	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 1,526.00				\$ 160.00	\$ 125.00			\$ 8,306.00	
119	SAN ANTONIO	ROSECRANS	TIER-1-A ***				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 1,200.00			\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 8,336.40	
120	SAN ANTONIO	SENIOR CT.	TIER-1-D				1	\$ 2,045.00		\$ 1,850.00		\$ 4,500.00					\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 9,036.40	
121	ORANGE	SAN ANTONIO	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 1,223.60				\$ 160.00	\$ 125.00			\$ 8,003.60	
122	CLARKDALE	CHRISTIAN TOWERS	SIGN & TRASH			C.C. SHELTER	1	\$ 2,045.00		\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 4,180.00	
123	PIONEER	FIRESTONE	TIER-1-A		*Possible Shelter location		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
124	PIONEER	SCHOOL DISTRICT	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 234.00			\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,370.40	
125	PIONEER	IMPERIAL 1 (N/S)	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00						\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40	
126	PIONEER	IMPERIAL 2 (F/S)	TIER-1-A			C.C. SHELTER	1	\$ 2,045.00		\$ 1,850.00								\$ 160.00	\$ 125.00			\$ 4,180.00	
127	PIONEER	CREWE	TIER-1-B		MOVE SOUTH TO CORNER		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00					\$ 642.00	\$ 208.00	\$ 160.00	\$ 125.00			\$ 7,630.00	
128	PIONEER	ALLARD	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 888.00				\$ 160.00	\$ 125.00			\$ 7,668.00	
129	PIONEER	LOS ALISO	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00				\$ 2,700.00		\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 9,836.40	
130	LAKELAND	ARLEE	TIER-1-B	SIGN & TRASH			1	\$ 2,045.00		\$ 1,850.00								\$ 160.00	\$ 125.00		\$ 940.73	\$ 5,120.73	
131	LAKELAND	PADDISON	TIER-1-A		*Possible Shelter location		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
132	CIVIC CENTER	AMC THEATER	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 160.00	\$ 125.00			\$ 6,780.00	
133	CIVIC CENTER	VOLUNTEER	TIER-1-B		Move to near side		1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00			\$ 1,413.50				\$ 160.00	\$ 125.00			\$ 8,273.75	
134	CIVIC CENTER	SILVERBOW	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 1,065.00				\$ 160.00	\$ 125.00			\$ 7,845.00	
135	BLOOMFIELD	ANABELLA	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 912.50				\$ 160.00	\$ 125.00			\$ 7,692.50	
136	BLOOMFIELD	DARE	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 1,035.00				\$ 160.00	\$ 125.00			\$ 7,815.00	
137	FOSTER	STANSTEAD	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 560.00			\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,696.40	
138	FOSTER	BECHARD	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00			\$ 666.40									

#	STREET	CROSS STREET	BID	REVISED TO STOP-TYPE	COMMENTS	EXIST SHELTER	TOTAL STOPS	1-STOP		TRASH	3-BENCH	5-BENCH	TIER 2 SHELTER INSTALLATION	TIER 3 SHELTER- INSTALLATION	PCC SIDEWALK	ADA RAMP	MOVE I-STOP	MOVE B2H+HS	SIGN REMOVAL	NTS SIGN INSTALLED	Mobilization Cost	CORRECTIONS CHANGE ORDERS	Total Cost
								10	12														
143	SHOEMAKER	BELFAIR	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00				\$ 630.00			\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,786.40
144	ROSECRANS	CLARESSA	TIER-1-A		MOVE TO ROSECRANS		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 208.00	\$ 160.00	\$ 125.00			\$ 6,988.00
145	CLARESSA	VIEDELOU	SIGN ONLY	ABANDONED	Equipment installed, later removed		0										\$ 840.00	\$ -	\$ -	\$ -	\$ 91.40		\$ 931.40
146	CLARESSA	MAPLEDALE	TIER-1-C				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 6,780.00
147	MAPLEDALE	DINARD	TIER-1-C				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 7,032.00
148	DINARD	FIRESTONE	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 7,753.00
149	FIRESTONE	SHOEMAKER	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 7,144.00
150	SHOEMAKER	EXCELSIOR	TIER-1-C		MOVE NORTH		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 208.00	\$ 125.00	\$ 91.40		\$ 8,838.00
151	SHOEMAKER	LEVYA	TIER-1-C				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,900.40
152	ALONDRA	SHOEMAKER	TIER-1-A ***				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 6,860.25
153	ALONDRA	BLACKBURN	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40
154	ALONDRA	WILDER	TIER-1-A				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00							\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,216.65
155	BLOOMFIELD	ALONDRA	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40
156	BLOOMFIELD	MOLETTE	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40
157	EXCELSIOR	DARTMOOR	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00				\$ 840.00				\$ 160.00	\$ 125.00			\$ 7,620.00
158	EXCELSIOR	HELWIG	SIGN ONLY	ABANDONED	UNSAFE, NARROW SIDEWALK																		\$ -
159	EXCELSIOR	THORNLAKE	SIGN ONLY	TIER-1-A	Move to far side		1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00				\$ 1,048.70				\$ 160.00	\$ 125.00			\$ 7,828.70
160	NORWALK	EXCELSIOR	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00				\$ 869.00				\$ 160.00	\$ 125.00			\$ 7,649.00
161	NORWALK	MOLETTE	TIER-1-C				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 6,780.00
162	NORWALK	CHESHIRE	TIER-1-C				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 6,780.00
163	NORWALK	HAYFORD	TIER-1-C				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 6,780.00
164	NORWALK	162 ND	TIER-1-C				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 6,780.00
165	IMPERIAL	HOXIE	TIER-1-A	ABANDONED	INSTALLED, LATER REMOVED		0										\$ 840.00	\$ 160.00	\$ 125.00	\$ 91.40			\$ 1,216.40
166	IMPERIAL	STUDEBAKER	TIER-1-A	SIGN & TRASH	*Possible Shelter location	C.C. SHELTER (2)	1	\$ 2,045.00		\$ 1,850.00									\$ 160.00	\$ 125.00			\$ 4,180.00
167	IMPERIAL	ORR & DAY	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40
168	IMPERIAL	JERSEY	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40
169	IMPERIAL	PIONEER	TIER-2			Kateidoscope	1	\$ 2,045.00	\$ 17.25	\$ 1,850.00		\$ 30,000.00		\$ 2,707.20		\$ 642.00	\$ 208.00	\$ 160.00	\$ 125.00	\$ 91.40	\$ (625.00)		\$ 37,129.45
170	IMPERIAL	PADDISON	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40
171	IMPERIAL	KALNOR	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 850.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,721.40
172	IMPERIAL	NORWALK	T-LANDMARK			Kateidoscope	1	\$ 2,045.00	\$ 70.25	\$ 1,850.00			\$ 140,000.00						\$ 130.00	\$ 125.00	\$ 91.40	\$ (42.75)	\$ 144,207.50
173	IMPERIAL	VOLUNTEER	TIER-1-A				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00							\$ 850.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,801.65
174	IMPERIAL	BLOOMFIELD	TIER-1-A				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00							\$ 265.00	\$ 160.00	\$ 125.00			\$ 7,125.25
175	IMPERIAL	FAIRFORD	TIER-1-C				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 6,780.00
176	IMPERIAL	VERIZON BUILDING	TIER-1-A				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00							\$ 850.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,801.65
177	IMPERIAL (W/B)	VOLUNTEER	TIER-1-A				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 6,860.25
178	IMPERIAL	NORWALK	TIER-1-D				1	\$ 2,045.00		\$ 1,850.00		\$ 4,500.00							\$ 150.00	\$ 125.00			\$ 8,680.00
179	IMPERIAL (W/B)	PADDISON	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40
180	IMPERIAL (W/B)	PIONEER	TIER-2			Kateidoscope	1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00	\$ 30,000.00		\$ 1,960.00					\$ 160.00	\$ 125.00		\$ (625.00)	\$ 38,115.00
181	IMPERIAL	JERSEY	TIER-1-A	NO WORK	GRADING ISSUE - addressed in Phase II																		\$ -
182	IMPERIAL	FIRESTONE	TIER-1-A				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00							\$ 265.00	\$ 160.00	\$ 125.00	\$ 91.40		\$ 7,136.40
183	IMPERIAL	FAIRFORD/FANNA	TIER-1-C				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00								\$ 160.00	\$ 125.00			\$ 6,780.00
184	IMPERIAL	STUDEBAKER	TIER-2		MOVE WEST OF DRIVE/ *Possible Shelter	Kateidoscope	1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00	\$ 30,000.00		\$ 2,247.70					\$ 160.00	\$ 125.00			\$ 39,027.70
185	GREEN LINE STA		SIGN & TRASH	NO WORK		CITY SHELTER																	\$ -
186	ROSECRANS	DUMONT	SIGN & TRASH	NO WORK		C.C. SHELTER																	\$ -
187	ROSECRANS	STUDEBAKER	TIER-1-A				1	\$ 2,045.00	\$ 80.25	\$ 1,850.00	\$ 2,600.00								\$ 150.00	\$ 125.00			\$ 6,860.25
188	ROSECRANS	ELMCROFT	TIER-1-B				1	\$ 2,045.00		\$ 1,850.00	\$ 2,600.00				\$ 952.00				\$ 160.00	\$ 125.00			\$ 7,732.00

Items of Work	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
A-4 - 7 EA - Furnish all labor and materials for upgrading Tier-1A installations to Tier 2 bus stop per plans & specifications at specified locations, including straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	30,000.00	210,000.00	7	210,000.00

Items of Work Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Qty	Amount Requested
Change Order No. <u>1</u> (Add/Deduct)	<5500>	<11,880 ⁰⁰ >	195	<10,725 ⁰⁰ >
Change Order No. <u>2</u> (Add/Deduct)	125 ⁰⁰	26,125⁰⁰ 26,125 ⁰⁰	195	24,375 ⁰⁰
Change Order No. <u>3</u> (Add/Deduct)	Ø	Ø	21	Ø
Change Order No. <u> </u> (Add/Deduct)				

PER G. RIDLEY, MADJI ATAYA ACKNOWLEDGED
10% RETENTION INSTEAD OF 5%. (4/30/07)

Summary of Payments

Total of Work Completed to Date (Incl. Change Orders).....	\$ 2,113,237 ⁰⁰
Less 10% Retained <u>5% to 10%</u>	\$ 211,323.70 105,661 ⁸⁵
Less Previous Payments.....	\$ 1,796,566 ⁷⁷
Amount of This Payment	\$ <u>211,008³⁸</u>

CERTIFICATION BY THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract for this project; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this statement and that no part of the "AMOUNT OF THIS PAYMENT" has been received.

See attached spreadsheet for account codes

By: OLIVAS VALDEZ INC
(Contractor)
[Signature] Project Manager 04/12/07
(Title) (Date)

CONTRACT PAYMENT CERTIFICATE

This is to certify that the contractor is entitled to receive payment in the amount shown above as "AMOUNT OF THIS PAYMENT".

QUANTITIES APPROVED Robert W. Parson 4/20/07
(Inspector) (Date)
ROBERT W. PARSONS
COSTS APPROVED Patrick Stanton 4/20/07
(Project Engineer) (Date)
PATRICK STANTON
COSTS APPROVED Majdi Ataya 4/20/07
(Project Manager) (Date)
MAJDI ATAYA
RECOMMENDED FOR PAYMENT [Signature] 5/9/07
(City Engineer) (Date)
CITY ENGINEER
APPROVED FOR PAYMENT [Signature] 5/9/07
(Director of Transportation) (Date)
DIRECTOR OF TRANSPORTATION

NOTE TO CONTRACTOR: Submit Original and Two Copies, properly signed, to:
City of Norwalk, Engineering Dept., 12700 Norwalk Blvd., Norwalk, CA 90650

	Valdez Payment History						Totals	Grant Balance	
	Inv Date	11/10/06	12/4/06	1/9/07	2/1/07	3/19/07	5/2/07		
Invoice #	PP1	PP2	PP3	PP4	PP5	PP6			
Amount	347,570.40	140,030.00	419,418.80	566,223.70	522,942.40	117,051.70	2,113,237.00		
Retention	(34,757.04)	(14,003.00)	(41,941.88)	(56,622.37)	(52,294.24)	(11,705.17)	(211,323.70)		
Payment	312,813.36	126,027.00	377,476.92	509,601.33	470,648.16	105,346.53	1,901,913.30		
Account Codes									
710-70-7709-2080 / 9.1132BS	80%	(39,246.91)	-	-	-	-	(39,246.91)	-	
710-70-7709-2080 / 11.92.02	80%	(60,000.00)	(267.06)	-	-	-	(60,267.06)	-	
710-70-7709-2080 / 7709-MTA	80%	-	-	(33,492.00)	-	-	(33,492.00)	-	
710-70-7709-2080 / 1.119-BS	80%	(178,809.41)	(111,756.94)	(302,043.04)	(349,133.35)	-	(941,742.74)	-	
710-70-7709-2080 / 5.113210	80%	-	-	-	(103,845.61)	(296,154.39)	(400,000.00)	-	
227-70-7709-2080 / 7709-227	20%	(69,514.08)	(28,006.00)	(83,883.76)	(113,244.74)	(226,788.01)	(638,488.29)	137,096.43	
210-70-7709-2080 / 7709-210	100%	-	-	-	-	-	-	30,776.11	
		(347,570.40)	(140,030.00)	(419,418.80)	(566,223.70)	(522,942.40)	(117,051.70)	(2,113,237.00)	167,872.54
Validation		-	-	-	-	-	-	-	



City of **NORWALK**

CONTRACT PAYMENT REQUEST

Account No. 227-70-7709-2080/710-70-7709-2080
Bus Stop Improvements

For the Period March 29th to April 20th Job _____

Contractor Olivas Valdez, Inc. Progress Pmt. No. 7 FINAL

Address 846 N. Charter Dr., Covina, CA 91724 Contract \$2,281,110.00

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
CONSTRUCTION ITEMS	\$	\$		\$
1) 15,000 SF - Furnish all labor and materials for installation of 4" thick PCC sidewalk per City Standard 104 including removals, complete	10.00	150,000.00	10,258 ⁷⁰	102,587 ⁰⁰
2) 9 EA - Furnish all labor and materials for installation of ADA access ramps per Caltrans standard A-88A including curb and street replacement, complete	2,700.00	24,300.00	1	2,700 ⁰⁰
3) 159 EA - Furnish all labor and material for installation of surface mount Presidio 3-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	2,600.00	413,400.00	147	382,200 ⁰⁰
4) 13 EA - Furnish all labor and material for installation of surface mount Presidio 5-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	4,500.00	58,500.00	12	54,000 ⁰⁰
5) 205 - Furnish all labor and material for installation of Presidio side-opening, key-locked litter receptacles or approved equal per specification at specified bus stop locations, complete	1,850.00	379,250.00	194	358,900 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
6) 216 EA - Furnish all labor and material for removal of existing Bus Stop signs and poles at all bus stop locations including restoration of existing improvements, complete	160.00	34,560.00	195	31,200 ⁰⁰
7) 216 EA - Furnish all labor and material for installation of proposed Bus Stop sign poles at specified bus stop locations, including restoration of existing improvements, complete	2,100.00	453,600.00	195	409,500 ⁰⁰
8) 8 EA - Furnish all labor and material for installation of 3-Seat Kaleidoscope canopy bus shelter with backless Presidio bench with arms and I-Shelter solar lighting or approved equal, per specifications at specified bus stop locations including concrete footings, complete	30,000.00	240,000.00	7.7	231,000 ⁰⁰
9) 1 LS - Furnish all labor and materials for installation of Landmark bus stop per plans & specifications on EB Imperial Highway E/O Norwalk Blvd, including demolition, landscaping, irrigation, hardscape, walls, and curved Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	140,000.00	140,000.00	1	140,000 ⁰⁰
A-1 - 1 LS -Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Rosecrans W/O Pioneer, including demolition, palm tree removal hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	50,000.00	50,000.00	1	50,000 ⁰⁰
A-2 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Imperial W/O Norwalk, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	62,500.00	62,500.00	1	62,500 ⁰⁰
A-3 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on SB Pioneer at Orange, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	65,000.00	65,000.00	1	65,000 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
A-4 – 7 EA – Furnish all labor and materials for upgrading Tier-1A installations to Tier 2 bus stop per plans & specifications at specified locations, including straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	30,000.00	210,000.00	7	210,000 ⁰⁰

Items of Work Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Qty	Amount Requested
Change Order No. <u>1</u> (Add/Deduct)	< 55 ⁰⁰ >	< 11,880 ⁰⁰ >	195	< 10,725 ⁰⁰ >
Change Order No. <u>2</u> (Add/Deduct)	125 ⁰⁰	27,000 ⁰⁰	195	24,375 ⁰⁰
Change Order No. <u>3</u> (Add/Deduct)	0	0	21	0
Change Order No. <u>4</u> (Add/Deduct)	< 3,409 ⁰⁰ >	< 3,409 ⁰⁰ >	1	< 3,409 ⁰⁰ >
Change Order No. <u>5</u> (Add/Deduct)	3,308 ³¹	3,308 ³¹	1	3,308 ³¹
Change Order No. <u>6</u> (Add/Deduct)	862 ²²	862 ²²	1	862 ²²
Change Order No. <u>9</u> (Add/Deduct)	4,856 ⁰⁰	4,856 ⁰⁰	1	4,856 ⁰⁰
* Change Order No. <u>7</u> (Add/Deduct)	55,074 ⁶⁹	55,074 ⁰⁰	1	55,074 ⁰⁰
Change Order No. <u>8</u> (Add/Deduct)	2,259 ⁰⁰	2,259 ⁰⁰	1	2,259 ⁰⁰
Change Order No. ___ (Add/Deduct)				
Change Order No. ___ (Add/Deduct)				
Change Order No. ___ (Add/Deduct)				

* Total savings to City is \$ 138,400, minus compensation due Olivas for material purchase of \$ 55,074.69. Net savings to City is \$ 83,325.31

Summary of Payments

Total of Work Completed to Date (Incl. Change Orders).....	\$ 2,176,188. ²²
Less 10% Retained.....	\$ 217,618.82
Less Previous Payments.....	\$ 1,901,913.30
* Amount of This Payment	\$ 56,656.10

CERTIFICATION BY THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract for this project; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this statement and that no part of the "AMOUNT OF THIS PAYMENT" has been received.

* see attached for account code.

OLIVAS VALDEZ INC
 (Contractor)
 By: [Signature] Project Manager 5/1/07
 (Title) (Date)

CONTRACT PAYMENT CERTIFICATE

This is to certify that the contractor is entitled to receive payment in the amount shown above as "AMOUNT OF THIS PAYMENT".

QUANTITIES APPROVED..... ROBERT W. PARSONS Robert W. Parsons 6/4/07
 (Inspector) (Date)

COSTS APPROVED..... [Signature] Patrick Stanton 5/17/07
 (Project Engineer) (Date)

COSTS APPROVED..... [Signature] Marydi A. Lopez 5/17/07
 (Project Manager) (Date)

RECOMMENDED FOR PAYMENT..... [Signature] [Signature] 6/5/07
 (City Engineer) (Date)

APPROVED FOR PAYMENT..... [Signature] [Signature] 6/7/07
 Director of Transportation (Date)

NOTE TO CONTRACTOR: Submit Original and Two Copies, properly signed, to:
 City of Norwalk, Engineering Dept., 12700 Norwalk Blvd., Norwalk, CA 90650

	Valdez Payment History							Totals	Grant Balance
	Inv Date	11/10/06	12/4/06	1/9/07	2/1/07	3/19/07	5/2/07		
Invoice #	PP1	PP2	PP3	PP4	PP5	PP6	PP7		
Amount	347,570.40	140,030.00	419,418.80	566,223.70	522,942.40	117,051.70	62,951.22	2,176,188.22	
Retention	(34,757.04)	(14,003.00)	(41,941.88)	(56,622.37)	(52,294.24)	(11,705.17)	(6,295.12)	(217,618.82)	
Payment	312,813.36	126,027.00	377,476.92	509,601.33	470,648.16	105,346.53	56,656.10	1,958,569.40	
Account Codes									
710-70-7709-2080 / 9.1132BS	80%	(39,246.91)	-	-	-	-	-	(39,246.91)	-
710-70-7709-2080 / 11.92.02	80%	(60,000.00)	(267.06)	-	-	-	-	(60,267.06)	-
710-70-7709-2080 / 7709-MTA	80%	-	-	(33,492.00)	-	-	-	(33,492.00)	-
70-7709-2080 / 1.119-BS	80%	(178,809.41)	(111,756.94)	(302,043.04)	(349,133.35)	-	-	(941,742.74)	-
710-70-7709-2080 / 5.113210	80%	-	-	-	(103,845.61)	(296,154.39)	-	(400,000.00)	-
227-70-7709-2080 / 7709-227	20% & 100%	(69,514.08)	(28,006.00)	(83,883.76)	(113,244.74)	(226,788.01)	(117,051.70)	(701,439.51)	74,145.21
210-70-7709-2080 / 7709-210	100%	-	-	-	-	-	-	-	30,776.11
		(347,570.40)	(140,030.00)	(419,418.80)	(566,223.70)	(522,942.40)	(117,051.70)	(62,951.22)	(2,176,188.22)
Validation		-	-	-	-	-	-	-	104,921.32

OLIVAS VALDEZ INC
BUS STOPS IMPROVEMENTS

CITY OF NORWALK

5/1/2007
 2:30 PM

Estimate # 7

Bid Item	Description	Bid Quantity	Units	Final Bid Unit Price	Final Bid Price	Previous Month OT	Previous Month Value	This Month OT	This Month Value	Total to Date OT	Total to Date Value
1	4" PCC sidewlk per city std 104, incl removals ADA ramps per Caltrans std A-88A, incl curb and street replacement	15,000	SF	\$10.00	\$150,000.00	10,258.70	\$ 102,587.00	-	\$ -	10,258.70	\$ 102,587.00
2	F&I surface mount Presidio 3-seat backless bench w/arms at spec bus stop loc	9	EA	\$2,700.00	\$24,300.00	1	\$ 2,700.00	0	\$ -	1	\$ 2,700.00
3	F&I surface mount Presidio 5-seat backless bench w/arms at spec bus stop loc	159	EA	\$2,600.00	\$413,400.00	147	\$ 382,200.00	0	\$ -	147	\$ 382,200.00
4	F&I Presidio side opening key-locked trash receptacle at spec bus stop loc	13	EA	\$4,500.00	\$58,500.00	12	\$ 54,000.00	0	\$ -	12	\$ 54,000.00
5	Removl of existing bus stop signs and poles incl restoration of ex improv	205	EA	\$1,850.00	\$379,250.00	194	\$ 358,900.00	0	\$ -	194	\$ 358,900.00
6	F&I bus stop sign poles at spec bus loc, inc restoration of exist improv	216	EA	\$160.00	\$34,560.00	195	\$ 31,200.00	0	\$ -	195	\$ 31,200.00
7	F&I 3-seat kaleidoscope canopy bus shelter, w/ backless presidio bench w/ arms and l-shelter solar lighting , incl concrete footings	216	EA	\$2,100.00	\$453,600.00	195	\$ 409,500.00	0	\$ -	195	\$ 409,500.00
8	Landmark bus stop, EB imperial hwy e/o Norwalk Blvd - F&I curved kaleidoscope canopy bus shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, ladnsclaping, irrigation, hardscape, walls per plans	8	EA	\$30,000.00	\$240,000.00	7.7	\$ 231,000.00	0.00	\$ -	7.7	\$ 231,000.00
9	Tier 3, WB Rosecrans w/o Pioneer - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$140,000.00	\$140,000.00	1	\$ 140,000.00	0	\$ -	1	\$ 140,000.00
A-1	Tier 3, WB Imperial w/o Norwalk - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$50,000.00	\$50,000.00	1	\$ 50,000.00	0	\$ -	1	\$ 50,000.00
A-2	Tier 3, SB Pioneer at Orange - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$62,500.00	\$62,500.00	1	\$ 62,500.00	0	\$ -	1	\$ 62,500.00
A-3	Upgrade Tier-1A to Tier 2 at spec locations - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$65,000.00	\$65,000.00	1	\$ 65,000.00	0	\$ -	1	\$ 65,000.00
A-4	and l-shelter solar lighting per plans	7	EA	\$30,000.00	\$210,000.00	7	\$ 210,000.00	0	\$ -	7	\$ 210,000.00
CONTRACT AMOUNT					\$2,281,110.00		\$2,099,587.00		\$0.00		\$2,099,587.00

CHANGE ORDERS		Quantity	Units	Unit Price	Final Bid Price	Previous Month OT	Previous Month Value	This Month OT	This Month Value	Total to Date OT	Total to Date Value
CO 1	Deduction of l-stop signs	216	EA	\$ (55.00)	\$ (11,880.00)	195.00	\$ (10,725.00)	0	\$ -	195	\$ (10,725.00)
CO 2	Installation of Signs & Brackets	216	EA	\$ 125.00	\$ 27,000.00	195.00	\$ 24,375.00	0	\$ -	195	\$ 24,375.00
CO 3	Extension of 21 days	21	day	\$ -	\$ -	-	\$ -	21	\$ -	21	\$ -

OLIVAS VALDEZ INC
BUS STOPS IMPROVEMENTS

CITY OF NORWALK

5/1/2007
2:30 PM

Estimate # 7

CO 4	Credits (Palm tree, tree at 172, expansion paper, soil tests)	1	LS	\$ (3,409.00)	\$ (3,409.00)	-	\$ -	1	\$ (3,409.00)	1	\$ (3,409.00)
CO 5	Time and Material Work	1	LS	\$3,308.31	\$ 3,308.31	-	\$ -	1	\$ 3,308.31	1	\$ 3,308.31
CO 6	Restocking fee from Landscapeforms for 9 deleted benches	1	LS	\$862.22	\$ 862.22	-	\$ -	1	\$ 862.22	1	\$ 862.22
CO 7	Furniture relocation	1	LS	\$4,856.00	\$ 4,856.00	-	\$ -	1	\$ 4,856.00	1	\$ 4,856.00
CO 8	Material Purchase (benches, TC, l-stops, 10' and 12' poles)	1	LS	\$55,074.69	\$ 55,074.69	-	\$ -	1	\$ 55,074.69	1	\$ 55,074.69
CO 9	12' poles (replacement and material diff)	1	LS	\$2,259.00	\$ 2,259.00	-	\$ -	1	\$ 2,259.00	1	\$ 2,259.00

CCO Sumation **\$78,071.22** **\$ 13,650.00** **\$62,951.22** **\$76,601.22**

Contract Amount + Approved CCO Subtotal **\$2,359,181.22** **\$2,113,237.00** **\$62,951.22** **\$2,176,188.22**

Retention 5% **\$3,147.56** **\$108,800**

CONTRACT AMOUNT DUE THIS MONTH **\$59,803.66** **\$2,067,378.81**

previously paid \$2,007,575.15

Amount This Payment \$59,803.66

COPY

RECEIVED

07 JUL -6 AM 10: 55

TRANSIT DEPARTMENT



*Send to Service Manager
on 7/10/07*

CONTRACT PAYMENT REQUEST

#7709-710

Account No. 227-70-7709-2080/740-70-7709-2080

Bus Stop Improvements

For the Period April 07 to June 07 Job _____

Contractor Olivas Valdez, Inc. Progress Pmt. No. 8 RETENTION

Address 846 N. Charter Dr., Covina CA 91724 Contract \$2,281,110.00

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
CONSTRUCTION ITEMS	\$	\$		\$
1) 15,000 SF - Furnish all labor and materials for installation of 4" thick PCC sidewalk per City Standard 104 including removals, complete	10.00	150,000.00	10,258 ⁷⁰	102,587 ⁰⁰
2) 9 EA - Furnish all labor and materials for installation of ADA access ramps per Caltrans standard A-88A including curb and street replacement, complete	2,700.00	24,300.00	1	2,700 ⁰⁰
3) 159 EA - Furnish all labor and material for installation of surface mount Presidio 3-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	2,600.00	413,400.00	147	382,200 ⁰⁰
4) 13 EA - Furnish all labor and material for installation of surface mount Presidio 5-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	4,500.00	58,500.00	12	54,000 ⁰⁰
5) 205 - Furnish all labor and material for installation of Presidio side-opening, key-locked litter receptacles or approved equal per specification at specified bus stop locations, complete	1,850.00	379,250.00	194	358,900 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
6) 216 EA - Furnish all labor and material for removal of existing Bus Stop signs and poles at all bus stop locations including restoration of existing improvements, complete	160.00	34,560.00	195	31,200 ⁰⁰
7) 216 EA - Furnish all labor and material for installation of proposed Bus Stop sign poles at specified bus stop locations, including restoration of existing improvements, complete	2,100.00	453,600.00	195	409,500 ⁰⁰
8) 8 EA - Furnish all labor and material for installation of 3-Seat Kaleidoscope canopy bus shelter with backless Presidio bench with arms and I-Shelter solar lighting or approved equal, per specifications at specified bus stop locations including concrete footings, complete	30,000.00	240,000.00	7.7	231,000 ⁰⁰
9) 1 LS - Furnish all labor and materials for installation of Landmark bus stop per plans & specifications on EB Imperial Highway E/O Norwalk Blvd, including demolition, landscaping, irrigation, hardscape, walls, and curved Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	140,000.00	140,000.00	1	140,000 ⁰⁰
A-1 - 1 LS -Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Rosecrans W/O Pioneer, including demolition, palm tree removal hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	50,000.00	50,000.00	1	50,000 ⁰⁰
A-2 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Imperial W/O Norwalk, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	62,500.00	62,500.00	1	62,500 ⁰⁰
A-3 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on SB Pioneer at Orange, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	65,000.00	65,000.00	1	65,000 ⁰⁰

CONTRACT PAYMENT REQUEST NO.

PROJECT NO. 7709

PAGE 4

Items of Work Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Qty	Amount Requested
Change Order No. <u>1</u> (Add/Deduct)	< 55 ⁰⁰ >	< 11,880 ⁰⁰ >	195	< 10,725 ⁰⁰ >
Change Order No. <u>2</u> (Add/Deduct)	125 ⁰⁰	27,000 ⁰⁰	195	24,375 ⁰⁰
Change Order No. <u>3</u> (Add/Deduct)	0	0	21	0
Change Order No. <u>4</u> (Add/Deduct)	< 3,409 ⁰⁰ >	< 3,409 ⁰⁰ >	1	< 3,409 ⁰⁰ >
Change Order No. <u>5</u> (Add/Deduct)	3,308 ³¹	3,308 ³¹	1	3,308 ³¹
Change Order No. <u>6</u> (Add/Deduct)	862 ²²	862 ²²	1	862 ²²
Change Order No. <u>7</u> (Add/Deduct)	4,856 ⁰⁰	4,856 ⁰⁰	1	4,856 ⁰⁰
Change Order No. <u>8</u> (Add/Deduct)	55,074 ⁶⁹	55,074 ⁶⁹	1	55,074 ⁶⁹
Change Order No. <u>9</u> (Add/Deduct)	2,259 ⁰⁰	2,259 ⁰⁰	1	2,259 ⁰⁰
Change Order No. ____ (Add/Deduct)				
Change Order No. ____ (Add/Deduct)				
Change Order No. ____ (Add/Deduct)				

Summary of Payments

Total of Work Completed to Date (Incl. Change Orders).....	\$ 2,176,188 ²²	✓
Less 10% ⁵ Retained (PARTIAL RETENTION RELEASE).....	\$ 108,809 ⁴¹	✓
Less Previous Payments.....	\$ 1,958,569 ⁴⁰	✓
Amount of This Payment	\$ 108,809 ⁴¹	✓

CERTIFICATION BY THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract for this project; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this statement and that no part of the "AMOUNT OF THIS PAYMENT" has been received.

OLIVAS VALDEZ INC
 By: [Signature] (Contractor)
 Project Manager 06/27/07
 (Title) (Date)

CONTRACT PAYMENT CERTIFICATE

This is to certify that the contractor is entitled to receive payment in the amount shown above as "AMOUNT OF THIS PAYMENT".

QUANTITIES APPROVED.....	<u>Robert W. Parson</u>	<u>7/5/07</u>
.....	(Inspector)	(Date)
COSTS APPROVED.....	<u>Patrick Stanton</u>	<u>7/3/07</u>
.....	(Project Engineer)	(Date)
COSTS APPROVED.....	<u>Patrick Stanton for Majdi Ataya</u>	<u>7/5/07</u>
.....	(Project Manager)	(Date)
RECOMMENDED FOR PAYMENT.....	<u>[Signature]</u>	<u>7/6/07</u>
.....	(City Engineer)	(Date)
APPROVED FOR PAYMENT.....	<u>[Signature]</u>	<u>7/6/07</u>
.....	(Director of Transportation)	(Date)

NOTE TO CONTRACTOR: Submit Original and Two Copies, properly signed, to:
 City of Norwalk, Engineering Dept., 12700 Norwalk Blvd., Norwalk, CA 90650

PLS. CHARGE TO:
~~Alt # 227 70-7709-2080 / 7709-227~~

Bid Item	Description	Bid Quantity	Units	Final Bid Unit Price	Final Bid Price	Previous Month QT	Previous Month Value	This Month QT	This Month Value	Total to Dat QT	Total to Date Value
1	4" PCC sidewalk per city std 104, incl removals	15,000	SF	\$10.00	\$150,000.00	10,258.70	\$ 102,587.00	-	\$ -	10,258.70	\$ 102,587.00
2	ADA ramps per Caltrans std A-88A, incl curb and street replacement	9	EA	\$2,700.00	\$24,300.00	1	\$ 2,700.00	0	\$ -	1	\$ 2,700.00
3	F&I surface mount Presidio 3-seat backless bench w/arms at spec bus stop loc	159	EA	\$2,600.00	\$413,400.00	147	\$ 382,200.00	0	\$ -	147	\$ 382,200.00
4	F&I surface mount Presidio 5-seat backless bench w/arms at spec bus stop loc	13	EA	\$4,500.00	\$58,500.00	12	\$ 54,000.00	0	\$ -	12	\$ 54,000.00
5	F&I Presidio side opening key-locked trash receptacle at spec bus stop loc	205	EA	\$1,850.00	\$379,250.00	194	\$ 358,900.00	0	\$ -	194	\$ 358,900.00
6	Removal of existing bus stop signs and poles incl restoration of ex improv	216	EA	\$160.00	\$34,560.00	195	\$ 31,200.00	0	\$ -	195	\$ 31,200.00
7	F&I bus stop sign poles at spec bus loc, incl restoration of exist improv	216	EA	\$2,100.00	\$453,600.00	195	\$ 409,500.00	0	\$ -	195	\$ 409,500.00
8	F&I 3-seat kaleidoscope canopy bus shelter, w/ backless presidio bench w/ arms and l-shelter solar lighting, incl concrete footings	8	EA	\$30,000.00	\$240,000.00	7.7	\$ 231,000.00	0.00	\$ -	7.7	\$ 231,000.00
9	Landmark bus stop, EB Imperial hwy e/o Norwalk Blvd - F&I curved kaleidoscope canopy bus shelter, w presidio benches and l-shelter solar lighting, incl concrete footings, demo, landscaping, irrigation, hardscape, walls per plans	1	LS	\$140,000.00	\$140,000.00	1	\$ 140,000.00	0	\$ -	1	\$ 140,000.00
A-1	Tier 3, WB Rosecrans w/o Pioneer - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting, incl concrete footings, demo, hardscape, walls per plans	1	LS	\$50,000.00	\$50,000.00	1	\$ 50,000.00	0	\$ -	1	\$ 50,000.00
A-2	Tier 3, WB Imperial w/o Norwalk - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting, incl concrete footings, demo, hardscape, walls per plans	1	LS	\$62,500.00	\$62,500.00	1	\$ 62,500.00	0	\$ -	1	\$ 62,500.00
A-3	Tier 3, SB Pioneer at Orange - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting, incl concrete footings, demo, hardscape, walls per plans	1	LS	\$65,000.00	\$65,000.00	1	\$ 65,000.00	0	\$ -	1	\$ 65,000.00
A-4	Upgrade Tier-1A to Tier 2 at spec locations - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting per plans	7	EA	\$30,000.00	\$210,000.00	7	\$ 210,000.00	0	\$ -	7	\$ 210,000.00
CONTRACT AMOUNT				\$2,281,110.00	\$2,099,587.00	\$0.00	\$2,099,587.00				

CHANGE ORDERS	Quantity	Units	Unit Price	Final Bid Price	Previous Month QT	Previous Month Value	This Month QT	This Month Value	Total to Dat QT	Total to Date Value
CO1 Reduction of I-stop signs	216	EA	\$ (55.00)	\$ (11,880.00)	195.00	\$ (10,725.00)	0	\$ -	195	\$ (10,725.00)
CO2 Installation of Signs & Brackets	216	EA	\$ 125.00	\$ 27,000.00	195.00	\$ 24,375.00	0	\$ -	195	\$ 24,375.00
CO3 Extension of 21 days Credits (Palm tree, tree at 172, expansion paper, soil tests)	21	day	\$ -	\$ -	21.00	\$ -	0	\$ -	21	\$ -
CO4	1	LS	\$ (3,409.00)	\$ (3,409.00)	1.00	\$ (3,409.00)	0	\$ -	1	\$ (3,409.00)
CO5 Time and Material Work	1	LS	\$3,308.31	\$ 3,308.31	1.00	\$ 3,308.31	0	\$ -	1	\$ 3,308.31
CO6 Restocking fee from Landscapeforms for 9 deleted benches	1	LS	\$862.22	\$ 862.22	1.00	\$ 862.22	0	\$ -	1	\$ 862.22
CO7 Material Purchase (benches, TC, l-stops, 10' and 12' poles)	1	LS	\$55,074.69	\$ 55,074.69	1.00	\$ 55,074.69	0	\$ -	1	\$ 55,074.69
CO8 12' poles (replacement and material diff)	1	LS	\$2,259.00	\$ 2,259.00	1.00	\$ 2,259.00	0	\$ -	1	\$ 2,259.00
CO9 Furniture relocation	1	LS	\$4,856.00	\$ 4,856.00	1.00	\$ 4,856.00	0	\$ -	1	\$ 4,856.00
CCO Sumation				\$78,071.22	\$ 76,601.22	\$0.00	\$76,601.22			
Contract Amount + Approved CCO Subtotal				\$2,359,181.22	\$2,176,188.22	\$0.00	\$2,176,188.22			
Retention 5%								\$0.00	\$108,809.41	
CONTRACT AMOUNT DUE THIS MONTH						\$0.00		\$2,067,378.81		

Previously Paid \$ 1,958,569.40
Amount This Payment \$108,809.41

ORIGINAL

Send to China 8/9/07



CONTRACT PAYMENT REQUEST

7709-710

Account No. 227-70-7709-2080/710-70-7709-2080

Bus Stop Improvements

For the Period June 25th, 07 to July 20th, 07 Job _____

Contractor Olivas Valdez Inc. Progress Pmt. No. 9 (CO#10)

Address 846 N. Charter Dr., Covina, CA 91724 Contract: \$2,281,110.00

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
CONSTRUCTION ITEMS	\$	\$		\$
1) 15,000 SF - Furnish all labor and materials for installation of 4" thick PCC sidewalk per City Standard 104 including removals, complete	10.00	150,000.00	10,330 ⁷⁰	103,307 ⁰⁰
2) 9 EA - Furnish all labor and materials for installation of ADA access ramps per Caltrans standard A-88A including curb and street replacement, complete	2,700.00	24,300.00	1	2,700 ⁰⁰
3) 159 EA - Furnish all labor and material for installation of surface mount Presidio 3-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	2,600.00	413,400.00	147	382,200 ⁰⁰
4) 13 EA - Furnish all labor and material for installation of surface mount Presidio 5-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	4,500.00	58,500.00	12	54,000 ⁰⁰
5) 205 - Furnish all labor and material for installation of Presidio side-opening, key-locked litter receptacles or approved equal per specification at specified bus stop locations, complete	1,850.00	379,250.00	194	358,900 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
6) 216 EA - Furnish all labor and material for removal of existing Bus Stop signs and poles at all bus stop locations including restoration of existing improvements, complete	160.00	34,560.00	195	31,200 ⁰⁰
7) 216 EA - Furnish all labor and material for installation of proposed Bus Stop sign poles at specified bus stop locations, including restoration of existing improvements, complete	2,100.00	453,600.00	195	409,500 ⁰⁰
8) 8 EA - Furnish all labor and material for installation of 3-Seat Kaleidoscope canopy bus shelter with backless Presidio bench with arms and I-Shelter solar lighting or approved equal, per specifications at specified bus stop locations including concrete footings, complete	30,000.00	240,000.00	8	240,000 ⁰⁰
9) 1 LS - Furnish all labor and materials for installation of Landmark bus stop per plans & specifications on EB Imperial Highway E/O Norwalk Blvd, including demolition, landscaping, irrigation, hardscape, walls, and curved Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	140,000.00	140,000.00	1	140,000 ⁰⁰
A-1 - 1 LS -Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Rosecrans W/O Pioneer, including demolition, palm tree removal hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	50,000.00	50,000.00	1	50,000 ⁰⁰
A-2 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Imperial W/O Norwalk, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	62,500.00	62,500.00	1	62,500 ⁰⁰
A-3 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on SB Pioneer at Orange, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	65,000.00	65,000.00	1	65,000 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity;	Amount Requested
A-4 – 7 EA – Furnish all labor and materials for upgrading Tier-1A installations to Tier 2 bus stop per plans & specifications at specified locations, including straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	30,000.00	210,000.00	7	210,000 ⁰⁰

Items of Work Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Qty	Amount Requested
Change Order No. <u>1</u> (Add/Deduct)	< 55 ⁰⁰ >	< 11,880 ⁰⁰ >	195	< 10,725 ⁰⁰ >
Change Order No. <u>2</u> (Add/Deduct)	125 ⁰⁰	27,000 ⁰⁰	195	24,375 ⁰⁰
Change Order No. <u>3</u> (Add/Deduct)	0	0	21	0
Change Order No. <u>4</u> (Add/Deduct)	< 3,409 ⁰⁰ >	< 3,409 ⁰⁰ >	1	< 3,409 ⁰⁰ >
Change Order No. <u>5</u> (Add/Deduct)	3,308 ³¹	3,308 ³¹	1	3,308 ³¹
Change Order No. <u>6</u> (Add/Deduct)	862 ²²	862 ²²	1	862 ²²
Change Order No. <u>7</u> (Add/Deduct)	4,856 ⁰⁰	4,856 ⁰⁰	1	4,856 ⁰⁰
Change Order No. <u>8</u> (Add/Deduct)	55,074 ⁶⁹	55,074 ⁰⁰	1	55,074 ⁰⁰
Change Order No. <u>9</u> (Add/Deduct)	2,259 ⁰⁰	2,259 ⁰⁰	1	2,259 ⁰⁰
Change Order No. <u>10</u> (Add/Deduct)	27,060 ⁰⁰	27,060 ⁰⁰	1	27,060 ⁰⁰
Change Order No. <u> </u> (Add/Deduct)				
Change Order No. <u> </u> (Add/Deduct)				

Items of Work Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Qty	Amount Requested
Change Order No. ____ (Add/Deduct)				
Change Order No. ____ (Add/Deduct)				
Change Order No. ____ (Add/Deduct)				
Change Order No. ____ (Add/Deduct)				

Summary of Payments

Total of Work Completed to Date (Incl. Change Orders) \$ 2,212,968 ²²

Less ~~10%~~ Retained 5% \$ 110,648 ⁴¹

Less Previous Payments \$ 2,106,378 ⁸¹

Amount of This Payment \$ 34,941

CERTIFICATION BY THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract for this project; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this statement and that no part of the "AMOUNT OF THIS PAYMENT" has been received.

Olivas Valdez Inc
(Contractor)

By: J.P.M. 8/6/07
(Title) (Date)

CONTRACT PAYMENT CERTIFICATE

This is to certify that the contractor is entitled to receive payment in the amount shown above as "AMOUNT OF THIS PAYMENT".

QUANTITIES APPROVED Rolito W. Paron 8/9/07
..... (Inspector) (Date)

COSTS APPROVED Maydi Ataya 8-9-07
..... FOA (Project Engineer) (Date)

COSTS APPROVED Maydi Ataya 8-9-07
..... (Project Manager) (Date)

RECOMMENDED FOR PAYMENT [Signature] 8/15/07
..... (City Engineer) (Date)

APPROVED FOR PAYMENT [Signature] 8/17/07
..... (Director of Community Development) (Date)

NOTE TO CONTRACTOR: Submit Original and Two Copies, properly signed, to:
City of Norwalk, Engineering Dept., 12700 Norwalk Blvd., Norwalk, CA 90650

Bid Item	Description	Bid Quantity	Units	Final Bid Unit Price	Final Bid Price	Previous Month QT	Previous Month Value	This Month QT	This Month Value	Total to Dat QT	Total to Date Value
1	4" PCC sidewlk per city std 104, incl removals ADA ramps per Caltrans std A-88A, incl curb and street replacement	15,000	SF	\$10.00	\$150,000.00	10,258.70	\$ 102,587.00	72.00	\$ 720.00	10,330.70	\$ 103,307.00
2	F&I surface mount Presidio 3-seat backless bench w/arms at spec bus stop loc	9	EA	\$2,700.00	\$24,300.00	1	\$ 2,700.00	0	\$ -	1	\$ 2,700.00
3	F&I surface mount Presidio 5-seat backless bench w/arms at spec bus stop loc	159	EA	\$2,600.00	\$413,400.00	147	\$ 382,200.00	0	\$ -	147	\$ 382,200.00
4	F&I Presidio side opening key-locked trash receptacle at spec bus stop loc	13	EA	\$4,500.00	\$58,500.00	12	\$ 54,000.00	0	\$ -	12	\$ 54,000.00
5	Removl of existing bus stop signs and poles incl restoration of ex improvs	205	EA	\$1,850.00	\$379,250.00	194	\$ 358,900.00	0	\$ -	194	\$ 358,900.00
6	F&I bus stop sign poles at spec bus loc, inc restoration of exist improv	216	EA	\$160.00	\$34,560.00	195	\$ 31,200.00	0	\$ -	195	\$ 31,200.00
7	F&I 3-seat kaleidoscope canopy bus shelter, w/ backless presidio bench w/ arms and l-shelter solar lighting , incl concrete footings	216	EA	\$2,100.00	\$453,600.00	195	\$ 409,500.00	0	\$ -	195	\$ 409,500.00
8	Landmark bus stop, EB imperial hwy e/o Norwalk Blvd - F&I curved kaleidoscope canopy bus shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, ladnsaping, irrigation, hardscape, walls per plans	8	EA	\$30,000.00	\$240,000.00	7.7	\$ 231,000.00	0.30	\$ 9,000.00	8	\$ 240,000.00
9	Tier 3, WB Rosecrans w/o Pioneer - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$140,000.00	\$140,000.00	1	\$ 140,000.00	0	\$ -	1	\$ 140,000.00
A-1	Tier 3, WB Imperial w/o Norwalk - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$50,000.00	\$50,000.00	1	\$ 50,000.00	0	\$ -	1	\$ 50,000.00
A-2	Tier 3, SB Pioneer at Orange - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$62,500.00	\$62,500.00	1	\$ 62,500.00	0	\$ -	1	\$ 62,500.00
A-3	Upgrade Tier-1A to Tier 2 at spec locations - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting per plans	1	LS	\$65,000.00	\$65,000.00	1	\$ 65,000.00	0	\$ -	1	\$ 65,000.00
A-4	Upgrade Tier-1A to Tier 2 at spec locations - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting per plans	7	EA	\$30,000.00	\$210,000.00	7	\$ 210,000.00	0	\$ -	7	\$ 210,000.00
CONTRACT AMOUNT					\$2,281,110.00		\$2,099,587.00		\$9,720.00		\$2,109,307.00

Estimate # 9 CCO

CHANGE ORDERS	Quantity	Units	Unit Price	Final Bid Price	Previous Month	Previous Month	This Month	This Month	Total to Dat	Total to Date
					QT	Value	QT	Value	QT	Value
CO 1 Deduction of I-stop signs	216	EA	\$ (55.00)	\$ (11,880.00)	195.00	\$ (10,725.00)	0	\$ -	195	\$ (10,725.00)
CO 2 Installation of Signs & Brackets	216	EA	\$ 125.00	\$ 27,000.00	195.00	\$ 24,375.00	0	\$ -	195	\$ 24,375.00
CO 3 Extension of 21 days Credits (Palm tree, tree at 172, expansion paper, soil tests)	21	day	\$ -	\$ -	21.00	\$ -	0	\$ -	21	\$ -
CO 4 Time and Material Work	1	LS	\$ (3,409.00)	\$ (3,409.00)	1.00	\$ (3,409.00)	0	\$ -	1	\$ (3,409.00)
CO 5 Restocking fee from Landscapeforms for 9 deleted benches	1	LS	\$ 3,308.31	\$ 3,308.31	1.00	\$ 3,308.31	0	\$ -	1	\$ 3,308.31
CO 6 Material Purchase (benches, TC, I-stops, 10' and 12' poles)	1	LS	\$ 862.22	\$ 862.22	1.00	\$ 862.22	0	\$ -	1	\$ 862.22
CO 7 12' poles	1	LS	\$ 55,074.69	\$ 55,074.69	1.00	\$ 55,074.69	0	\$ -	1	\$ 55,074.69
CO 8 12' poles (replacement and material diff)	1	LS	\$ 2,259.00	\$ 2,259.00	1.00	\$ 2,259.00	0	\$ -	1	\$ 2,259.00
CO 9 Furniture relocation	1	LS	\$ 4,856.00	\$ 4,856.00	1.00	\$ 4,856.00	0	\$ -	1	\$ 4,856.00
CO 10 Extra work, relocate benches, TC, I-stops, add sidewalk	1	LS	\$ 27,060.00	\$ 27,060.00	-	\$ -	1	\$ 27,060.00	1	\$ 27,060.00
CCO Sumation				\$105,131.22		\$76,601.22		\$27,060.00		\$103,661.22
Contract Amount + Approved CCO Subtotal				\$2,386,241.22		\$2,176,188.22		\$36,780.00		\$2,212,968.22
Retention 5%								\$1,839.00		\$110,648.41
CONTRACT AMOUNT DUE THIS MONTH								\$34,941.00		\$2,102,319.81
Previously Paid									\$	2,067,378.81
Amount This Payment										\$34,941.00



<u>STOP #</u>	<u>SF Concrete</u>
24	6.51
25	1.32
26	7.89
27	6.08
68	18.00
91	4.64
92	17.50
109	7.05
110	6.75
111	1.80
112	8.23
151	17.50
SUBTOTAL	103.27

138	20.00
216	216.38 SF
<u>total</u>	<u>236.38 SF</u>

CCO - 200 SF
36.38 SF X \$20⁰⁰ = \$720

ORIGINAL

ORIGINAL SENT
TO SHIRLEY CROTTY 10/22/07 JZ

COPY



**City of
NORWALK**

CONTRACT PAYMENT REQUEST

Account No. 227-70-7709-2080/710-70-7709-2080

Bus Stop Improvements

For the Period June 29th 07 to July 20th 07 Job

FINAL

Contractor Olivas Valdez Inc.

Progress Pmt. No. 10 (0% RET)

Address 846 N. Charter Dr., Covina, CA 91724

Contract \$2,281,110.00

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
CONSTRUCTION ITEMS	\$	\$		\$
1) 15,000 SF - Furnish all labor and materials for installation of 4" thick PCC sidewalk per City Standard 104 including removals, complete	10.00	150,000.00	10,330 ⁷⁰	103,307 ⁰⁰
2) 9 EA - Furnish all labor and materials for installation of ADA access ramps per Caltrans standard A-88A including curb and street replacement, complete	2,700.00	24,300.00	1	2,700 ⁰⁰
3) 159 EA - Furnish all labor and material for installation of surface mount Presidio 3-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	2,600.00	413,400.00	147	382,200 ⁰⁰
4) 13 EA - Furnish all labor and material for installation of surface mount Presidio 5-Seat backless bench with arms or approved equal per specification at specified bus stop locations, complete	4,500.00	58,500.00	12	54,000 ⁰⁰
5) 205 - Furnish all labor and material for installation of Presidio side-opening, key-locked litter receptacles or approved equal per specification at specified bus stop locations, complete	1,850.00	379,250.00	194	358,900 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
6) 216 EA - Furnish all labor and material for removal of existing Bus Stop signs and poles at all bus stop locations including restoration of existing improvements, complete	160.00	34,560.00	195	31,200 ⁰⁰
7) 216 EA - Furnish all labor and material for installation of proposed Bus Stop sign poles at specified bus stop locations, including restoration of existing improvements, complete	2,100.00	453,600.00	195	409,500 ⁰⁰
8) 8 EA - Furnish all labor and material for installation of 3-Seat Kaleidoscope canopy bus shelter with backless Presidio bench with arms and I-Shelter solar lighting or approved equal, per specifications at specified bus stop locations including concrete footings, complete	30,000.00	240,000.00	8	240,000 ⁰⁰
9) 1 LS - Furnish all labor and materials for installation of Landmark bus stop per plans & specifications on EB Imperial Highway E/O Norwalk Blvd, including demolition, landscaping, irrigation, hardscape, walls, and curved Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	140,000.00	140,000.00	1	140,000 ⁰⁰
A-1 - 1 LS -Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Rosecrans W/O Pioneer, including demolition, palm tree removal hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	50,000.00	50,000.00	1	50,000 ⁰⁰
A-2 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on WB Imperial W/O Norwalk, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	62,500.00	62,500.00	1	62,500 ⁰⁰
A-3 - 1 LS - Furnish all labor and materials for installation of Tier 3 bus stop per plans & specifications on SB Pioneer at Orange, including demolition, hardscape, walls, and straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	65,000.00	65,000.00	1	65,000 ⁰⁰

Items of Work Extra Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Quantity	Amount Requested
A-4 – 7 EA – Furnish all labor and materials for upgrading Tier-1A installations to Tier 2 bus stop per plans & specifications at specified locations, including straight Kaleidoscope shelter with Presidio benches and I-Shelter solar lighting, complete	30,000.00	210,000.00	7	210,000 ⁰⁰

Items of Work Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Qty	Amount Requested
Change Order No. <u>1</u> (Add/Deduct)	< 55 ⁰⁰ >	< 11,800 ⁰⁰ >	195	< 10,725 ⁰⁰ >
Change Order No. <u>2</u> (Add/Deduct)	125 ⁰⁰	27,000 ⁰⁰	195	24,375 ⁰⁰
Change Order No. <u>3</u> (Add/Deduct)	0	0	01	0
Change Order No. <u>4</u> (Add/Deduct)	< 3,409 ⁰⁰ >	< 3,409 ⁰⁰ >	1	< 3,409 ⁰⁰ >
Change Order No. <u>5</u> (Add/Deduct)	3,308 ³¹	3,308 ³¹	1	3,308 ³¹
Change Order No. <u>6</u> (Add/Deduct)	862 ²²	862 ²²	1	862 ²²
Change Order No. <u>7</u> (Add/Deduct)	4,856 ⁰⁰	4,856 ⁰⁰	1	4,856 ⁰⁰
Change Order No. <u>8</u> (Add/Deduct)	55,074 ⁶⁹	55,074 ⁰⁰	1	55,074 ⁰⁰
Change Order No. <u>9</u> (Add/Deduct)	2,259 ⁰⁰	2,259 ⁰⁰	1	2,259 ⁰⁰
Change Order No. <u>10</u> (Add/Deduct)	27,060 ⁰⁰	27,060 ⁰⁰	1	27,060 ⁰⁰
Change Order No. ____ (Add/Deduct)				
Change Order No. ____ (Add/Deduct)				

CONTRACT PAYMENT REQUEST NO. _____ PROJECT NO. 7709 PAGE 4

Items of Work Change Orders	Unit Bid Price	Total Bid Price	Total Completed To Date %/Qty	Amount Requested
Change Order No. ___(Add/Deduct)				
Change Order No. ___(Add/Deduct)				
Change Order No. ___(Add/Deduct)				
Change Order No. ___(Add/Deduct)				

Summary of Payments

Total of Work Completed to Date (Incl. Change Orders)..... \$ 2,212,968²²
 Less ~~10%~~ Retained 0%..... \$ 0
 Less Previous Payments..... \$ 2,102,319⁸¹
Amount of This Payment..... \$ 110,648⁴¹

CERTIFICATION BY THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract for this project; that the above is a true and correct statement of the contract account up to and including the last day of the period covered by this statement and that no part of the "AMOUNT OF THIS PAYMENT" has been received.

Olivas Valdez Inc
 (Contractor)
 By: [Signature] Project Manager 8/6/07
 (Title) (Date)

CONTRACT PAYMENT CERTIFICATE

This is to certify that the contractor is entitled to receive payment in the amount shown above as "AMOUNT OF THIS PAYMENT".

QUANTITIES APPROVED..... [Signature] 8/9/07
 (Inspector) (Date)

COSTS APPROVED..... [Signature] 8-9-07
 F.O.R. (Project Engineer) (Date)

COSTS APPROVED..... [Signature] 8-9-07
 (Project Manager) (Date)

RECOMMENDED FOR PAYMENT..... [Signature] 9/27/07
 (City Engineer) (Date)

APPROVED FOR PAYMENT..... [Signature] 10/18/07
 (Director of Transportation) (Date)

NOTE TO CONTRACTOR: Submit Original and Two Copies, properly signed, to:
 City of Norwalk, Engineering Dept., 12700 Norwalk Blvd., Norwalk, CA 90650

Estimate # 10 (ret 0%)

Bid Item	Description	Bid Quantity	Units	Final Bid Unit Price	Final Bid Price	Previous Month QT	Previous Month Value	This Month QT	This Month Value	Total to Date QT	Total to Date Value
1	4" PCC sidewalk per city std 104, incl removals ADA ramps per Caltrans std A-88A, incl curb and street replacement	15,000	SF	\$10.00	\$150,000.00	10,330	\$ 103,307.00	-	\$ -	10,330	\$ 103,307.00
2	F&I surface mount Presidio 3-seat backless bench w/arms at spec bus stop loc	9	EA	\$2,700.00	\$24,300.00	1	\$ 2,700.00	0	\$ -	1	\$ 2,700.00
3	F&I surface mount Presidio 5-seat backless bench w/arms at spec bus stop loc	159	EA	\$2,600.00	\$413,400.00	147	\$ 382,200.00	0	\$ -	147	\$ 382,200.00
4	F&I Presidio side opening key-locked trash receptacle at spec bus stop loc	13	EA	\$4,500.00	\$58,500.00	12	\$ 54,000.00	0	\$ -	12	\$ 54,000.00
5	Removl of existing bus stop signs and poles incl restoration of ex improv	205	EA	\$1,850.00	\$379,250.00	194	\$ 358,900.00	0	\$ -	194	\$ 358,900.00
7	F&I bus stop sign poles at spec bus loc, inc restoration of exist improv	216	EA	\$160.00	\$34,560.00	195	\$ 31,200.00	0	\$ -	195	\$ 31,200.00
7	F&I 3-seat kaleidoscope canopy bus shelter, w/ backless presidio bench w/ arms and l-shelter solar lighting , incl concrete footings	216	EA	\$2,100.00	\$453,600.00	195	\$ 409,500.00	0	\$ -	195	\$ 409,500.00
8	Landmark bus stop, EB imperial hwy e/o Norwalk Blvd - F&I curved kaleidoscope canopy bus shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, landscaping, irrigation, hardscape, walls per plans	8	EA	\$30,000.00	\$240,000.00	8	\$ 240,000.00	0.00	\$ -	8	\$ 240,000.00
9	Tier 3, WB Rosecrans w/o Pioneer - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$140,000.00	\$140,000.00	1	\$ 140,000.00	0	\$ -	1	\$ 140,000.00
A-1	Tier 3, WB Imperial w/o Norwalk - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$50,000.00	\$50,000.00	1	\$ 50,000.00	0	\$ -	1	\$ 50,000.00
A-2	Tier 3, SB Pioneer at Orange - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting , incl concrete footings, demo, hardscape, walls per plans	1	LS	\$62,500.00	\$62,500.00	1	\$ 62,500.00	0	\$ -	1	\$ 62,500.00
A-3	Upgrade Tier-1A to Tier 2 at spec locations - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting per plans	1	LS	\$65,000.00	\$65,000.00	1	\$ 65,000.00	0	\$ -	1	\$ 65,000.00
A-4	Upgrade Tier-1A to Tier 2 at spec locations - F&I straight kaleidoscope shelter, w presidio benches and l-shelter solar lighting per plans	7	EA	\$30,000.00	\$210,000.00	7	\$ 210,000.00	0	\$ -	7	\$ 210,000.00
CONTRACT AMOUNT					\$2,281,110.00		\$2,109,307.00		\$0.00		\$2,109,307.00

CHANGE ORDERS	Quantity	Units	Unit Price	Final Bid Price	Previous Mon	Previous Month	his Mon	Total to Date	Total to Date	
					QT	Value	QT	Value	QT	Value
CO 1 Deduction of I-stop signs	216	EA	\$ (55.00)	\$ (11,880.00)	195.00	\$ (10,725.00)	0	\$ -	195	\$ (10,725.00)
CO 2 Installation of Signs & Brackets	216	EA	\$ 125.00	\$ 27,000.00	195.00	\$ 24,375.00	0	\$ -	195	\$ 24,375.00
CO 3 Extension of 21 days Credits (Palm tree, tree at 172, expansion paper, soil tests)	21	day	\$ -	\$ -	21.00	\$ -	0	\$ -	21	\$ -
CO 4	1	LS	\$ (3,409.00)	\$ (3,409.00)	1.00	\$ (3,409.00)	0	\$ -	1	\$ (3,409.00)
CO 5 Time and Material Work Restocking fee from Landscapeforms for 9 deleted benches	1	LS	\$3,308.31	\$ 3,308.31	1.00	\$ 3,308.31	0	\$ -	1	\$ 3,308.31
CO 6	1	LS	\$862.22	\$ 862.22	1.00	\$ 862.22	0	\$ -	1	\$ 862.22
CO 7 12' poles)	1	LS	\$55,074.69	\$ 55,074.69	1.00	\$ 55,074.69	0	\$ -	1	\$ 55,074.69
CO 8 12' poles (replacement and material diff)	1	LS	\$2,259.00	\$ 2,259.00	1.00	\$ 2,259.00	0	\$ -	1	\$ 2,259.00
CO 9 Furniture relocation	1	LS	\$4,856.00	\$ 4,856.00	1.00	\$ 4,856.00	0	\$ -	1	\$ 4,856.00
CO 10 Extra work, relocate benches, TC, I-stops, add sidewalk	1	LS	\$27,060.00	\$ 27,060.00	1.00	\$ 27,060.00	0	\$ -	1	\$ 27,060.00
CCO Sumation				\$105,131.22		\$103,661.22		\$0.00		\$103,661.22
Contract Amount + Approved CCO Subtotal				\$2,386,241.22		\$2,212,968.22		\$0.00		\$2,212,968.22
Retention 0%								\$0.00		\$0.00
CONTRACT AMOUNT DUE THIS MONTH								\$0.00		\$2,212,968.22

Previously Paid \$ 2,102,319.81
Amount This Pay \$ 110,648.41

PR 06-09 = \$8,234

CONTRACTED SERVICES

Onward Engineering

(Purchase Order, Pentamation Payment Report, Invoices,
Agreement for Professional Services)



PURCHASING DIVISION
 12700 Norwalk Blvd., Room 6
 Norwalk, CA 90650
 Phone/Fax No. 562-929-5712/562-929-5966

For prompt payment please send all invoices in date to the business office at this address.

ACCOUNTS PAYABLE DIVISION
 PO BOX 1030
 Norwalk, CA 90651-1030

PURCHASE ORDER NO.

40471

Page No.

1

The PO number must appear on all invoices, packages, packing slips, and correspondence concerning this order.

V
E
N
D
O
R
57563
ONWARD ENGINEERING
300 S HARBOR BLVD
SUITE 814
ANAHEIM CA 92805

S
H
I
P
T
O
TRANSPORTATION DEPT
12650 IMPERIAL HWY, 3RD FLOOR
NORWALK, CA 90650
ATTN: S CHOW

ORDER DATE: 08/22/06		BUYER: JS		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC.: R#6429/\$12,000.00	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	BSIP PROJECT MGMT PER AGREEMENT DATED JULY 21, 2006.	12000.0000	12,000.00
02	1.00	LOT	INCREASE ON BSIP PROJECT MGMT AGREEMENT APPROVED BY CITY COUNCIL 05-01-07.	44000.0000	44,000.00
RECEIVED 07 MAY 10 AM 11: 25 TRANSPORT DEPARTMENT					
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$ 56,000.00	
01	210707709 2080	12,000.00	7709-210	TOTAL \$ 56,000.00	
02	227707709 2080	44,000.00	7709-227		
				Administrative Services Manager <i>Christine Pardo</i>	
				I hereby certify that I have received, weighed, counted, or measured the articles stated above. The quantities and qualities are correctly stated and are accurately listed. Signature below authorizes payment of this Purchase Order.	
				5/11/07 Date Signature	

Receiving Copy

SPI - FUND ACCOUNTING
 DATE: 08/17/11
 TIME: 13:05:34

CITY OF NORWALK
 VENDOR PAYMENT HISTORY

PAGE NUMBER: 1
 ACCTPA31

SELECTION CRITERIA: transact.enc_no="40471"

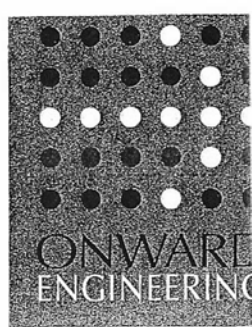
-----VENDOR-----	INVOICE PURCHASE OR	1099 P/F	CHECK NO DATE	BUDGET UNIT SUB-PROJECT	-----DESCRIPTION-----	SALES TAX	AMOUNT
					CONTROL		
57563	ONWARD ENGINEERING	40471	M	227707709-2080	INCREASE ON BSIP PROJEC		
			F	7709-227-2080	40471		
57563	ONWARD ENGINEERING	40471	M	210707709-2080	BSIP PROJECT MGMT PER A		
			F	7709-210-2080	40471		
57563	ONWARD ENGINEERING	40471	P	10/03/06 7709-210-2080	BSIP PROJECT MGMT PER A	0.00	1925.00
			M	42714 210707709-2080	0927WR		
57563	ONWARD ENGINEERING	40471	P	10/24/06 7709-210-2080	BUS STOP PROJECT	0.00	1980.00
			M	43385 210707709-2080	1010WR		
57563	ONWARD ENGINEERING	40471	P	10/24/06 7709-210-2080	BUS STOP IMPROVEMENT	0.00	3190.00
			M	44579 210707709-2080	1127WR		
57563	ONWARD ENGINEERING	40471	P	11/30/06 7709-210-2080	BUS STOP PROJ/NOV 06	0.00	2200.00
			M	45579 210707709-2080	1222WRA		
57563	ONWARD ENGINEERING	40471	P	01/02/07 7709-210-2080	BSIP PROJECT MGMT PER A	0.00	2145.00
			M	46282 210707709-2080	0116WRA		
57563	ONWARD ENGINEERING	40471	P	01/25/07 7709-210-2080	BUS STOP IMPROVE PROJ	0.00	3080.00
			M	47947 210707709-2080	0316PPDB		
57563	ONWARD ENGINEERING	40471	P	03/20/07 7709-210-2080	BSIP PROJ/FEB 07	0.00	8750.00
			M	49697 227707709-2080	0509PPD		
57563	ONWARD ENGINEERING	40471	P	05/10/07 7709-227-2080	BSIP PROJ/MAR 07	0.00	19715.00
			M	49697 227707709-2080	0509PPD		
57563	ONWARD ENGINEERING	40471	P	05/10/07 7709-227-2080	BSIP PROJECT/APR 07	0.00	6560.00
			M	50633 227707709-2080	0605WR		
57563	ONWARD ENGINEERING	40471	P	06/07/07 7709-227-2080	BSIP PROJ/MAY 07	0.00	657.50
			M	51698 227707709-2080	PY0706WR		
57563	ONWARD ENGINEERING	40471	P	07/10/07 7709-227-2080	BSIP PROJ/JUN 07	0.00	2877.50
			M	52620 227707709-2080	PY0713WR		
57563	ONWARD ENGINEERING	40471	P	08/02/07 7709-227-2080	BSIP/JUL 07	0.00	3067.50
			M	54000 227707709-2080	0911PPD		
57563	ONWARD ENGINEERING	40471	P	09/11/07 7709-227-2080	BSIP PROJ/AUG 07	0.00	995.00
			M	54805 227707709-2080	0925WR		
57563	ONWARD ENGINEERING	40471	P	10/02/07 7709-227-2080		0.00	57142.50
TOTAL VENDOR						0.00	57142.50
TOTAL REPORT						0.00	57142.50

RUN DATE 08/17/2011 TIME 13:05:35

SPI - FUND ACCOUNTING

Onward Engineering

1456 W. Birchmont Drive
 Anaheim, CA 92801-5829
 USA

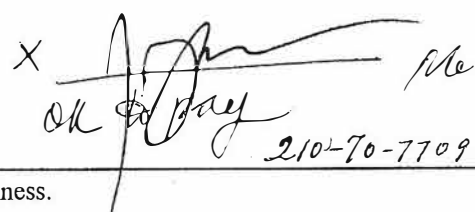


Bill To
Transportation Department 12650 Imperial Hwy., 3rd Floor Norwalk, CA 90650 Ms. Susan Chow

Invoice #	P.O. No.
1061	40471

Invoice

Date of Invoice	Terms
9/7/2006	Net 30

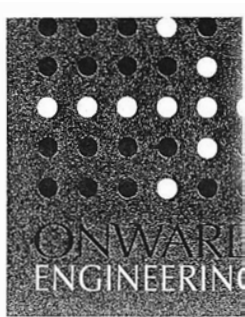
Item	Description	Qty	Rate	Amount
7709-210	Invoice for the Month of August Bus Stop Improvement Project - Project Manager Account 210707709 2080	17.5	110.00	1,925.00
<i>X</i>  <i>me</i> <i>OK to pay</i> <i>210-70-7709-2080/7709-210</i>				

Thank you for your business.

Balance Due \$1,925.00

Onward Engineering

1456 W. Birchmont Drive
 Anaheim, CA 92801-5829
 USA



COPY

Bill To
Transportation Department 12650 Imperial Hwy., 3rd Floor Norwalk, CA 90650 Ms. Susan Chow

Invoice #	P.O. No.
1063	40471

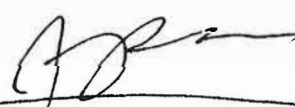
Invoice

Date of Invoice	Terms
10/1/2006	Net 30

Item	Description	Qty	Rate	Amount
7709-210	Invoice for the Month of September 2006 Bus Stop Improvement Project Account 210707709 2080	18	110.00	1,980.00

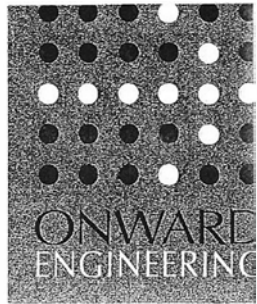
Thank you for your business.

Balance Due	\$1,980.00
--------------------	------------

X: 
 Approved to pay P.O. #40471

Onward Engineering

1456 W. Birchmont Drive
 Anaheim, CA 92801-5829
 USA



Bill To
Transportation Department 12650 Imperial Hwy., 3rd Floor Norwalk, CA 90650 Ms. Susan Chow

Invoice #	P.O. No.
1067	40471

Invoice

Date of Invoice	Terms
11/4/2006	Net 15

Item	Description	Qty	Rate	Amount
7709-210	Invoice for the Month of October Bus Stop Improvement Project Account 210707709 2080	29	110.00	3,190.00

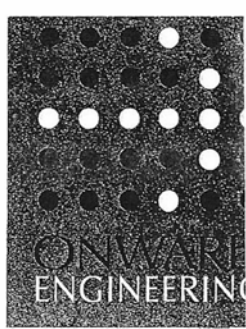
Federal Tax ID 80-0101723

Balance Due	\$3,190.00
--------------------	------------

x *J.R.* *Me*
 Approved to pay P.O. #40471

Onward Engineering

1456 W. Birchmont Drive
 Anaheim, CA 92801-5829
 USA



RECEIVED
 06 DEC 13 PM 2:58
 TRANSIT DEPARTMENT

Bill To
Transportation Department 12650 Imperial Hwy., 3rd Floor Norwalk, CA 90650 Ms. Susan Chow

Invoice #	P.O. No.
1071	40471

Invoice

Date of Invoice	Terms
12/10/2006	Net 15

Item	Description	Qty	Rate	Amount
7709-210	Invoice for the Month of November Bus Stop Improvement Project Account 210707709 2080	20	110.00	2,200.00

Federal Tax ID 80-0101723

Balance Due	\$2,200.00
--------------------	------------

x *[Signature]*
 Approved to pay P.O. #40471



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

Invoice

RECEIVED
 07 JAN -8 AM 10:15
 TRANSIT DEPARTMENT

DATE	INVOICE #
1/5/2007	1072

BILL TO:

Transportation Department
 12650 Imperial Hwy., 3rd Floor
 Norwalk, CA 90650
 Ms. Susan Chow

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	Bus Stop

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of December

19.5	Bus Stop Improvement Project Account 210707709 2080	110.00	2,145.00
------	--	--------	----------

CENTRAL FILE

Federal Tax ID 80-0101723

P.O. # 40471

TOTAL \$2,145.00

X *[Signature]*
 OK to pay

Invoice



ONWARD ENGINEERING
300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805
(714) 533-3050

RECEIVED

07 FEB 15 PM 2: 13

TRANSIT DEPARTMENT

DATE

INVOICE #

2/6/2007

1080

BILL TO:

Transportation Department
12650 Imperial Hwy., 1st Floor
Norwalk, CA 90650
Mr. Graham S. Ridley

CENTRAL FILE

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of January 2007

28	Bus Stop Improvement Project Account 210707709 2080	110.00	3,080.00
----	--	--------	----------

RECEIVED

2007 FEB 13 PM 2:07

OPERATIONS DEPARTMENT

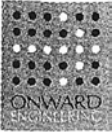
Federal Tax ID 80-0101723

[Handwritten signature]
P.O. # 40471 (12)
210-70-7709-2080

TOTAL

\$3,080.00

OK to pay
AM 2/14/07



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

Invoice

DATE	INVOICE #
3/10/2007	1084

BILL TO:

Transportation Department
 12650 Imperial Hwy., 1st Floor
 Norwalk, CA 90650
 Mr. Graham S. Ridley

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of February 2007

Bus Stop Improvement Project

Account # 10707709 2080 ~~Alt # 710-70-7709-2080~~

✓ 27.5	Project Manager	110.00	3,025.00
✓ 5	Construction Manager	110.00	550.00
✓ 57.5	Senior Construction Inspector	90.00	5,175.00

227-70-7709-2080 / 7709-227

OK TO PAY
9/12/07

x
 710-70-7709-2080

x
 5/31/07

Federal Tax ID 80-0101723

TOTAL \$8,750.00

Invoice



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

DATE	INVOICE #
4/5/2007	1088

BILL TO:

Transportation Department
 12650 Imperial Hwy., 1st Floor
 Norwalk, CA 90650
 Mr. Graham S. Ridley

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of March 2007

Bus Stop Improvement Project
 Account # 10707709 2080 AC # 710-70-7709-2080 0.00

✓ 58.5	Construction Manager	110.00	6,435.00
✓ 29.5	Project Manager	110.00	3,245.00
✓ 111.5	Senior Construction Inspector	90.00	10,035.00

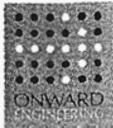
OK TO PAY
 4/25/07
[Signature]

x *[Signature]*

x *[Signature]*
 5/3/07

Federal Tax ID 80-0101723

TOTAL \$19,715.00



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

*sent to Shirley Croddy
 on 5/30/07 AM. Jc*

Invoice

DATE	INVOICE #
5/11/2007	1097

BILL TO:

Transportation Department
 12650 Imperial Hwy., 1st Floor
 Norwalk, CA 90650
 Mr. Graham S. Ridley

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	Bus Stop 7709-210

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of April 2007

10	Project Manager	110.00	1,100.00
30	Construction Manager	110.00	3,300.00
24	Senoir Construction Inspector	90.00	2,160.00

Jc

A/c # 227-70-7709-2080 / 7709-227

5/24/07

OK TO PAY
Jc 5/21/07

Federal Tax ID 80-0101723

TOTAL \$6,560.00

Invoice



ONWARD ENGINEERING
300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805
(714) 533-3050

RECEIVED

07 JUN -6 AM 10:24

TRANSIT DEPARTMENT

DATE	INVOICE #
6/4/2007	1099

BILL TO:

Transportation Department
12650 Imperial Hwy.
Norwalk, CA 90650
Ms. Thersa Clark

- sent to C. CONSUMI 6/13/07
- sent to S. CRODDY 6/14/07

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	BSIP 227707709-2080

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for Month of May 2007

1.5 Senior Construction Inspector
4.75 Construction Manager

90.00 135.00
110.00 522.50

A/c# 227-70-7709-2080/7709-227

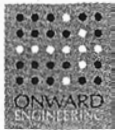
ok to pay
6/12/07

[Signature]

[Signature] 6/13/07

Federal Tax ID 80-0101723

TOTAL \$657.50



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

Invoice

RECEIVED

07 JUL 16 AM 10:39

TRANSIT DEPARTMENT

DATE	INVOICE #
7/13/2007	1109

BILL TO:

Transportation Department
 12650 Imperial Hwy.
 Norwalk, CA 90650
 Ms. Thersa Clark

CENTRAL FILE

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	227707709 - 2080

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of June 2007, Bus Stop Project (BSIP)

6	Senior Construction Inspector	90.00	540.00
20.25	Construction Manager	110.00	2,227.50
1	Project Manager	110.00	110.00

[Handwritten signature]

A/c # 227-70-7709-2080 / 7709-227

OK TO PAY *[Signature]* PO 40471

Federal Tax ID 80-0101723

TOTAL \$2,877.50

Invoice



ONWARD ENGINEERING
300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805
(714) 533-3050

RECEIVED

07 JUL 16 AM 10:39

TRANSIT DEPARTMENT

DATE	INVOICE #
7/13/2007	1109

BILL TO:

Transportation Department
12650 Imperial Hwy.
Norwalk, CA 90650
Ms. Thersa Clark

*Sent to Jim 7/19/07
Sent to Chino 7/20/07
Sent to S. Chaddy 7/24/07*

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	227707709 - 2080

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of June 2007, Bus Stop Project (BSIP)

6	Senior Construction Inspector	90.00	540.00
20.25	Construction Manager	110.00	2,227.50
1	Project Manager	110.00	110.00

X

A/c # 227-70-7709-2080 / 7709-227

OK TO PAY PO 40471

X

Federal Tax ID 80-0101723

TOTAL \$2,877.50



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

Invoice

RECEIVED
 07 AUG -9 AM 10:57
 TRANSIT DEPARTMENT

DATE	INVOICE #
8/5/2007	1111

BILL TO:

Transportation Department
 12650 Imperial Hwy.
 Norwalk, CA 90650
 Ms. Thersa Clark

COPY

Sent to Jim 8/9/07
 Sent to Chino 8/9/07
 Sent to Shirley 8/16/07

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	227707709 - 2080

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------


Invoice for the Month of July 2007, Bus Stop Project (BSIP)

✓ 16.25	Construction Manager	110.00	1,787.50
✓ 13	Senior Construction Inspector	90.00	1,170.00
✓ 1	Project Manager	110.00	110.00

A/c # 227-70-7709-2080 / 7709-227

OK TO PAY  P.O. # 40471

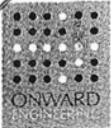
x 

x  8/10/07

Federal Tax ID 80-0101723

TOTAL \$3,067.50

Invoice



ONWARD ENGINEERING
300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805
(714) 533-3050

DATE	INVOICE #
9/8/2007	1117

BILL TO:

Transportation Department
12650 Imperial Hwy.
Norwalk, CA 90650
Ms. Thersa Clark

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	227707709 - 2080

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of August, Bus Stop Project (BSIP)

2	Project Manager	110.00	220.00 ✓
0.5	Construction Manager	110.00	55.00 ✓
8	Senoir Construction Inspector	90.00	720.00

OK TO PAY

[Signature]

[Signature]

[Signature]

Federal Tax ID 80-0101723

TOTAL \$995.00

© 2003 INTUIT INC. # 794 1-800-433-8810

Onward Engineering

300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805
Tel: (714) 533-3050

RECEIVED

11 JUL 12 AM 9:53

TRANSIT DEPARTMENT

Ms. Theresa Clark
City of Norwalk
Norwalk Transit System (NTS)
12700 Norwalk Blvd.
Norwalk, CA 90650

Invoice

Invoice Date: Jul 9, 2011
Invoice Num: 1495
Billing Through: Jun 30, 2011

Tax ID: 80-0101723

Scope of Work Preparation (Norwalk/Bus Stop/Phase 2/Item 1;) - PO#: 61473

Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
6/24/2011	D Sloan	Consulting Services	1.50	\$75.00	\$112.50
6/24/2011	M Ataya	Consulting Services	1.00	\$100.00	\$100.00
6/24/2011	P Stanton	Consulting Services	1.00	\$80.00	\$80.00

Total Services: \$292.50

Project (Norwalk/Bus Stop/Phase 2/Item 1;) Total Amount Due: \$292.50

Amount Due This Invoice: \$292.50

This invoice is due upon receipt

APPROVAL FOR PAYMENT

P.O.# 61473
ACCT.# 410-70-7749-2080 19.11340 *Project 7749-410*
DATE 7/14/11
SIGNATURE [Signature]

**AGREEMENT FOR
PROFESSIONAL SERVICES
(City of Norwalk)**

THIS AGREEMENT is made and entered into this 21 day of July, 2006, by and between the City of Norwalk, a municipal corporation ("City") and Onward Engineering, a California corporation.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide professional project management oversight for the City of Norwalk's Bus Stop Improvement Project (BSIP).

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services subject to the terms contained herein and all applicable federal, state and local laws.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

1.1 Scope of Services. Consultant shall provide project management, which includes general oversight of the installation and construction of bus stops as part of the City's Bus Stop Improvement Program and shall perform the specific services more particularly described in Exhibit E, attached hereto and incorporated herein by this reference as though set forth in full.

1.2 Personnel. Consultant 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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.3 Party Representatives. For the purposes of this Agreement, the City Representative shall be the Director of Transportation or such other person designated in writing by the Director (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Majdi Ataya, P.E. (the "Consultant Representative").

1.4 Time of Performance. Consultant shall commence the services contemplated under this Agreement immediately upon receipt of a request for such services from the City Representative and shall perform and complete each task in a timely and diligent manner and within the time period established by mutual consent of the parties.

2. Term of Agreement. The term of this Agreement shall be from July 21, 2006, through January 30, 2007, unless sooner terminated as provided in Section 13 herein.

3. Compensation. Subject to the maximum sums hereafter provided, City shall pay Consultant for the services provided pursuant to this Agreement at an hourly rate of \$110.00 per hour for all services to be performed under this Agreement. The maximum amount of compensation which Consultant shall be entitled to receive pursuant to this Agreement is Twelve Thousand dollars (\$12,000.00) for the term set forth in Section 2. Payments shall be made in accordance with the provisions of Section 4 herein. City shall not withhold applicable federal or state payroll and other required taxes, or other authorized deductions from each payment made to the Consultant. No claims for additional services performed by Consultant will be allowed unless such additional work is authorized by the City Council in writing prior to the performance of such services or the incurrence of such expenses. Any additional services authorized by the City Council shall be compensated at the same hourly rate set forth above or at such other rate as the parties mutually agree upon in writing.

4. Method of Payment.

4.1 Invoices. Not later than the fifth (5th) day of each month, Consultant shall submit to City invoices for all services performed and expenses incurred, if any, pursuant to this Agreement during the preceding month. The invoices shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked, the hourly rates charged, milestone achievements, and the services performed for each day in the period. City shall review such invoices and notify Consultant in writing within ten (10) business days of any disputed amounts.

4.2 Payment. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.

4.3 Audit of Records. At any time during regular working hours, all records, invoices, time cards, cost control sheets and other records maintained by Consultant shall be available for review and audit by the City.

5. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant. Any alteration or reuse by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such reuse.

7. Status as Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive Consultant of any and all defenses or immunities available to public officials acting in their official capacities. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation laws regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 7.

8. Confidentiality. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant to any person or entity without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

9. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. To the fullest extent permitted by law, Consultant agrees, at its sole cost and expense, to indemnify, defend and hold harmless City, and its elected and appointed officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns, from any and all liability or financial loss, including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reason of injury to persons or property arising or claimed to arise, directly or indirectly, from the willful misconduct, negligent acts, errors or omissions of Consultant, including its officers, agents, employees, subcontractors or any person employed by Consultant, in the performance of this Agreement, by executing the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit A and incorporated herein by this reference. Consultant agrees that Consultant's covenant under this Section 10 shall survive the termination of this Agreement.

11. Insurance.

11.1. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Insurance Rating Guide, and approved by City, (1) a policy or policies of broad-form commercial general liability insurance with minimum limits of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) automobile liability insurance, with minimum combined single limits coverage of \$1,000,000; (3) professional liability (errors and omissions) insurance, with minimum combined single limits coverage of \$1,000,000, on a form approved by the City Attorney; and (4) workers' compensation insurance with a minimum limit of \$1,000,000 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of Consultant's work under this Agreement.

11.2 Each insurance policy required by this Section 11 shall be endorsed as follows: (1) the insurer waives the right of subrogation against City and its officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice by insurer to CITY. The endorsement requirements set forth in this subsection shall not apply to the professional liability policy required by this Section 11.

11.3 All insurance coverages shall be confirmed by execution of endorsements on the forms attached hereto and incorporated herein as Exhibits B, C and D. Consultant is required to file the completed policy endorsements with City on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with City. The completed endorsements are subject to the approval of City. If for any reason it shall not be possible to obtain endorsements on

City's forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth on City's forms unless otherwise agreed by the City Manager.

12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

13. Termination. Either party may terminate this Agreement for any reason without penalty or obligation on thirty (30) calendar days written notice to the other party. Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties at the following addresses:

If to City: City Clerk
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5773

With a copy to: Jim Parker, Director of Transportation
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5773

If to Consultant: Majdi Ataya, P.E.
Onward Engineering
1456 W. Birchmont Dr.
Anaheim, California 92801-5829
Fax: (714) 948-8978

15. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee,

subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

16. Non-Assignability; Subcontracting. Consultant shall not assign or subcontract all or any portion of this Agreement. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

19. Liquidated Damages. Consultant and City hereby acknowledge and agree that time is of the essence in the performance by Consultant of its duties and obligations under this Agreement and, further, that in the event of a delay in the completion of the work or the delivery of the equipment, goods, services, and personnel required under the terms of this Agreement that it is or will be impracticable to determine the actual amount of the damage caused to City by such delay. It is therefore agreed by each party hereto that Consultant shall pay to City the sum of one hundred fifty dollars (\$150) for each working day's delay in the delivery, performance and/or acceptance of work set forth in the Agreement beyond any agreed upon timeline or due date, or any authorized extension thereto.

20. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

22. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated

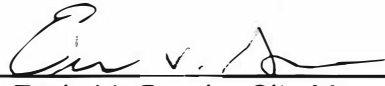
agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF NORWALK

By: 
Ernie V. Garcia, City Manager

ATTEST:

By: 
City Clerk Theresa Devoy

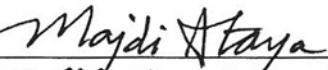
APPROVED AS TO FORM:

By: _____
Steven L. Dorsey, City Attorney

CONSULTANT

Onward Engineering

By: 
Name: Majdi Ataya, P.E.
Title: PRESIDENT

By: 
Name: MAJDI ATAYA
Title: TREASURES

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: Professional Services Agreement

Onward Engineering

Indemnitor(s) (*list all names*):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name Majdi Ataya, P. E.

Name MAJDI ATAYA

By: Majdi Ataya
Title: PRESIDENT

By: Majdi Ataya
Title: TREASURER

**ADDITIONAL INSURED ENDORSEMENT
COMMERCIAL GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes

liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| <input type="checkbox"/> General Liability Endorsement | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (____) _____

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes

liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or

permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

- Following Form
- Umbrella Liability
- _____

11. Applicable underlying coverages:

INSURANCE COMPANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

EXHIBIT E
CITY OF NORWALK
PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

Bus Stop Improvement Project
Project Management

1.0 Purpose

The purpose of this informal solicitation is for a Project Manager to provide general oversight on the installation and construction of bus stops in the City of Norwalk as an extension of the Norwalk Transit System (NTS) staff.

2.0 Responsibilities

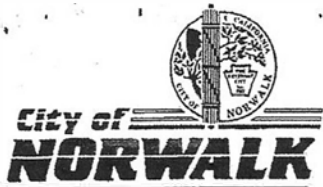
The Project Manager will be responsible for:

- Ensure Contractor meets all Federal Transit Administration (FTA) requirements.
- Review of Construction Management Plan from contractor with the Construction Manager (CM) on a weekly basis.
- Ensure adherence to the Critical Path Method or Bar Chart schedule which shows milestone dates that had been prepared by the CM.
- Act as NTS representative in weekly job progress meetings between the Construction Manager and the Contractor to review logistics, safety and schedule conformance.
- Approve and track all payment requests submitted by Contractor and forward to Director of Transportation for final approval.
- Approve change order proposals for purpose, validity, and cost and process as required.
- Coordinate with other City departments to facilitate the project as necessary.
- Organize all required closeout documents (warranty documents, as-built drawings, keys, surety releases, maintenance manuals, lien waivers etc.) assembled by CM.
- Provide written weekly progress reports to Director of Transportation, and prepare other staff report as directed.
- Perform final inspection with CM and Contractor.

CONTRACTED SERVICES

La Canada Design Group Inc.

(Purchase Orders, Pentamation Payment Reports,
Invoices, Agreement for Architectural Services)



PURCHASING DIVISION
 12700 Norwalk Blvd., Room 6
 Norwalk, CA 90650
 Phone/Fax No. 562-929-5712/562-929-5966

For prompt payment please send all invoices in duplicate to the business office at this address.

ACCOUNTS PAYABLE DIVISION
 PO BOX 1030
 Norwalk, CA 90651-1030

PURCHASE ORDER NO.
30759
Page No.
1
<i>The PO number must appear on all invoices, packages, packing slips, and correspondence concerning this order.</i>

V
E
N
D
O
R
 54856
 LA CANADA DESIGN GROUP INC
 630 N ROSEMEAD BL STE 400
 PASADENA CA 91107

S
H
I
P
 T
O
 TRANSPORTATION DEPT
 12650 IMPERIAL HWY, 3RD FLOOR
 NORWALK, CA 90650
 ATTN: NATASHA

ORDER DATE: 01/27/05	BUYER: JS	REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: R#23283/BUS STOP	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	ARCHITECT PLANNING AND DESIGN SERVICES FOR BUS STOP IMPROVEMENT	81593.0000	81,593.00

RECEIVED
 04 JAN 31 PM 4:02
 TRANSPORT DEPARTMENT

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	81,593.00
01	710454501 3893	75,000.00	11.92.02	TOTAL \$	81,593.00
01	710454501 3893	6,593.00	9.113210		

Christine Roberto
 Administrative Services Manager

I hereby certify that I have received, weighed, counted, or measured the articles stated above. The quantities and qualities are correctly stated and are accurately listed. Signature below authorizes payment of this Purchase Order.

2/2/05
 Date Signature

Receiving Copy

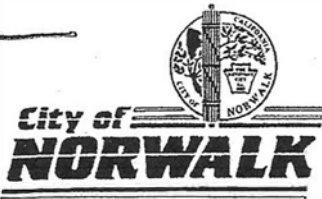
SPI - FUND ACCOUNTING
 DATE: 08/17/11
 TIME: 13:41:19

CITY OF NORWALK
 VENDOR PAYMENT HISTORY

PAGE NUMBER: 1
 ACCTPA31

SELECTION CRITERIA: transact.enc_no="30759"

-----VENDOR-----	INVOICE PURCHASE OR	1099 P/F	CHECK DATE	NO	BUDGET UNIT SUB-PROJECT	-----DESCRIPTION-----	SALES TAX	AMOUNT
54856	LA CANADA DESIGN GROUP	30759	M		710454501-3893	ARCHITECT PLANNING AND		
		6625	F		1.119-00-3893	30759		
54856	LA CANADA DESIGN GROUP	30759	M		710454501-3893	CONTRACT SVC/TRANSIT	0.00	15357.26
		6625	P		1.119-00-3893	PY0830WR		
54856	LA CANADA DESIGN GROUP	30759	M		710454501-3893	CONTRACT SVC/TRANSIT	0.00	-15357.26
		6553	P		1.119-00-3893	PY0830WR		
54856	LA CANADA DESIGN GROUP	30759	M	25637	710454501-3893	CONTRACT SVC/TRANSIT	0.00	33385.27
		6578	P	02/22/05	11.92.02-3893	0222WR		
54856	LA CANADA DESIGN GROUP	30759	M	26532	710454501-3893	CONTRACT SVC/TRANSIT	0.00	796.09
		6625	P	03/29/05	11.92.02-3893	0329WR		
54856	LA CANADA DESIGN GROUP	30759	M	30785	710454501-3893	CONTRACT SVC/TRANSIT	0.00	15357.26
		6559-R	P	08/19/05	1.119-00-3893	PY0830WR		
54856	LA CANADA DESIGN GROUP	30759	M	31534	710454501-3893	CONTRACT SVC/TRANSIT	0.00	3846.20
		6612	P	09/13/05	1.119-00-3893	PY0913WR		
54856	LA CANADA DESIGN GROUP	30759	M	31534	710454501-3893	CONTRACT SVC/TRANSIT	0.00	2655.91
		6612	P	09/13/05	1.119-00-3893	PY0913WR		
TOTAL VENDOR							0.00	56040.73
TOTAL REPORT							0.00	56040.73



PURCHASING DIVISION
 12700 Norwalk Blvd., Room 6
 Norwalk, CA 90650
 Phone/Fax No. 562-929-5712/562-929-5966

For prompt payment please send all invoices in duplicate to the business office at this address.

ACCOUNTS PAYABLE DIVISION
 PO BOX 1030
 Norwalk, CA 90651-1030

PURCHASE ORDER NO.

35554

Page No.

1

The PO number must appear on all invoices, packages, packing slips, and correspondence concerning this order.

VENDOR
 54856
 LA CANADA DESIGN GROUP INC
 630 N ROSEMEAD BL STE 400
 PASADENA CA 91107

SHIP TO
 TRANSPORTATION DEPT
 12650 IMPERIAL HWY, 3RD FLOOR
 NORWALK, CA 90650
 ATTN: NATASHA D.

ORDER DATE: 07/01/05 BUYER: DM REQ. NO.: 0 REQ. DATE:

TERMS: NET 30 DAYS F.O.B.: DESTINATION DESC.: R6317 CARRYOVER 30759

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	ARCHITECT PLANNING AND DESIGN SERVICES FOR BUS STOP IMPROVEMENT. FOR FY 05/06 CARRYOVER FROM PO-30759	32054.3800	32,054.38

RECEIVED
 05 SEP 19 AM 11:51
 PUBLIC WORKS DEPARTMENT

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	32,054.38
01	710454501 3893	32,054.38	1.119-00	TOTAL \$	32,054.38

Christine Rivera
 Administrative Services Manager

I hereby certify that I have received, weighed, counted, or measured the articles stated above. The quantities and qualities are correctly stated and are accurately listed. Signature below authorizes payment of this Purchase Order.

9/24/05
 Date Signature

Receiving Copy
 418

SPI - FUND ACCOUNTING
 DATE: 08/17/11
 TIME: 13:42:04

CITY OF NORWALK
 VENDOR PAYMENT HISTORY

PAGE NUMBER: 1
 ACCTPA31

SELECTION CRITERIA: transact.enc_no="35554"

-----VENDOR-----	INVOICE PURCHASE OR	1099 P/F	CHECK NO DATE	BUDGET UNIT SUB-PROJECT	-----DESCRIPTION-----	SALES TAX	AMOUNT
54856	LA CANADA DESIGN GROUP	6633	M 32008	710454501-3893	CONTRACT SVC/ TRANSIT	0.00	7438.13
		35554	P 09/27/05	1.119-00-3893	0927WR		
		6666	M 33645	710454501-3893	CONTRACT SVC/TRANSIT	0.00	2095.00
54856	LA CANADA DESIGN GROUP	35554	P 11/29/05	1.119-00-3893	1129WRA		
		6667	M 34631	710454501-3893	CONTRACT SVC/TRANSIT	0.00	4185.42
54856	LA CANADA DESIGN GROUP	35554	P 01/10/06	1.119-00-3893	0110WRA		
		6694	M 34631	710454501-3893	CONTRACT SVC/TRANSIT	0.00	2244.24
54856	LA CANADA DESIGN GROUP	35554	P 01/10/06	1.119-00-3893	0110WRA		
		6694R	M 35576	710454501-3893	CONTRACT SVC/TRANSIT	0.00	152.74
54856	LA CANADA DESIGN GROUP	35554	P 02/14/06	1.119-00-3893	0214WRG		
		6696R	M 35576	710454501-3893	CONTRACT SVC/TRANSIT	0.00	2875.36
54856	LA CANADA DESIGN GROUP	35554	P 02/14/06	1.119-00-3893	0214WRG		
		6633-6633R	M 37878	710454501-3893	CONTRACT SVC/TRANSIT	0.00	-3180.00
54856	LA CANADA DESIGN GROUP	35554	P 04/27/06	1.119-00-3893	0427PPD		
		6650	M 37878	710454501-3893	CONTRACT SVC/TRANSIT	0.00	19107.72
54856	LA CANADA DESIGN GROUP	35554	P 04/27/06	1.119-00-3893	0427PPD		
		6694-6694R	M 37878	710454501-3893	CONTRACT SVC/TRANSIT	0.00	-152.74
54856	LA CANADA DESIGN GROUP	35554	P 04/27/06	1.119-00-3893	0427PPD		
		6761	M 39569	710454501-3893	BUS STOP BIDDING ASST	0.00	768.06
54856	LA CANADA DESIGN GROUP	35554	P 06/29/06	1.119-00-3893	0612WR		
		6784	M 40428	710454501-3893	CONTRACT SVC/TRANSIT	0.00	234.03
54856	LA CANADA DESIGN GROUP	35554	F 07/27/06	1.119-00-3893	PY0724WR		
TOTAL VENDOR						0.00	35767.96
TOTAL REPORT						0.00	35767.96

FINAL INVOICE



LA CAÑADA DESIGN GROUP
ARCHITECTURE . PLANNING . INTERIORS

June 30, 2006

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

CENTRAL FILE

Invoice No: 6784
Project No: 0459

Re: Norwalk Transit – Bus Stop Improvements Project – Landmark Stops

For professional services rendered for the period June 1, 2006 to June 30, 2006

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	100.00%	41,830.00	41,830.00	0.00
Bidding Assist	880.00	100.00%	880.00	660.00	220.00
Design Survey	4,370.00	100.00%	4,370.00	4,370.00	0.00
Additional Services #2	1,000.00	100.00%	1,000.00	1,000.00	0.00
Additional Services #3	3,535.00	100% T&M	1,875.00	1,875.00	0.00
Total Fixed Fee	88,798.00		87,138.00	86,918.00	220.00

Reimbursable Expenses

In House Copier	14.03
Total Reimbursable Expenses	14.03

Total Amount Due \$234.03

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird
Lance Bird, FAIA
Chairman, La Canada Design Group

[Signature]
P.O. # 35554
Acct. #: 710-45-4501-3892-4511

RECEIVED
 06 JUL -7 PM 4: 25
 TRANSIT DEPARTMENT

Encl. Time/Expenses by Project Report



May 31, 2006

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

CENTRAL FILE

Invoice No: 6761
Project No: 0459

RECEIVED
06 JUN -5 AM
TRANSIT DEPART

Re: Norwalk Transit – Bus Stop Improvements Project – Landmark Stops

For professional services rendered for the period January 1, 2006 to May 31, 2006

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	100.00%	41,830.00	41,830.00	0.00
Bidding Assist	880.00	75.00%	660.00	0.00	660.00
Design Survey	4,370.00	100.00%	4,370.00	4,370.00	0.00
Additional Services #2	1,000.00	100.00%	1,000.00	1,000.00	0.00
Additional Services #3	3,535.00	100% T&M	1,875.00	1,875.00	0.00
Total Fixed Fee	88,798.00		86,918.00	86,258.00	660.00

Reimbursable Expenses

California Overnight	30.00
Ford Graphics	2.42
In House Copier	0.71
Lance Bird	27.63
Reliable Graphics, Inc.	47.30
Total Reimbursable Expenses	108.06

Total Amount Due

\$768.06

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

*OK to pay
P.O. # 35554*

OK to process for payment



06 JAN 17 PM 5:00

January 3, 2006

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6696R
Project No: 0459

CENTRAL FILE

Re: Norwalk Transit

For professional services rendered for the period December 16, 2005 to December 31, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	95.00%	39,738.50	39,738.50	0.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
A/S #2	1,000.00	100.00%	1,000.00	0.00	1,000.00
Supplemental A/S #3	3,535.00	100% T&M	1,875.00	0.00	1,875.00
Total Fixed Fee	84,428.00		79,796.50	76,921.50	2,875.00

Reimbursable Expenses

Ford Graphics	<u>.36</u>
Total Reimbursable Expenses	\$0.36

Invoice Total	\$2,875.36
----------------------	-------------------

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird, FAIA
Chairman, La Canada Design Group

p.o. # 35554 / Rec # 6317
 Acct. # 710-45-4501/3892/4511/1.119.00
 DATE: 1/30/06
 SIGNATURE:
 O.K. TO PROCESS FOR PAYMENT - AB



December 15, 2005

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6694
Project No: 0459

RECEIVED
05 DEC 15 AM 11:50
TRANSIT DEPARTMENT

Re: Norwalk Transit – Bus Stop Improvements Project – Landmark Stops

For professional services rendered for the period November 1, 2005 to December 15, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	100.00%	41,830.00	39,738.50	2,091.50
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		79,013.00	76,921.50	2,091.50

Reimbursable Expenses

California Overnight	17.00
Ford Graphics	5.55
Reliable Graphics, Inc.	98.96
Robert K. Lawson	31.23
Total Reimbursable Expenses	152.74

[Handwritten signature]
710-45-4500-3892-4511
PO# 35554

Invoice Total

\$2,244.24

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

[Handwritten signature]
12.18.05

Review by:

[Handwritten signature: Lance Bird]

Lance Bird, FAIA
Chairman, La Canada Design Group



06 JAN 17 PM 5:00

December 15, 2005

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6694R
Project No: 0459

CENTRAL FILE

Re: Norwalk Transit – Bus Stop Improvements Project – Landmark Stops

For professional services rendered for the period November 1, 2005 to December 15, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	95.00%	39,738.50	39,738.50	0.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		76,921.50	76,921.50	0.00

Reimbursable Expenses

California Overnight	17.00
Ford Graphics	5.55
Reliable Graphics, Inc.	98.96
Robert K. Lawson	31.23
Total Reimbursable Expenses	152.74

Invoice Total \$152.74

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

P.O.#: 35534 / Req# 0317
 Acct.#: 710-454501-3892 / 4511/1.119.00
 Date: 1/30/06
 SIGNATURE: *[Signature]*
 O.K. TO PROCESS FOR PAYMENT



LA CAÑADA DESIGN GROUP
ARCHITECTURE . PLANNING . INTERIORS

November 3, 2005
Invoice No: 6667
Project No: 0459

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

CENTRAL FILE

Re: Norwalk Transit

For professional services rendered for the period October 1, 2005 to October 31, 2005

RECEIVED
05 NOV -7 AM 11:27
TRANSIT DEPARTMENT

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	95.00%	39,738.50	35,555.50	4,183.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		76,921.50	72,738.50	4,183.00

Reimbursable Expenses

Ford Graphics	2.42
Total Reimbursable Expenses	2.42

Invoice Total \$4,185.42

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

AD. 11.09.05.

P.O. # 35554 / Rec # 6317
 Acc't. # : 71045-4501-3892-4511
 DATE :
 Signature: *[Signature]*



LA CAÑADA DESIGN GROUP
ARCHITECTURE . PLANNING . INTERIORS

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

RECEIVED
05 OCT 26 AM 10:05
TRANSIT DEPARTMENT

October 14, 2005
Invoice No: 6666
Project No: 0459

Re: Norwalk Transit

For professional services rendered for the period September 1, 2005 to September 30, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	85.00%	35,555.50	33,464.00	2,091.50
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		72,738.50	70,647.00	2,091.50

Reimbursable Expenses

Ford Graphics	3.50
Total Reimbursable Expenses	3.50

Invoice Total \$2,095.00

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

p.o. # 35554 / Req # 6317
Acct # 710-45-4501-3892 / 4511 / 1,119.00
Date: 10/26/05
Signature:

Lance Bird, FAIA
Chairman, La Canada Design Group

AD. OK. to pay.



LA CAÑADA DESIGN GROUP
ARCHITECTURE . PLANNING . INTERIORS
July 29, 2005

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6633
Project No: 0459

CENTRAL FILE

Re: Norwalk Transit

For professional services rendered for the period July 1, 2005 to July 29, 2005

RECEIVED
05 AUG - 8 PM 1:58
TRANSIT DEPARTMENT

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Billing
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	35.00%	14,640.50	7,277.50	7,363.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		51,823.50	44,460.50	7,363.00

Reimbursable Expenses

California Overnight	16.38
Ford Graphics	3.03
In House Postage	0.95
Reliable Graphics, Inc.	54.77
Total Reimbursable Expenses	75.13

Invoice Total

\$7,438.13

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

P.O.#: 30759

Acct #: 710-45-4501-3893/4512/11.92.02

DATE:

[Signature]



LA CANADA DESIGN GROUP
ARCHITECTURE . PLANNING . INTERIORS

June 30, 2005
Invoice No: 6625
Project No: 0459

RECEIVED
05 JUL 13 AM 11:
TRANSIT DEPARTMI

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Re: Norwalk Transit

For professional services rendered for the period June 1, 2005 to June 30, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	25.00%	10,457.50	0.00	10,457.50
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		47,640.50	37,183.00	10,457.50

Mollenhauer Group (Design Survey)	4,370.00
Total Consultant Expenses	4,370.00

Reimbursable Expenses

American Empire Courier, Inc.	107.53
Ford Graphics	1.82
In House Postage	0.95
Lance Bird (Mileage)	25.15
Mollenhauer Group	87.08
Reliable Graphics, Inc.	303.50
Robert K. Lawson (Mileage)	3.73
Total Reimbursable Expenses	529.76

Invoice Total

\$15,357.26

P.O. # 30759
ACCT. #: 71045-4501-3884/4514 11.92.02

O.K. (Reviewed by Engineering)



August 31, 2005

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6650
Project No: 0459

Re: Norwalk Transit – Bus Stop Improvements Project – Landmark Stops

For professional services rendered for the period August 1, 2005 to August 31, 2005

Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	6,070.00	0.00
Const Docs	41,830.00	80.00%	33,464.00	14,640.50	18,823.50
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	79,893.00		70,647.00	51,823.50	18,823.50

Reimbursable Expenses

Ford Graphics	7.37
Lance Bird	25.15
Reliable Graphics, Inc.	163.71
Robert K. Lawson	87.99
Total Reimbursable Expenses	284.22

Invoice Total

Deduct overpayment from Invoice #6633
\$19,107.72
 3,180.00
 \$15,927.72

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

*OK to pay.
P.O. # 35554. JLB*

OK to proceed for payment.



LA CAÑADA DESIGN GROUP
ARCHITECTURE . PLANNING . INTERIORS

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

February 28, 2005
Invoice No: 6578
Project No: 0459

RECEIVED
05 MAR - 9 AM 10: 25
TRANSIT DEPARTMENT

Re: Norwalk Transit

For professional services rendered for the period February 1, 2005 to February 28, 2005


Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	100.00%	6,070.00	5,463.00	607.00
Const Docs	27,680.00	0.00%	0.00	0.00	0.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	65,743.00		37,183.00	36,576.00	607.00

Reimbursable Expenses

American Empire Courier, Inc.	130.41
California Overnight	29.11
Ford Graphics	19.31
In House Postage	10.26
Total Reimbursable Expenses	189.09


Invoice Total

\$796.09

X 
PO# 30759
710-45-4501-3884/4514
11.92.02

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Natasha D Chrowski 02.09.05  - O.K.

ROYLANCE LEE BIRD JR, ARCHITECT FAIA MICHAEL EDWARD SHEA, ARCHITECT AIA VERONICA ROMERO WEST, ARCHITECT AIA
630 NORTH ROSEMEAD BOULEVARD, SUITE 400, PASADENA, CALIFORNIA 91107 626.351.4301 FAX: 626.351.4302 WWW.LCDG.COM

CENTRAL FILE



LA CAÑADA DESIGN GROUP
ARCHITECTURE . PLANNING . INTERIORS
May 31, 2005

City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

Invoice No: 6559-R
Project No: 0459

Re: Norwalk Transit

For professional services rendered for the period January 1, 2005 to february 28, 2005



Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	4,413.00	0.00
Concept Drawing	15,990.00	100.00%	15,990.00	15,990.00	0.00
Final Design	10,710.00	100.00%	10,710.00	10,710.00	0.00
Master Plan	6,070.00	90.00%	5,463.00	2,731.50	2,731.50
Const Docs	27,680.00	0.00%	0.00	0.00	0.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	65,743.00		36,576.00	33,237.50	2,731.50

Reimbursable Expenses

California Overnight	13.81
Ford Graphics	53.12
Reliable Graphics, Inc.	1,000.57
Robert K. Lawson	47.20

Total Reimbursable Expenses 1,114.70

Reimbursable Expenses Billed-to-date: \$ 1,451.56

Remaining balance: \$ 328.44

Invoice Total

\$3,846.20

O.K.
[Signature]
08-24-05

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Review by:

Lance Bird

Lance Bird, FAIA
Chairman, La Canada Design Group

p.o. # 30759 (Rea # 23283)
Acct. # : 71045-450-3893-4512/11.92.02
Date: *[Signature]*

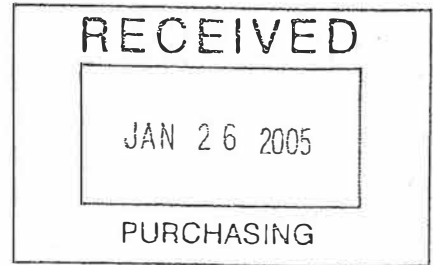


City of Norwalk
12700 Norwalk Blvd.
Norwalk, CA 90650
Attn: Mr. James C. Parker

RECEIVED
December 31, 2004
Invoice No: 6553
Project No: 0459
JAN 13 AM 10:56
TRANSIT DEPARTMENT

Re: Norwalk Transit

For professional services rendered for the period to December 31, 2004



Description	Contract Amount	% Work To Date	Amount Billed	Previous Billed	This Inv Billed
Pre-Design	4,413.00	100.00%	4,413.00	0.00	4,413.00
Concept Drawing	15,990.00	100.00%	15,990.00	0.00	15,990.00
Final Design	10,710.00	100.00%	10,710.00	0.00	10,710.00
Master Plan	6,070.00	35.00%	2,124.50	0.00	2,124.50
Const Docs	27,680.00	0.00%	0.00	0.00	0.00
Bidding Assist	880.00	0.00%	0.00	0.00	0.00
Total Fixed Fee	65,743.00		33,237.50	0.00	33,237.50

Reimbursable Expenses

Ford Graphics	45.76
Lance Bird	21.11
Lourdes M. Bloom	22.77
Reliable Graphics, Inc.	10.93
Robert K. Lawson	47.20
Total Reimbursable Expenses	147.77


Invoice Total

\$33,385.27

P.O. # / Req. 23283
ACCT # 710-45-4501-3893/4512/11-92.02
X [Signature]

O.K. to pay [Signature] 01.20.05

Full invoice amount is due and payable within 30 calendar days from invoice date. Any amount not paid within 31 calendar days from invoice date is subject to FINANCE CHARGES of 1.25% per month.

Claim for Payment Pursuant to Government Code Section 17561 MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES			For State Controller Use Only	
			(19) Program Number: 000314	Program
			(20) Date Filed ___/___/___	314
			(21) LRS Input ___/___/___	
(01) Claimant Identification Number 9819590				
(02) Claimant Name City of Norwalk			(22) FORM-1 (04)(A)(1)(g)	
Mailing Address P.O. Box 1030				
Street Address or P.O. Box			(23) FORM-1 (04)(A)(2)(g)	
City Norwalk				
State CA Zip Code 90651			(24) FORM-1 (04)(A)(3)(g)	
Type of Claim	Estimated Claim	Reimbursement Claim	(25) FORM-1 (04)(A)(4)(g)	
	(03) Estimated <input type="checkbox"/>	(09) Reimbursement <input checked="" type="checkbox"/>	(26) FORM-1 (04)(A)(5)(g)	3,681
	(04) Combined <input type="checkbox"/>	(10) Combined <input type="checkbox"/>	(27) FORM-1,(06)	12,883
	(05) Amended <input type="checkbox"/>	(11) Amended <input type="checkbox"/>	(28) FORM-1,(07)	86,831
Fiscal Year of Cost	(06)	(12) 2007-08	(29) FORM-1,(08)	10
Total Claimed	(07)	(13) \$90,649	(30) FORM-1,(11)	
Less: 10% Late Penalty, but not to exceed \$1,000 (if applicable)		(14)	(32) FORM-1,(12)	
Less: Estimated Claim Payment Received		(15)		
Net Claimed Amount		(16) \$90,649	(33)	
Due from State	(08)	(17) \$90,649	(34)	
Due to State	(09)	(18)		
(38) CERTIFICATION OF CLAIM				
<p>In accordance with the provisions of Government Code 17561, I certify that I am the person authorized by the local agency to file claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Government Code Sections 1090 to 1098, inclusive.</p> <p>I further certify that there was no application for nor any grant or payment received, other than from the claimant, for reimbursement of costs claimed herein; and such costs are for a new program or increased level of services of an existing program. All offsetting savings and reimbursements set forth in the Parameters and Guidelines are identified, and all costs claimed are supported by source documents currently maintained by the claimant.</p> <p>The amount for Estimated Claim and/or Reimbursement Claim are hereby claimed from the State for payment of estimated and/or actual costs set forth on the attached statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p>				
Signature of Authorized Representative				
		Date Signed	9/26/2011	
Jana Stuard		Telephone Number	(562) 929-5748	
Finance Director		Email Address	Jstuard@ci.norwalk.ca.us	
Name of Contact Person for Claim		Telephone Number	E-Mail Address	
Annette S. Chinn (CRS)		(916) 939-7901	AChinnCRS@aol.com	

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
CLAIM SUMMARY**

**Prog 314
FORM
1**

(01) Claimant City of Norwalk	(02) Type of Claim Reimbursement <input checked="" type="checkbox"/> Estimated <input type="checkbox"/>	Fiscal Year 2007-08 <small>(see FAM-27 for estimate)</small>
---	--	---

Claim Statistics

(03) Department	Public Works
-----------------	--------------

Direct Costs	Object Accounts					
(04) Reimbursable Activities	(a) Salaries	(b) Benefits	(c) Materials and Supplies	(d) Contract Services	(e) Fixed Assets	(g) Total

A. ONE-TIME ACTIVITIES						
1. ID of locations that are required to have receptacle						
2. Select/Eval./& preparation of specs and drawings						
3. Prep of contract specs, review process/award bid						
4. Purchase or construct and install receptacle & pad						
5. Move/restore at old locations & install at new locations	\$1,359	\$613		\$1,709		\$3,681
(05) Total Direct Costs	\$1,359	\$613		\$1,709		\$3,681

B. ON GOING ACTIVITY: Maintain Trash Receptacles and Pads	
(06) Annual number of trash collections	12883
(07) Total Ongoing Costs (Line (06) x RRM rate)	\$86,831

Indirect Costs	
(08) Indirect Cost Rate (applied to salaries) <small>(from ICRP) (Applied to Salaries)</small>	10.0%
(09) Total Indirect Costs <small>Line (06) x line (05)(a) or line(06) x [line (05)(a) + line(05)(b)]</small>	\$136
(10) Total Direct and Indirect Costs <small>Line (05)(d) + line (07)</small>	\$90,649

Cost Reductions	
(11) Less: Offsetting Savings, if applicable	
(12) Less: Other Reimbursements, if applicable	
(13) Total Claimed Amount <small>Line (08)- (line(09) + Line(10))</small>	\$90,649

Program

314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: City of Norwalk **(02) Fiscal Year Costs Were Incurred:** 2007-08

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | | | |
|--------------------------|---|-------------------------------------|--|
| <input type="checkbox"/> | ID locations that are required to have a trash receptacle | <input type="checkbox"/> | Purchase or construct/install receptacles and pads |
| <input type="checkbox"/> | Select/eval. & prep of specifications & drawings | <input checked="" type="checkbox"/> | Move/restore at old location and install at new location |
| <input type="checkbox"/> | Prep of contracts/specs review, process, award bid... | | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u><i>Delfino Consunji, City Engineer</i></u>	\$56.45	45.1%	17.20	\$971	\$438				\$1,409
<u><i>Theresa Clark, Manager of Strategic Planning & Admin</i></u>	\$45.18	45.0%	8.60	\$389	\$175				\$563
<u><i>Susan Chow, Contract Employee</i></u>							\$446		
<u><i>Onward Engineering</i></u>							\$1,263		
Moved receptacles and pads to reflect changes in transit stops, including costs or removal and restoration of property at former receptacle location and installation at new location. (Final billings from last years large project)									
(05) Total			25.80	\$1,359	\$613		\$1,709		\$1,972

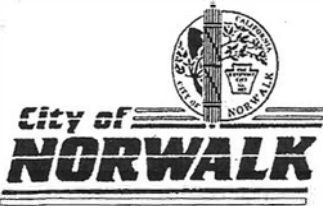
07-08

CONTRACTED SERVICES

Onward Engineering

(Purchase Order, Pentamation Payment Report, Invoices,
Agreement for Professional Services)

\$ 1263



PURCHASING DIVISION
 12700 Norwalk Blvd., Room 6
 Norwalk, CA 90650
 Phone/Fax No. 562-929-5712/562-929-5966

For prompt payment please send all invoices in duplicate to the business office at this address.

ACCOUNTS PAYABLE DIVISION
 PO BOX 1030
 Norwalk, CA 90651-1030

PURCHASE ORDER NO.

40471

Page No.

1

The PO number must appear on all invoices, packages, packing slips, and correspondence concerning this order.

VENDOR
 57563
 ONWARD ENGINEERING
 300 S HARBOR BLVD
 SUITE 814
 ANAHEIM CA 92805

SHIP TO
 TRANSPORTATION DEPT
 12650 IMPERIAL HWY, 3RD FLOOR
 NORWALK, CA 90650
 ATTN: S CHOW

ORDER DATE: 08/22/06		BUYER: JS		REQ. NO.: 0	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: DESTINATION		DESC.: R#6429/\$12,000.00	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	BSIP PROJECT MGMT PER AGREEMENT DATED JULY 21, 2006.	12000.0000	12,000.00
02	1.00	LOT	INCREASE ON BSIP PROJECT MGMT AGREEMENT APPROVED BY CITY COUNCIL 05-01-07.	44000.0000	44,000.00
RECEIVED 07 MAY 10 AM 11:25 TRANSPORT DEPARTMENT					
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$ 56,000.00	
01	210707709 2080	12,000.00	7709-210	TOTAL \$ 56,000.00	
02	227707709 2080	44,000.00	7709-227		
				I hereby certify that I have received, weighed, counted, or measured the articles stated above. The quantities and qualities are correctly stated and are accurately listed. Signature below authorizes payment of this Purchase Order.	
				5/11/07 Date Signature	

Receiving Copy

SPI - FUND ACCOUNTING
 DATE: 08/17/11
 TIME: 13:05:34

CITY OF NORWALK
 VENDOR PAYMENT HISTORY

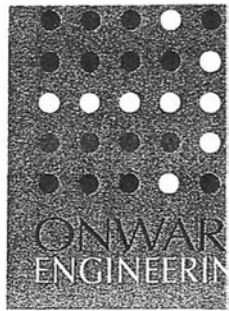
PAGE NUMBER: 1
 ACCTPA31

SELECTION CRITERIA: transact.enc_no="40471"

-----VENDOR-----	INVOICE PURCHASE	1099 OR	CHECK P/F	NO DATE	BUDGET SUB-PROJECT	UNIT	-----DESCRIPTION-----	SALES TAX	AMOUNT
57563 ONWARD ENGINEERING	40471		M		227707709-2080		INCREASE ON BSIP PROJEC		
			F		7709-227-2080		40471		
			M		210707709-2080		BSIP PROJECT MGMT PER A		
57563 ONWARD ENGINEERING	40471		F		7709-210-2080		40471		
	1061		M	42714	210707709-2080		BSIP PROJECT MGMT PER A	0.00	1925.00
57563 ONWARD ENGINEERING	40471		P	10/03/06	7709-210-2080		0927WR		
	1063		M	43385	210707709-2080		BUS STOP PROJECT	0.00	1980.00
57563 ONWARD ENGINEERING	40471		P	10/24/06	7709-210-2080		1010WR		
	1067		M	44579	210707709-2080		BUS STOP IMPROVEMENT	0.00	3190.00
57563 ONWARD ENGINEERING	40471		P	11/30/06	7709-210-2080		1127WR		
	1071		M	45579	210707709-2080		BUS STOP PROJ/NOV 06	0.00	2200.00
57563 ONWARD ENGINEERING	40471		P	01/02/07	7709-210-2080		1222WRA		
	1072		M	46282	210707709-2080		BSIP PROJECT MGMT PER A	0.00	2145.00
57563 ONWARD ENGINEERING	40471		P	01/25/07	7709-210-2080		0116WRA		
	1080		M	47947	210707709-2080		BUS STOP IMPROVE PROJ	0.00	3080.00
57563 ONWARD ENGINEERING	40471		P	03/20/07	7709-210-2080		0316PPDB		
	1084		M	49697	227707709-2080		BSIP PROJ/FEB 07	0.00	8750.00
57563 ONWARD ENGINEERING	40471		P	05/10/07	7709-227-2080		0509PPD		
	1088		M	49697	227707709-2080		BSIP PROJ/MAR 07	0.00	19715.00
57563 ONWARD ENGINEERING	40471		P	05/10/07	7709-227-2080		0509PPD		
	1097		M	50633	227707709-2080		BSIP PROJECT/APR 07	0.00	6560.00
57563 ONWARD ENGINEERING	40471		P	06/07/07	7709-227-2080		0605WR		
	1099		M	51698	227707709-2080		BSIP PROJ/MAY 07	0.00	657.50
57563 ONWARD ENGINEERING	40471		P	07/10/07	7709-227-2080		PY0706WR		
	1109		M	52620	227707709-2080		BSIP PROJ/JUN 07	0.00	2877.50
57563 ONWARD ENGINEERING	40471		P	08/02/07	7709-227-2080		PY0713WR		
	1111		M	54000	227707709-2080		BSIP/JUL 07	0.00	3067.50
57563 ONWARD ENGINEERING	40471		P	09/11/07	7709-227-2080		0911PPD		
	1117		M	54805	227707709-2080		BSIP PROJ/AUG 07	0.00	995.00
57563 ONWARD ENGINEERING	40471		P	10/02/07	7709-227-2080		0925WR		
TOTAL VENDOR								0.00	57142.50
TOTAL REPORT								0.00	57142.50

Onward Engineering

1456 W. Birchmont Drive
 Anaheim, CA 92801-5829
 USA



Bill To
Transportation Department 12650 Imperial Hwy., 3rd Floor Norwalk, CA 90650 Ms. Susan Chow

Invoice #	P.O. No.
1061	40471

Invoice

Date of Invoice	Terms
9/7/2006	Net 30

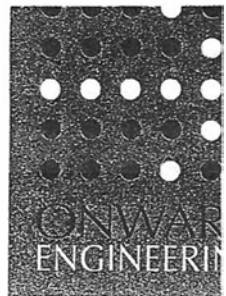
Item	Description	Qty	Rate	Amount
7709-210	Invoice for the Month of August Bus Stop Improvement Project - Project Manager Account 210707709 2080	17.5	110.00	1,925.00
<i>X [Signature] Me</i> <i>OK to pay</i> <i>210-70-7709-2080/7709-210</i>				

Thank you for your business.

Balance Due	\$1,925.00
--------------------	-------------------

Onward Engineering

1456 W. Birchmont Drive
 Anaheim, CA 92801-5829
 USA



COPY

Bill To
Transportation Department 12650 Imperial Hwy., 3rd Floor Norwalk, CA 90650 Ms. Susan Chow

Invoice #	P.O. No.
1063	40471

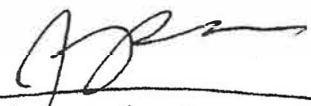
Invoice

Date of Invoice	Terms
10/1/2006	Net 30

Item	Description	Qty	Rate	Amount
7709-210	Invoice for the Month of September 2006 Bus Stop Improvement Project Account 210707709 2080	18	110.00	1,980.00

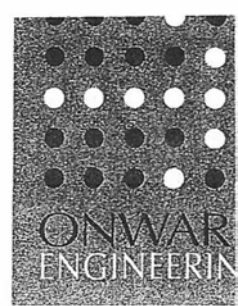
Thank you for your business.

Balance Due	\$1,980.00
--------------------	------------

X: 
 Approved to pay P.O. #40471

Onward Engineering

1456 W. Birchmont Drive
 Anaheim, CA 92801-5829
 USA



Bill To
Transportation Department 12650 Imperial Hwy., 3rd Floor Norwalk, CA 90650 Ms. Susan Chow

Invoice #	P.O. No.
1067	40471



Invoice

Date of Invoice	Terms
11/4/2006	Net 15

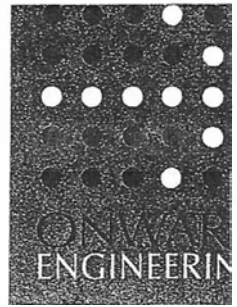
Item	Description	Qty	Rate	Amount
7709-210	Invoice for the Month of October Bus Stop Improvement Project Account 210707709 2080	29	110.00	3,190.00

Federal Tax ID 80-0101723

Balance Due	\$3,190.00
--------------------	------------

x 
 Approved to pay P.O. #40471 

1456 W. Birchmont Drive
 Anaheim, CA 92801-5829
 USA



RECEIVED
 06 DEC 13 PM 2:58
 TRANSIT DEPARTMENT

Bill To
Transportation Department 12650 Imperial Hwy., 3rd Floor Norwalk, CA 90650 Ms. Susan Chow

Invoice #	P.O. No.
1071	40471

Invoice

Date of Invoice	Terms
12/10/2006	Net 15

Item	Description	Qty	Rate	Amount
7709-210	Invoice for the Month of November Bus Stop Improvement Project Account 210707709 2080	20	110.00	2,200.00

Federal Tax ID 80-0101723

Balance Due	\$2,200.00
--------------------	-------------------

Approved to pay P.O. #40471



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

Invoice

RECEIVED
 07 JAN -8 AM 10:15
 TRANSIT DEPARTMENT

DATE	INVOICE #
1/5/2007	1072

BILL TO:

Transportation Department
 12650 Imperial Hwy., 3rd Floor
 Norwalk, CA 90650
 Ms. Susan Chow

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	Bus Stop

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of December

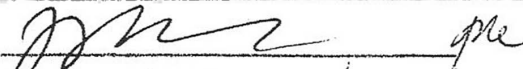
19.5	Bus Stop Improvement Project Account 210707709 2080	110.00	2,145.00
------	--	--------	----------

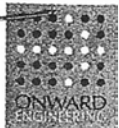
CENTRAL FILE

Federal Tax ID 80-0101723

P.O. # 40471

TOTAL \$2,145.00

X 
 OK to pay



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

Invoice

RECEIVED
 07 FEB 15 PM 2: 13
 TRANSIT DEPARTMENT

DATE	INVOICE #
2/6/2007	1080

BILL TO:

Transportation Department
 12650 Imperial Hwy., 1st Floor
 Norwalk, CA 90650
 Mr. Graham S. Ridley

CENTRAL FILE

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of January 2007

28	Bus Stop Improvement Project Account 210707709 2080	110.00	3,080.00
----	--	--------	----------

RECEIVED
 2007 FEB 13 PM 2:07
 OPERATIONS DEPARTMENT

Federal Tax ID 80-0101723

[Handwritten signature]
 P.O. # 40471
 210-70-7709-2080

TOTAL \$3,080.00

OK to pay
AM 2/14/07

Invoice



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

DATE	INVOICE #
3/10/2007	1084

BILL TO:

Transportation Department
 12650 Imperial Hwy., 1st Floor
 Norwalk, CA 90650
 Mr. Graham S. Ridley

P.O. NUMBER	TERMS	PROJECT
4047I	Net 15	

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of February 2007

Bus Stop Improvement Project
 Account # 10707709 2080

~~A/C # 710-70-7709-2080~~

✓ 27.5	Project Manager	110.00	3,025.00
✓ 5	Construction Manager	110.00	550.00
✓ 57.5	Senoir Construction Inspector	90.00	5,175.00

227-70-7709-3080

7709-227

OK TO PAY
 Jc 4/12/07

x [Signature]
 710-70-7709-2080

x [Signature]
 5/3/07

Federal Tax ID 80-0101723

TOTAL \$8,750.00

Invoice



ONWARD ENGINEERING
300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805
(714) 533-3050

DATE	INVOICE #
4/5/2007	1088

BILL TO:

Transportation Department
12650 Imperial Hwy., 1st Floor
Norwalk, CA 90650
Mr. Graham S. Ridley

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of March 2007

Bus Stop Improvement Project
Account # 10707709 2080 AC # 710-70-7709-2080 0.00

✓ 58.5	Construction Manager	110.00	6,435.00
✓ 29.5	Project Manager	110.00	3,245.00
✓ 111.5	Senior Construction Inspector	90.00	10,035.00

OK TO PAY
4/25/07
[Signature]

x *[Signature]*

x *[Signature]*
5/3/07

Federal Tax ID 80-0101723

TOTAL \$19,715.00

© 2003 INTUIT INC. # 794 1-800-433-9910



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

*sent to Shirley Croddy
 on 5/30/07 Am. Jc*

Invoice

DATE	INVOICE #
5/11/2007	1097

BILL TO:

Transportation Department
 12650 Imperial Hwy., 1st Floor
 Norwalk, CA 90650
 Mr. Graham S. Ridley

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	Bus Stop 7709-210


QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of April 2007

10	Project Manager	110.00	1,100.00
30	Construction Manager	110.00	3,300.00
24	Senior Construction Inspector	90.00	2,160.00

x 

A/c # 227-70-7709-2080 / 7709-227

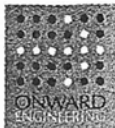
x  5/24/07

OK TO PAY
 Jc 5/21/07

Federal Tax ID 80-0101723

TOTAL \$6,560.00

Invoice



ONWARD ENGINEERING
300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805
(714) 533-3050

RECEIVED

07 JUN -6 AM 10:24

TRANSIT DEPARTMENT

DATE

INVOICE #

6/4/2007

1099

BILL TO:

Transportation Department
12650 Imperial Hwy.
Norwalk, CA 90650
Ms. Thersa Clark

- sent to C. CONSUMI 6/13/07
- sent to S. CRODDY 6/14/07

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	BSIP 227707709-2080

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for Month of May 2007

1.5	Senior Construction Inspector	90.00	135.00
4.75	Construction Manager	110.00	522.50

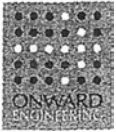
A/C# 227-70-7709-2080/7709-227

ok to pay
6/12/07

x [Signature]
x [Signature] 6/13/07

Federal Tax ID 80-0101723

TOTAL \$657.50



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

Invoice

RECEIVED

07 JUL 16 AM 10:39

TRANSIT DEPARTMENT

DATE	INVOICE #
7/13/2007	1109

BILL TO:

Transportation Department
 12650 Imperial Hwy.
 Norwalk, CA 90650
 Ms. Thersa Clark

CENTRAL FILE

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	227707709 - 2080

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of June 2007, Bus Stop Project (BSIP)

6	Senoir Construction Inspector	90.00	540.00
20.25	Construction Manager	110.00	2,227.50
1	Project Manager	110.00	110.00

[Handwritten Signature]

A/c # 227-70-7709-2080/7709-227

OK TO PAY *[Signature]* PO 40471

Federal Tax ID 80-0101723

TOTAL \$2,877.50

Invoice



ONWARD ENGINEERING
300 S. Harbor Blvd., Suite 814
Anaheim, CA 92805
(714) 533-3050

RECEIVED

DATE	INVOICE #
------	-----------

7/13/2007

1109

07 JUL 16 AM 10:39

TRANSIT DEPARTMENT

BILL TO:

Transportation Department
12650 Imperial Hwy.
Norwalk, CA 90650
Ms. Thersa Clark

*Sent to Jim 7/19/07
Sent to Chino 7/20/07
Sent to S. Choddy 7/24/07*

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	227707709 - 2080

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of June 2007, Bus Stop Project (BSIP)

6	Senior Construction Inspector	90.00	540.00
20.25	Construction Manager	110.00	2,227.50
1	Project Manager	110.00	110.00

[Signature]

A/c # 227-70-7709-2080 / 7709-227

OK TO PAY *[Signature]* PO 40471

[Signature] 7/23/07

Federal Tax ID 80-0101723

TOTAL \$2,877.50



ONWARD ENGINEERING
 300 S. Harbor Blvd., Suite 814
 Anaheim, CA 92805
 (714) 533-3050

Invoice

RECEIVED
 07 AUG -9 AM 10:57
 TRANSIT DEPARTMENT

DATE	INVOICE #
8/5/2007	1111

BILL TO:

Transportation Department
 12650 Imperial Hwy.
 Norwalk, CA 90650
 Ms. Thersa Clark

COPY

Sent to Jim 8/9/07
 Sent to Chino 8/9/07
 Sent to Shirley 8/16/07

P.O. NUMBER	TERMS	PROJECT
40471	Net 15	227707709 - 2080

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Invoice for the Month of July 2007, Bus Stop Project (BSIP)

✓ 16.25	Construction Manager	110.00	1,787.50
✓ 13	Senior	90.00	1,170.00
✓ 1	Project Manager	110.00	110.00

A/c# 227-70-7709-2080/7709-227

OK TO PAY

P.O. # 40471

x _____
 x 8/15/07 _____

Federal Tax ID 80-0101723

TOTAL \$3,067.50

Onward Engineering

300 S. Harbor Blvd., Suite 814
Anahelm, CA 92805
Tel: (714) 533-3050

RECEIVED

11 JUL 12 AM 9:53

TRANSIT DEPARTMENT

Ms. Theresa Clark
City of Norwalk
Norwalk Transit System (NTS)
12700 Norwalk Blvd.
Norwalk, CA 90650

Invoice

Invoice Date: Jul9, 2011
Invoice Num: 1495
Billing Through: Jun 30, 2011

Tax ID: 80-0101723

Scope of Work Preparation (Norwalk/Bus Stop/Phase 2/Item 1:) - PO#: 61473

Professional Services:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
6/24/2011	D Sloan	Consulting Services	1.50	\$75.00	\$112.50
6/24/2011	M Ataya	Consulting Services	1.00	\$100.00	\$100.00
6/24/2011	P Stanton	Consulting Services	1.00	\$80.00	\$80.00

Total Services: \$292.50

Project (Norwalk/Bus Stop/Phase 2/Item 1:) Total Amount Due: \$292.50

Amount Due This Invoice: \$292.50

This invoice is due upon receipt

APPROVAL FOR PAYMENT

P.O.# 61473
ACCT.# 410-70-7749-2080 19.11340 *Project 7749-410*
DATE 7/14/11
SIGNATURE [Signature]

CONTRACTED SERVICES

Susan Chow

(Purchase Order, Pentamation Payment Report, Invoices)



PURCHASING DIVISION
 12700 Norwalk Blvd., Room 6
 Norwalk, CA 90650
 Phone/Fax No. 562-929-5712/562-929-5966

For prompt payment please send all invoices in duplicate to the business office at this address.

ACCOUNTS PAYABLE DIVISION
 PO BOX 1030
 Norwalk, CA 90651-1030

PURCHASE ORDER NO.

50420

Page No.

1

The PO number must appear on all invoices, packages, packing slips, and correspondence concerning this order.

VENDOR
 57384
 SUSAN CHOW
 1978 SALEROSO DR
 ROWLAND HEIGHTS CA 91748
CENTRAL FILE

SHIP TO
 TRANSPORTATION DEPT
 12650 IMPERIAL HWY, 3RD FLOOR
 NORWALK, CA 90650
 ATTN: R TORRES

ORDER DATE: 07/18/07 BUYER: JS REQ. NO.: 0 REQ. DATE:

TERMS: NET 30 DAYS F.O.B.: DESTINATION DESC.: R#11146 CONTRACT

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
<p>THIS PURCHASE ORDER WILL COVER THE PURCHASE OF SUPPLIES AND/OR SERVICES FOR THE 2007/2008 FISCAL YEAR ENDING JUNE 30, 2008.</p> <p>PLEASE INCLUDE PURCHASE ORDER NUMBER ON ALL INVOICES, PACKING SLIPS AND CORRESPONDENCE.</p>					
01	1.00	LOT	PROVIDE PROFESSIONAL & TECHNICAL GRANT'S SUPPORT, DATA MANAGEMENT, AND FINANCIAL OVERSIGHT FOR FY 07/08.	24000.0000	24,000.00

RECEIVED
 07 JUL 26 PM 5:49
 TRANSIT DEPARTMENT

ITEM# ACCOUNT AMOUNT PROJECT CODE PAGE TOTAL \$ 24,000.00
 TOTAL \$ 24,000.00

01	710454500	2080	24,000.00
----	-----------	------	-----------

Christine Roberts
 Administrative Services Manager

I hereby certify that I have received, weighed, counted, or measured the articles stated above. The quantities and qualities are correctly stated and are accurately listed. Signature below authorizes payment of this Purchase Order.

7/31/07 *[Signature]*
 Date Signature

Receiving Copy

SPI - FUND ACCOUNTING
 DATE: 08/17/11
 TIME: 16:22:27

CITY OF NORWALK
 VENDOR PAYMENT HISTORY

PAGE NUMBER: 1
 ACCTPA31

SELECTION CRITERIA: transact.enc_no="50420"

-----VENDOR-----	INVOICE PURCHASE OR	1099 P/F	CHECK NO DATE	BUDGET UNIT SUB-PROJECT	-----DESCRIPTION----- CONTROL	SALES TAX	AMOUNT
	002	M	55302	710454500-2080	CONSULTING/JUL & AUG	0.00	3600.00
57384 SUSAN CHOW	50420	P	10/16/07		0925WR		
	003	M	55927	710454500-2080	CONSULTING BSIP/SEP	0.00	3600.00
57384 SUSAN CHOW	50420	P	11/06/07		1018WR		
	003/OCT 07	M	56868	710454500-2080	CONSULTING/OCT 07	0.00	3870.00
57384 SUSAN CHOW	50420	P	12/04/07		1126WR		
	004	M	57624	710454500-2080	PROFESS SVCS/NOV 07	0.00	3375.00
57384 SUSAN CHOW	50420	P	01/02/08		1227WRA		
	005	M	58948	710454500-2080	PROFESS SVC/DEC 07	0.00	3375.00
57384 SUSAN CHOW	50420	P	02/12/08		0204WR		
	006	M	59600	710454500-2080	PROFESS SVCS/JAN 08	0.00	3991.00
57384 SUSAN CHOW	50420	P	02/28/08		0227PPD		
	007	M	60575	710454500-2080	PROFESSIONAL SV/FEB08	0.00	3612.00
57384 SUSAN CHOW	50420	P	03/27/08		0326PPD		
	008	M	62244	710454500-2080	TRANS CONSULTING/MAY	0.00	3712.50
57384 SUSAN CHOW	50420	P	05/15/08		0515WR		
	009/APR 08	M	63336	710454500-2080	PROFESS SVCS/APR 08	0.00	3960.00
57384 SUSAN CHOW	50420	P	06/17/08		0616PPDB		
	010/MAY 08	M	63336	710454500-2080	PROFESS SVCS/MAY 08	0.00	3870.00
57384 SUSAN CHOW	50420	P	06/17/08		0616PPDB		
TOTAL VENDOR						0.00	36965.50
TOTAL REPORT						0.00	36965.50

39

RECEIVED

INVOICE

07 JUL 11 AM 11:05

TRANSIT DEPARTMENT

Sold To: City of Norwalk
 12650 E. Imperial Hwy.
 Norwalk, CA 90650
 Attn: Jim Parker
 Director of Transportation

Remit To: Susan Chow
 1978 Saleroso Drive
 Rowland Heights, CA 91201

Invoice Date	Invoice Number
July 5, 2007	001

JOB REFERENCE: Transportation Consulting

Date	Hours	Description
5/29/1931	21.00	Bus Stop Improvement Project; meetings with Kathryn Engel on assignment follow up
6/4/2028	69.00	Bus Stop Improvement Project (Change order #7,8, 9 & 10, Progress Payment #7); research on retention; finalize scope of work for CO #10; BOS meeting on 6/5/07; schedule changes on Routes 5, 6, 7 & 8; invoice preparation on regional and State funds; review operating data

Please do not send check, hold until I return in August

ACCT. PAYABLE

90.00

JUL 10 2007

RECEIVED

Submitted by




Hours	90.00
Rate	\$40.00
Subtotal	\$3,600.00
Mileage*	\$16.49
Insurance reimb. **	\$41.41
TOTAL DUE	\$3,657.90

*Mileage to Metro for BOS meeting 34 Miles @0.485

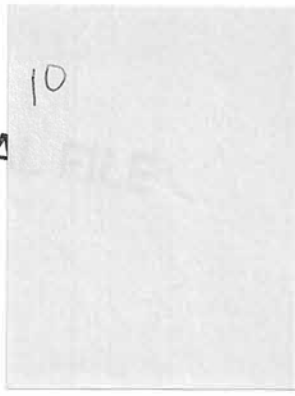
**Additional car liability insurance reimbursement

Approved for Payment



A/c # 710-45-4500-2080 \$ 3,657.90 

CENTRA



INVOICE

Sold To: City of Norwalk
12650 E. Imperial Hwy.
Norwalk, CA 90650
Attn: Jim Parker
Director of Transportation

Remit To: Susan Chow
1978 Saleroso Drive
Rowland Heights, CA 91201

Invoice Date	Invoice Number
September 17, 2007	002

JOB REFERENCE: Transportation Consulting

Date	Hours	Description
Jul-07	20.00	Bus Stop Improvement Project-finalize change order #10 and progress payment; meeting with Tetra Tech on BSIP files
Aug-07	60.00	BSIP - meeting with Randy Hillman, assign value to each stop; scope of work for facility improvement projects - bus wash, fuel island, ped/bike access, tenant improvement; meetings at Metro re BTP-L/TIP and Program Metro

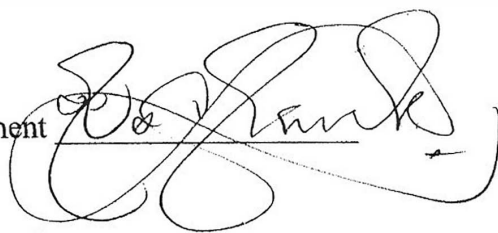
P.O. # 50420

A/c # 71D-45-4500-2080

80.00

Submitted by 

Hours	80.00
Rate	\$45.00
Subtotal	\$3,600.00
TOTAL DUE	\$3,600.00

Approved for Payment 

INVOICE

Sold To: City of Norwalk
12650 E. Imperial Hwy.
Norwalk, CA 90650
Attn: Jim Parker
Director of Transportation

Remit To: Susan Chow
1978 Saleroso Drive
Rowland Heights, CA 91201

Invoice Date	Invoice Number
October 11, 2007	003

JOB REFERENCE: Transportation Consulting

Date	Hours	Description
Sep-07	80.00	Bus Stop Improvement Project -meetings with TetraTech BSIP files and organize files, Bus Wash - draft RFP for engineering consultant; Facility Improvements - draft RFP for architectural/ engineering services; Whittier NTD - finalize reimbursement process with Metro; Santa Fe Springs bus stop plans and specs - review and furnish comments

80.00

Submitted by 

Hours	80.00
Rate	\$45.00
Subtotal	\$3,600.00
TOTAL DUE	\$3,600.00

Approved for Payment 

710-45-4500-2080 P.O. # 50420



INVOICE

Sold To: City of Norwalk
12650 E. Imperial Hwy.
Norwalk, CA 90650
Attn: Jim Parker
Director of Transportation

Remit To: Susan Chow
1978 Saleroso Drive
Rowland Heights, CA 91201

Invoice Date	Invoice Number
November 16, 2007	003

JOB REFERENCE: Transportation Consulting

Date	Hours	Description
Oct-07	86.00	Taxicab voucher RFP and coordinate with Whittier being a part of the program; Meetings: UFS, Long-Term Planning Kick-off and CIP; Norwalk TPM; La Mirada TPM; Finalize BSIP cost allocation to each stop; Interview panel at Montebello Bus Lines

P.O. # 50420
710-45-4500-2080


86.00 \$45/hour \$3,870

Submitted by 

Hours	86.00
Rate	\$45.00
TOTAL DUE	\$3,870.00

Approved for Payment 

Please mail payment to above address. Thank you.

Claim for Payment Pursuant to Government Code Section 17561 MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES			For State Controller Use Only	
			(19) Program Number: 000314	Program 314
(01) Claimant Identification Number			9819590	
(02) Claimant Name			City of Norwalk	
Mailing Address			P.O. Box 1030	(22) FORM-1 (04)(A)(1)(g)
Street Address or P.O. Box				
City			Norwalk	(23) FORM-1 (04)(A)(2)(g)
State CA			Zip Code 90651	
Type of Claim	Estimated Claim	Reimbursement Claim	(24) FORM-1 (04)(A)(3)(g)	
	(03) Estimated <input type="checkbox"/>	(09) Reimbursement <input checked="" type="checkbox"/>	(25) FORM-1 (04)(A)(4)(g)	
	(04) Combined <input type="checkbox"/>	(10) Combined <input type="checkbox"/>	(26) FORM-1 (04)(A)(5)(g)	
	(05) Amended <input type="checkbox"/>	(11) Amended <input type="checkbox"/>	(27) FORM-1,(06)	13,780
Fiscal Year of Cost	(06)	(12) 2008-09	(28) FORM-1,(07)	92,877
Total Claimed	(07)	(13) \$92,877	(29) FORM-1,(08)	10
Less: 10% Late Penalty, but not to exceed \$1,000 (if applicable)			(14)	(30) FORM-1,(11)
Less: Estimated Claim Payment Received			(15)	(32) FORM-1,(12)
Net Claimed Amount		(16) \$92,877	(32)	
Due from State	(08)	(17) \$92,877	(33)	
Due to State	(09)	(18)	(34)	
(38) CERTIFICATION OF CLAIM				
<p>In accordance with the provisions of Government Code 17561, I certify that I am the person authorized by the local agency to file claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Government Code Sections 1090 to 1098, inclusive.</p> <p>I further certify that there was no application for nor any grant or payment received, other than from the claimant, for reimbursement of costs claimed herein; and such costs are for a new program or increased level of services of an existing program. All offsetting savings and reimbursements set forth in the Parameters and Guidelines are identified, and all costs claimed are supported by source documents currently maintained by the claimant.</p> <p>The amount for Estimated Claim and/or Reimbursement Claim are hereby claimed from the State for payment of estimated and/or actual costs set forth on the attached statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p>				
Signature of Authorized Representative				
 _____ Jana Stuard			Date Signed <u>9/26/2011</u>	
Finance Director			Telephone Number (562) 929-5748	
			Email Address Jstuard@ci.norwalk.ca.us	
Name of Contact Person for Claim			Telephone Number	E-Mail Address
Annette S. Chinn (CRS)			(916) 939-7901	AChinnCRS@aol.com

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
CLAIM SUMMARY**

**Prog 314
FORM
1**

(01) Claimant City of Norwalk	(02) Type of Claim Reimbursement <input checked="" type="checkbox"/> Estimated <input type="checkbox"/>	Fiscal Year 2008-09 <small>(see FAM-27 for estimate)</small>
---	--	---

Claim Statistics

(03) Department	Public Works
------------------------	--------------

Direct Costs	Object Accounts					
---------------------	------------------------	--	--	--	--	--

(04) Reimbursable Activities	(a)	(b)	(c)	(d)	(e)	(g)
	Salaries	Benefits	Materials and Supplies	Contract Services	Fixed Assets	Total

A. ONE-TIME ACTIVITIES

1. ID of locations that are required to have receptacle						
2. Select/Eval./& preparation of specs and drawings						
3. Prep of contract.specs, review process/award bid						
4. Purchase or construct and install receptacle & pad						
5. Move/restore at old locations & install at new locations						
(05) Total Direct Costs						

B. ON GOING ACTIVITY: Maintain Trash Receptacles and Pads


(06) Annual number of trash collections	13780
(07) Total Ongoing Costs (Line (06) x RRM rate)	\$92,877

Indirect Costs

(08) Indirect Cost Rate (applied to salaries)	(from ICRP) (Applied to Salaries)	10.0%
(09) Total Indirect Costs	Line (06) x line (05)(a) or line(06) x [line (05)(a) + line(05)(b)]	
(10) Total Direct and Indirect Costs	Line (05)(d) + line (07)	\$92,877

Cost Reductions

(11) Less: Offsetting Savings, if applicable	
(12) Less: Other Reimbursements, if applicable	
(13) Total Claimed Amount	Line (08)- (line(09) + Line(10)) \$92,877

Claim for Payment Pursuant to Government Code Section 17561 MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES			For State Controller Use Only	
			(19) Program Number: 000314	Program 314
(01) Claimant Identification Number			9819590	
(02) Claimant Name			City of Norwalk	(22) FORM-1 (04)(A)(1)(g)
Mailing Address			P.O. Box 1030	
Street Address or P.O. Box				(23) FORM-1 (04)(A)(2)(g)
City			Norwalk	
State			CA	
Zip Code			90651	
Type of Claim	Estimated Claim	Reimbursement Claim	(24) FORM-1 (04)(A)(3)(g)	
	(03) Estimated <input type="checkbox"/>	(09) Reimbursement <input checked="" type="checkbox"/>	(25) FORM-1 (04)(A)(4)(g)	
	(04) Combined <input type="checkbox"/>	(10) Combined <input type="checkbox"/>	(26) FORM-1 (04)(A)(5)(g)	
	(05) Amended <input type="checkbox"/>	(11) Amended <input type="checkbox"/>	(27) FORM-1.(06)	11,492
Fiscal Year of Cost	(06)	(12) 2009-10	(28) FORM-1.(07)	77,916
Total Claimed	(07)	(13) \$77,916	(29) FORM-1.(08)	10
Less: 10% Late Penalty, but not to exceed \$1,000 (if applicable)		(14)	(30) FORM-1.(11)	
Less: Estimated Claim Payment Received		(15)	(32) FORM-1.(12)	
Net Claimed Amount		(16) \$77,916	(32)	
Due from State	(08)	(17) \$77,916	(33)	
Due to State	(09)	(18)	(34)	
(38) CERTIFICATION OF CLAIM				
<p>In accordance with the provisions of Government Code 17561, I certify that I am the person authorized by the local agency to file claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Government Code Sections 1090 to 1098, inclusive.</p> <p>I further certify that there was no application for nor any grant or payment received, other than from the claimant, for reimbursement of costs claimed herein; and such costs are for a new program or increased level of services of an existing program. All offsetting savings and reimbursements set forth in the Parameters and Guidelines are identified, and all costs claimed are supported by source documents currently maintained by the claimant.</p> <p>The amount for Estimated Claim and/or Reimbursement Claim are hereby claimed from the State for payment of estimated and/or actual costs set forth on the attached statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p>				
Signature of Authorized Representative				
			Date Signed <u>9/26/2011</u>	
Jana Stuard			Telephone Number (562) 929-5748	
Finance Director			Email Address <u>Jstuard@ci.norwalk.ca.us</u>	
Name of Contact Person for Claim		Telephone Number	E-Mail Address	
Annette S. Chinn (CRS)		(916) 939-7901	AChinnCRS@aol.com	

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
CLAIM SUMMARY**

**Prog 314
FORM
1**

(01) Claimant City of Norwalk	(02) Type of Claim Reimbursement <input checked="" type="checkbox"/> Estimated <input type="checkbox"/>	Fiscal Year 2009-10 <small>(see FAM-27 for estimate)</small>
---	--	---

Claim Statistics

(03) Department	Public Works
------------------------	--------------

Direct Costs	Object Accounts					
---------------------	------------------------	--	--	--	--	--

(04) Reimbursable Activities	(a)	(b)	(c)	(d)	(e)	(g)
	Salaries	Benefits	Materials and Supplies	Contract Services	Fixed Assets	Total

A. ONE-TIME ACTIVITIES

1. ID of locations that are required to have receptacle						
2. Select/Eval./& preparation of specs and drawings						
3. Prep of contract specs, review process/award bid						
4. Purchase or construct and install receptacle & pad						
5. Move/restore at old locations & install at new locations						
(05) Total Direct Costs						

B. ON GOING ACTIVITY: Maintain Trash Receptacles and Pads

(06) Annual number of trash collections	11492
(07) Total Ongoing Costs (Line (06) x RRM rate)	\$77,916

Indirect Costs

(08) Indirect Cost Rate (applied to salaries)	(from ICRP) (Applied to Salaries)	10.0%
(09) Total Indirect Costs	Line (06) x line (05)(a) or line(06) x [line (05)(a) + line(05)(b)]	
(10) Total Direct and Indirect Costs	Line (05)(d) + line (07)	\$77,916

Cost Reductions

(11) Less: Offsetting Savings, if applicable	
(12) Less: Other Reimbursements, if applicable	
(13) Total Claimed Amount	Line (08)- (line(09) + Line(10)) \$77,916

Claim for Payment Pursuant to Government Code Section 17561 MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES		(19) Program Number: 000314		(20) Date Filed: / /		(21) LRS Input: / /		314 Program	
(01) Claimant Identification Number: 9819590		(02) Claimant Name: City of Norwalk		(22) FORM-1 (04)(A)(1)(9)					
(02) Claimant Name: P.O. Box 1030		Mailing Address: Norwalk		(23) FORM-1 (04)(A)(2)(9)					
(02) Claimant Name: Street Address or P.O. Box		City: Norwalk		(24) FORM-1 (04)(A)(3)(9)					
(02) Claimant Name: State: CA		Zip Code: 90651		(25) FORM-1 (04)(A)(4)(9)					
Type of Claim		Estimated Claim		(03) Estimated					
		Reimbursement Claim		(09) Reimbursement		<input checked="" type="checkbox"/>			
		Combined		(10) Combined		<input type="checkbox"/>			
Total Claimed		Amended		(05) Amended		<input type="checkbox"/>			
		Amended		(11) Amended		<input type="checkbox"/>			
Fiscal Year of Cost		(06) 2010-11		(28) FORM-1 (07)		15,392			
Total Claimed		(07) \$104,666		(29) FORM-1 (08)		104,666		10	
Less: 10% Late Penalty, but not to exceed \$1,000 (if applicable)		(14)		(30) FORM-1 (11)					
Less: Estimated Claim Payment Received		(15)		(32) FORM-1 (12)					
Net Claimed Amount		(16) \$104,666		(32)					
Due from State		(08) \$104,666		(17)					
Due to State		(09)		(18)					

(38) CERTIFICATION OF CLAIM
 In accordance with the provisions of Government Code 17561, I certify that I am the person authorized by the local agency to file claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Government Code Sections 1090 to 1098, inclusive.
 I further certify that there was no application for nor any grant or payment received, other than that from the claimant, for reimbursement of costs claimed herein; and such costs are for a new program or increased level of services of an existing program. All offsetting savings and reimbursements set forth in the Parameters and Guidelines are identified, and all costs claimed are supported by source documents currently maintained by the claimant.
 The amount for Estimated Claim and/or Reimbursement Claim are hereby claimed from the State for payment of estimated and/or actual costs set forth on the attached statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
 Signature of Authorized Representative: *[Signature]*
 Date Signed: 9/26/2011
 Name of Contact Person for Claim: Jane Stuard
 Finance Director
 Email Address: jstuard@ci.norwalk.ca.us
 Telephone Number: (562) 929-5748
 Telephone Number: (916) 939-7901
 E-Mail Address: AchinnCRS@aol.com

For State Controller Use Only

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
CLAIM SUMMARY**

**Prog 314
FORM
1**

(01) Claimant City of Norwalk	(02) Type of Claim Reimbursement <input checked="" type="checkbox"/> Estimated <input type="checkbox"/>	Fiscal Year 2010-11 <small>(see FAM-27 for estimate)</small>
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Claim Statistics

(03) Department	Public Works
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Direct Costs	Object Accounts					
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(04) Reimbursable Activities	(a)	(b)	(c)	(d)	(e)	(g)
	Salaries	Benefits	Materials and Supplies	Contract Services	Fixed Assets	Total

A. ONE-TIME ACTIVITIES

1. ID of locations that are required to have receptacle						
2. Select/Eval./& preparation of specs and drawings						
3. Prep of contract.specs, review process/award bid						
4. Purchase or construct and install receptacle & pad						
5. Move/restore at old locations & install at new locations						
(05) Total Direct Costs						

B. ON GOING ACTIVITY: Maintain Trash Receptacles and Pads


(06) Annual number of trash collections	15392
(07) Total Ongoing Costs (Line (06) x RRM rate)	\$104,666

Indirect Costs

(08) Indirect Cost Rate (applied to salaries)	(from ICRP) (Applied to Salaries)	10.0%
(09) Total Indirect Costs	Line (06) x line (05)(a) or line(06) x [(line (05)(a) + line(05)(b))]	
(10) Total Direct and Indirect Costs	Line (05)(d) + line (07)	\$104,666

Cost Reductions

(11) Less: Offsetting Savings, if applicable	
(12) Less: Other Reimbursements, if applicable	
(13) Total Claimed Amount	Line (08)- (line(09) + Line(10)) \$104,666

Claim for Payment Pursuant to Government Code Section 17561 MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES			For State Controller Use Only	
			(19) Program Number: 000314	Program 314
(01) Claimant Identification Number		9819590		
(02) Claimant Name		City of Norwalk		
Mailing Address		P.O. Box 1030	(22) FORM-1 (04)(A)(1)(g)	
Street Address or P.O. Box			(23) FORM-1 (04)(A)(2)(g)	
City		Norwalk		
State CA		Zip Code 90651		
Type of Claim	Estimated Claim		Reimbursement Claim	
	(03) Estimated	<input type="checkbox"/>	(09) Reimbursement	<input checked="" type="checkbox"/>
	(04) Combined	<input type="checkbox"/>	(10) Combined	<input type="checkbox"/>
	(05) Amended	<input type="checkbox"/>	(11) Amended	<input type="checkbox"/>
(24) FORM-1 (04)(A)(3)(g)				
			(25) FORM-1 (04)(A)(4.)(g)	
			(26) FORM-1 (04)(A)(5)(g)	
			(27) FORM-1,(06)	15,392
Fiscal Year of Cost	(06)	(12)	2011-12	(28) FORM-1,(07)
				110,053
Total Claimed	(07)	(13)	\$110,053	(29) FORM-1,(08)
				10
Less: 10% Late Penalty, but not to exceed \$1,000 (if applicable)		(14)		(30) FORM-1,(11)
Less: Estimated Claim Payment Received		(15)		(32) FORM-1,(12)
Net Claimed Amount		(16)	\$110,053	(32)
Due from State	(08)	(17)	\$110,053	(33)
Due to State	(09)	(18)		(34)
(38) CERTIFICATION OF CLAIM				
<p>In accordance with the provisions of Government Code 17561, I certify that I am the person authorized by the local agency to file claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Government Code Sections 1090 to 1098, inclusive.</p> <p>I further certify that there was no application for nor any grant or payment received, other than from the claimant, for reimbursement of costs claimed herein; and such costs are for a new program or increased level of services of an existing program. All offsetting savings and reimbursements set forth in the Parameters and Guidelines are identified, and all costs claimed are supported by source documents currently maintained by the claimant.</p> <p>The amount for Estimated Claim and/or Reimbursement Claim are hereby claimed from the State for payment of estimated and/or actual costs set forth on the attached statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p>				
Signature of Authorized Representative				
 _____ Jana Stuard		Date Signed <u>1-16-2013</u>		
Director of Finance/City Treasurer		Telephone Number (562) 929-5748		
		Email Address <u>Jstuard@ci.norwalk.ca.us</u>		
Name of Contact Person for Claim		Telephone Number		E-Mail Address
Annette S. Chinn (CRS)		(916) 939-7901		AChinnCRS@aol.com

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
CLAIM SUMMARY**

**Prog 314
FORM
1**

(01) Claimant City of Norwalk	(02) Type of Claim Reimbursement <input checked="" type="checkbox"/> Estimated <input type="checkbox"/>	Fiscal Year 2011-12 <small>(see FAM-27 for estimate)</small>
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Claim Statistics

(03) Department	Public Works
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Direct Costs	Object Accounts					
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(04) Reimbursable Activities	(a)	(b)	(c)	(d)	(e)	(g)
	Salaries	Benefits	Materials and Supplies	Contract Services	Fixed Assets	Total

A. ONE-TIME ACTIVITIES

1. ID of locations that are required to have receptacle						
2. Select/Eval./& preparation of specs and drawings						
3. Prep of contract specs, review process/award bid						
4. Purchase or construct and install receptacle & pad						
5. Move/restore at old locations & install at new locations						
(05) Total Direct Costs						

B. ON GOING ACTIVITY: Maintain Trash Receptacles and Pads


(06) Annual number of trash collections	15392
(07) Total Ongoing Costs (Line (06) x RRM rate)	\$110,053

Indirect Costs

(08) Indirect Cost Rate (applied to salaries)	<small>(from ICRP) (Applied to Salaries)</small>	10.0%
(09) Total Indirect Costs	<small>Line (06) x line (05)(a) or line(06) x [line (05)(a) + line(05)(b)]</small>	
(10) Total Direct and Indirect Costs	<small>Line (05)(d) + line (07)</small>	\$110,053

Cost Reductions

(11) Less: Offsetting Savings, if applicable	
(12) Less: Other Reimbursements, if applicable	
(13) Total Claimed Amount	<small>Line (08) - (line(09) + Line(10))</small> \$110,053

Claim for Payment Pursuant to Government Code Section 17561 MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES			For State Controller Use Only		
			(19) Program Number: 000314	Program 314	
(01) Claimant Identification Number			9819590		
(02) Claimant Name			City of Norwalk		
Mailing Address			P.O. Box 1030	(22) FORM-1 (04)(A)(1)(g)	
Street Address or P.O. Box				32	
City			Norwalk	(23) FORM-1 (04)(A)(2)(g)	
State CA			Zip Code 90651	32	
Type of Claim	Estimated Claim		Reimbursement Claim		(24) FORM-1 (04)(A)(3)(g)
	(03) Estimated	<input type="checkbox"/>	(09) Reimbursement	<input checked="" type="checkbox"/>	(25) FORM-1 (04)(A)(4)(g)
	(04) Combined	<input type="checkbox"/>	(10) Combined	<input type="checkbox"/>	(26) FORM-1 (04)(A)(5)(g)
	(05) Amended	<input type="checkbox"/>	(11) Amended	<input type="checkbox"/>	(27) FORM-1,(06)
Fiscal Year of Cost			(06) 2012-13	(12) 2012-13	(28) FORM-1,(07)
Total Claimed			(07)	(13) \$112,620	(29) FORM-1,(08)
Less: 10% Late Penalty, but not to exceed \$1,000 (if applicable)			(14)		(30) FORM-1,(11)
Less: Estimated Claim Payment Received			(15)		(32) FORM-1,(12)
Net Claimed Amount			(16) \$112,620		(32)
Due from State			(08)	(17) \$112,620	(33)
Due to State			(09)	(18)	(34)
(38) CERTIFICATION OF CLAIM					
<p>In accordance with the provisions of Government Code 17561, I certify that I am the person authorized by the local agency to file claims with the State of California for this program, and certify under penalty of perjury that I have not violated any of the provisions of Government Code Sections 1090 to 1098, inclusive.</p> <p>I further certify that there was no application for nor any grant or payment received, other than from the claimant, for reimbursement of costs claimed herein; and such costs are for a new program or increased level of services of an existing program. All offsetting savings and reimbursements set forth in the Parameters and Guidelines are identified, and all costs claimed are supported by source documents currently maintained by the claimant.</p> <p>The amount for Estimated Claim and/or Reimbursement Claim are hereby claimed from the State for payment of estimated and/or actual costs set forth on the attached statement. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p>					
Signature of Authorized Representative					
			Date Signed <u>2/6/2014</u>		
Jana Stuard			Telephone Number (562) 929-5748		
Director of Finance/City Treasurer			Email Address <u>Jstuard@ci.norwalk.ca.us</u>		
Name of Contact Person for Claim		Telephone Number		E-Mail Address	
Annette S. Chinn (CRS)		(916) 939-7901		AChinnCRS@aol.com	

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
CLAIM SUMMARY**

**Prog 314
FORM
1**

(01) Claimant City of Norwalk	(02) Type of Claim Reimbursement <input checked="" type="checkbox"/> Estimated <input type="checkbox"/>	Fiscal Year 2012-13 <small>(see FAM-27 for estimate)</small>
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Claim Statistics

(03) Department	Public Works
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Direct Costs **Object Accounts**

(04) Reimbursable Activities	(a) Salaries	(b) Benefits	(c) Materials and Supplies	(d) Contract Services	(e) Fixed Assets	(g) Total
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A. ONE-TIME ACTIVITIES						
1. ID of locations that are required to have receptacle	\$21	\$10				\$32
2. Select/Eval./& preparation of specs and drawings	\$21	\$10				\$32
3. Prep of contract specs, review process/award bid	\$18	\$9				\$28
4. Purchase or construct and install receptacle & pad	\$5	\$2				\$7
5. Move/restore at old locations & install at new locations						
(05) Total Direct Costs	\$66	\$32				\$98

B. ON GOING ACTIVITY: Maintain Trash Receptacles and Pads						
(06) Annual number of trash collections						15392
(07) Total Ongoing Costs (Line (06) x RRM rate)						\$112,516

Indirect Costs

(08) Indirect Cost Rate (applied to salaries)	<small>(from ICRP) (Applied to Salaries)</small>	10.0%
(09) Total Indirect Costs	<small>Line (06) x line (05)(a) or line(06) x [line (05)(a) + line(05)(b)]</small>	\$7
(10) Total Direct and Indirect Costs	<small>Line (05)(d) + line (07)</small>	\$112,620

Cost Reductions

(11) Less: Offsetting Savings, if applicable		
(12) Less: Other Reimbursements, if applicable		
(13) Total Claimed Amount	<small>Line (08)- (line(09) + Line(10))</small>	\$112,620

Program
314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2012-13**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | | | |
|-------------------------------------|---|--------------------------|--|
| <input checked="" type="checkbox"/> | ID locations that are required to have a trash receptacle | <input type="checkbox"/> | Purchase or construct/install receptacles and pads |
| <input type="checkbox"/> | Select/eval. & prep of specifications & drawings | <input type="checkbox"/> | Move/restore at old location and install at new location |
| <input type="checkbox"/> | Prep of contracts/specs review, process, award bid... | | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u><i>Graham Ridley, Manager of Transit Operations</i></u>	\$55.29	49.0%	0.10	\$6	\$3				\$8
<u><i>James C. Parker, Director of Transportation</i></u>	\$71.42	49.0%	0.10	\$7	\$3				\$11
<u><i>Randy Hillman, Assoc. Engineer</i></u>	\$49.46	49.0%	0.10	\$5	\$2				\$7
<u><i>Damian Rosales, Procurement Analyst</i></u>	\$36.38	49.0%	0.10	\$4	\$2				\$5
Identified locations of all transit stops that were required to have transit trash receptacle pursuant to the Permit.									
(05) Total			0.40	\$21	\$10				\$32

Program
314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: **2012-13**

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | | | |
|-------------------------------------|---|--------------------------|--|
| <input type="checkbox"/> | ID locations that are required to have a trash receptacle | <input type="checkbox"/> | Purchase or construct/install receptacles and pads |
| <input checked="" type="checkbox"/> | Select/eval. & prep of specifications & drawings | <input type="checkbox"/> | Move/restore at old location and install at new location |
| <input type="checkbox"/> | Prep of contracts/specs review, process, award bid... | | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Graham Ridley, Manager of Transit Operations</u>	\$55.29	49.0%	0.10	\$6	\$3				\$8
<u>James C. Parker, Director of Transportation</u>	\$71.42	49.0%	0.10	\$7	\$3				\$11
<u>Randy Hillman, Assoc. Engineer</u>	\$49.46	49.0%	0.10	\$5	\$2				\$7
<u>Damian Rosales, Procurement Analyst</u>	\$36.38	49.0%	0.10	\$4	\$2				\$5
Selected receptacle and pad type, evaluated proper placement of receptacle and prepared specifications & drawings.									
(05) Total			0.40	\$21	\$10				\$32

Program

314

MANDATED COSTS
MUNICIPAL STREET LIGHTS & URBAN ROAD DISCHARGE S
ACTIVITY COST DETAIL

FORM 2

(01) Claimant: **City of Norwalk** (02) Fiscal Year Costs Were Incurred: 2012-13

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | |
|---|---|
| <input type="checkbox"/> ID locations that are required to have a trash receptacle | <input type="checkbox"/> Purchase or construct/install receptacles and pads |
| <input type="checkbox"/> Select/eval. & prep of specifications & drawings | <input type="checkbox"/> Move/restore at old location and install at new location |
| <input checked="" type="checkbox"/> Prep of contracts/specs review, process, award bid... | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Graham Ridley, Manager of Transit Operations</u>	\$55.29	49.0%	0.10	\$6	\$3				\$8
<u>James C. Parker, Director of Transportation</u>	\$71.42	49.0%	0.10	\$7	\$3				\$11
<u>Theresa Clark, Manager of Strategic Planning</u>	\$57.99	49.0%	0.10	\$6	\$3				\$9
Prepared contracts, conducted specification review process advertised bids, and reviewed and awarded bids.									
(05) Total			0.30	\$18	\$9				\$28

Program

314

**MANDATED COSTS
MUNICIPAL STORM WATER & URBAN RUNOFF DISCHARGES
ACTIVITY COST DETAIL**

FORM 2

(01) Claimant: City of Norwalk **(02) Fiscal Year Costs Were Incurred:** 2012-13

(03) Reimbursable Components: Check only one box per form to identify the component being claimed

- | | |
|--|--|
| <input type="checkbox"/> ID locations that are required to have a trash receptacle | <input checked="" type="checkbox"/> Purchase or construct/install receptacles and pads |
| <input type="checkbox"/> Select/eval. & prep of specifications & drawings | <input type="checkbox"/> Move/restore at old location and install at new location |
| <input type="checkbox"/> Prep of contracts/specs review, process, award bid... | |

(04) Description of Expenses: Complete columns (a) through (f)

(a) Employee Names, Job Class., Functions Performed and Description of Expenses	(b) Hourly Rate or Unit Cost	Benefit Rate	Hours Worked or Quantity	Salaries	Benefits	(d) Material and Supplies	(e) Contract Services	(f) Fixed Assets	(c) Total Salaries & Benefits
<u>Randy Hillman, Assoc. Engineer</u> Purchase and construction of receptacles.	\$49.46	49.0%	0.10	\$5	\$2				\$7
(05) Total			0.10	\$5	\$2				\$7

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On June 4, 2020, I served the:

- **Notice of Complete Incorrect Reduction Claim, Schedule for Comments, and Notice of Tentative Hearing Date issued June 4, 2020**
- **Incorrect Reduction Claim (IRC) filed by the City of Norwalk on May 22, 2020**

Municipal Storm Water and Urban Runoff Discharges, 19-0304-I-02

Los Angeles Regional Quality Control Board Order No. 01-182,

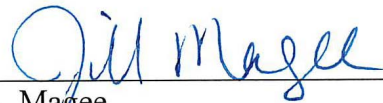
Permit CAS004001, Part 4F5c3

Fiscal Years: 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007,
2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013

City of Norwalk, Claimant

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on June 4, 2020 at Sacramento, California.



Jill L. Magee

Commission on State Mandates

980 Ninth Street, Suite 300

Sacramento, CA 95814

(916) 323-3562

COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 6/4/20

Claim Number: 19-0304-I-02

Matter: Municipal Storm Water and Urban Runoff Discharges

Claimant: City of Norwalk

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

Socorro Aquino, *State Controller's Office*

Division of Audits, 3301 C Street, Suite 700, Sacramento, CA 95816

Phone: (916) 322-7522

SAquino@sco.ca.gov

Christopher Becker, *Commission on State Mandates*

980 9th Street, Suite 300, Sacramento, CA 95814

Phone: (916) 323-3562

Christopher.Becker@csm.ca.gov

Cindy Black, *City Clerk, City of St. Helena*

1480 Main Street, St. Helena, CA 94574

Phone: (707) 968-2742

ctzafopoulos@cityofstheleena.org

Allan Burdick,

7525 Myrtle Vista Avenue, Sacramento, CA 95831

Phone: (916) 203-3608

allanburdick@gmail.com

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895 La Sierra Drive, Sacramento, CA 95864

Phone: (916)595-2646

Bburgess@mgtamer.com

Evelyn Calderon-Yee, *Bureau Chief, State Controller's Office*

Local Government Programs and Services Division, Bureau of Payments, 3301 C Street, Suite 740,

Sacramento, CA 95816

Phone: (916) 324-5919

ECalderonYee@sco.ca.gov

Gwendolyn Carlos, *State Controller's Office*

Local Government Programs and Services Division, Bureau of Payments, 3301 C Street, Suite 740,
Sacramento, CA 95816
Phone: (916) 323-0706
gcarlos@sco.ca.gov

Annette Chinn, *Cost Recovery Systems, Inc.***Claimant Representative**

705-2 East Bidwell Street, #294, Folsom, CA 95630
Phone: (916) 939-7901
achinnrcs@aol.com

Carolyn Chu, Senior Fiscal and Policy Analyst, *Legislative Analyst's Office*

925 L Street, Suite 1000, Sacramento, CA 95814
Phone: (916) 319-8326
Carolyn.Chu@lao.ca.gov

Michael Coleman, *Coleman Advisory Services*

2217 Isle Royale Lane, Davis, CA 95616
Phone: (530) 758-3952
coleman@muni1.com

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donna.ferebee@dof.ca.gov

Susan Geanacou, *Department of Finance*

915 L Street, Suite 1280, Sacramento, CA 95814
Phone: (916) 445-3274
susan.geanacou@dof.ca.gov

Dillon Gibbons, Legislative Representative, *California Special Districts Association*

1112 I Street Bridge, Suite 200, Sacramento, CA 95814
Phone: (916) 442-7887
dillong@csda.net

Heather Halsey, Executive Director, *Commission on State Mandates*

980 9th Street, Suite 300, Sacramento, CA 95814
Phone: (916) 323-3562
heather.halsey@csm.ca.gov

Sunny Han, Project Manager, *City of Huntington Beach*

2000 Main Street, Huntington Beach, CA 92648
Phone: (714) 536-5907
Sunny.han@surfcity-hb.org

Chris Hill, Principal Program Budget Analyst, *Department of Finance*

Local Government Unit, 915 L Street, Sacramento, CA 95814
Phone: (916) 445-3274
Chris.Hill@dof.ca.gov

Jason Jennings, Director, *Maximus Consulting*

Financial Services, 808 Moorefield Park Drive, Suite 205, Richmond, VA 23236
Phone: (804) 323-3535
SB90@maximus.com

Edward Jewik, *County of Los Angeles*

Auditor-Controller's Office, 500 W. Temple Street, Room 603, Los Angeles, CA 90012
Phone: (213) 974-8564
ejewik@auditor.lacounty.gov

Anita Kerezsi, *AK & Company*
2425 Golden Hill Road, Suite 106, Paso Robles, CA 93446
Phone: (805) 239-7994
akcompanysb90@gmail.com

Joanne Kessler, Fiscal Specialist, *City of Newport Beach*
Revenue Division, 100 Civic Center Drive, Newport Beach, CA 90266
Phone: (949) 644-3199
jkessler@newportbeachca.gov

Lisa Kurokawa, Bureau Chief for Audits, *State Controller's Office*
Compliance Audits Bureau, 3301 C Street, Suite 700, Sacramento, CA 95816
Phone: (916) 327-3138
lkurokawa@sco.ca.gov

Alison Leary, Deputy General Counsel, *League of California Cities*
1400 K Street, Suite 400, Sacramento, CA 95814
Phone: (916) 658-8200
aleary@cacities.org

Erika Li, Program Budget Manager, *Department of Finance*
915 L Street, 10th Floor, Sacramento, CA 95814
Phone: (916) 445-3274
erika.li@dof.ca.gov

Jill Magee, Program Analyst, *Commission on State Mandates*
980 9th Street, Suite 300, Sacramento, CA 95814
Phone: (916) 323-3562
Jill.Magee@csm.ca.gov

Corrie Manning, Assistant General Counsel, *League of California Cities*
1400 K Street, Suite 400, Sacramento, CA 95814
Phone: (916) 658-8200
cmanning@cacities.org

Jane McPherson, Financial Services Director, *City of Oceanside*
300 North Coast Highway, Oceanside, CA 92054
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December 10, 2021

Ms. Annette Chinn
Cost Recovery Systems, Inc.
705-2 East Bidwell Street, #294
Folsom, CA 95630

Ms. Natalie Sidarous
State Controller's Office
Local Government Programs and Services
Division
3301 C Street, Suite 740
Sacramento, CA 95816

Exhibit B

And Parties, Interested Parties, and Interested Persons (See Mailing List)

Re: Draft Proposed Decision, Schedule for Comments, and Notice of Hearing
Municipal Storm Water and Urban Runoff Discharges, 19-0304-I-02
Los Angeles Regional Quality Control Board Order No. 01-182,
Permit CAS004001, Part 4F5c3
Fiscal Years: 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007,
2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013
City of Norwalk, Claimant

Dear Ms. Chinn and Ms. Sidarous:

The Draft Proposed Decision for the above-captioned matter is enclosed for your review and comment.

Written Comments

Written comments may be filed on the Draft Proposed Decision not later than **5:00 p.m. on December 31, 2021**. Please note that all representations of fact submitted to the Commission must be signed under penalty of perjury by persons who are authorized and competent to do so and must be based upon the declarant's personal knowledge, information, or belief. (Cal. Code Regs., tit. 2, § 1187.5.) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over an objection in civil actions. (Cal. Code Regs., tit. 2, § 1187.5.) The Commission's ultimate findings of fact must be supported by substantial evidence in the record.¹

You are advised that comments filed with the Commission are required to be electronically filed (e-filed) in an unlocked legible and searchable PDF file, using the Commission's Dropbox. (Cal. Code Regs., tit. 2, § 1181.3(c)(1).) Refer to http://www.csm.ca.gov/dropbox_procedures.php on the Commission's website for electronic filing instructions. If e-filing would cause the filer undue hardship or significant prejudice, filing may occur by first class mail, overnight delivery or personal service only upon approval of a written request to the executive director. (Cal. Code Regs., tit. 2, § 1181.3(c)(2).)

¹ Government Code section 17559(b), which provides that a claimant or the state may commence a proceeding in accordance with the provisions of section 1094.5 of the Code of Civil Procedure to set aside a decision of the Commission on the ground that the Commission's decision is not supported by substantial evidence in the record.

Ms. Chinn and Ms. Sidarous

December 10, 2021

Page 2

If you would like to request an extension of time to file comments, please refer to section 1187.9(a) of the Commission's regulations.

Hearing

This matter is set for hearing on **Friday, January 28, 2022**, at 10:00 a.m. via Zoom. The Proposed Decision will be issued on or about January 14, 2022.

Please notify Commission staff not later than the Wednesday prior to the hearing that you or a witness you are bringing plan to testify and please specify the names of the people who will be speaking for inclusion on the witness list and so that detailed instructions regarding how to participate as a witness in this meeting on Zoom can be provided to them. When calling or emailing, please identify the item you want to testify on and the entity you represent. The Commission Chairperson reserves the right to impose time limits on presentations as may be necessary to complete the agenda.

If you would like to request postponement of the hearing, please refer to section 1187.9(b) of the Commission's regulations.

Sincerely,

A handwritten signature in cursive script, appearing to read "Heather Halsey".

Heather Halsey
Executive Director

ITEM ____
INCORRECT REDUCTION CLAIM
DRAFT PROPOSED DECISION

Los Angeles Regional Quality Control Board Order No. 01-182 Permit CAS004001
Part 4F5c3

Municipal Storm Water and Urban Runoff Discharges

Fiscal Years 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009,
2009-2010, 2010-2011, 2011-2012, 2012-2013

19-0304-I-02

City of Norwalk, Claimant

EXECUTIVE SUMMARY

Overview

This Incorrect Reduction Claim (IRC) challenges the State Controller’s (Controller’s) reduction of reimbursement claims filed by the City of Norwalk (claimant) for fiscal years 2002-2003 to 2012-2013 for the *Municipal Storm Water and Urban Runoff Discharges* program. The Final Audit Report determined that out of the \$1,441,130 in total costs claimed, \$361,508 was allowable and \$1,079,622 was unallowable.¹

The claimant challenges the Controller’s three audit findings: the claimant overstated the amount of one-time activities related to the number of transit stop trash receptacles installed (Finding 1); the claimant overstated ongoing costs related to the maintenance of trash receptacles for the audit period by overstating the number of trash collections (Finding 2); and the claimant used Proposition A and C Local Return funds to pay for the program, but did not report those revenues as offsetting revenues (Finding 3).²

Staff finds that the IRC was timely filed, and that Controller’s reductions are correct as a matter of law and not arbitrary, capricious, or entirely lacking in evidentiary support. Staff recommends that the Commission deny this IRC.

Procedural History

The claimant signed the reimbursement claims for fiscal years 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009, and 2009-2010, on September 28, 2011.³

¹ Exhibit A, IRC, filed May 22, 2020, page 191 (Audit Report).

² Exhibit A, IRC, filed May 22, 2020, pages 3-10.

³ Exhibit A, IRC, filed May 22, 2020, pages 201-211 (Audit Report). The Controller also found in Finding 3 that the claimant used “restricted funds” from the Transit System Fund, the

The claimant submitted a reimbursement claim for the fiscal year 2011-2012 on January 16, 2013,⁴ and for the fiscal year 2012-2013 on February 6, 2014.⁵ The Controller issued the Draft Audit Report on April 11, 2017⁶, and issued the Final Audit Report on May 23, 2017.⁷ The claimant filed the IRC on May 22, 2020.⁸ The Controller has not filed comments on the IRC. Commission staff issued the Draft Proposed Decision on December 10, 2021.⁹

Commission Responsibilities

Government Code section 17561(d) authorizes the Controller to audit the claims filed by local agencies and school districts and to reduce any claim for reimbursement of state-mandated costs if the Controller determines that the claim is excessive or unreasonable.

Government Code section 17551(d) requires the Commission to hear and decide a claim that the Controller has incorrectly reduced payments to the local agency or school district. If the Commission determines that a reimbursement claim has been incorrectly reduced, section 1185.9 of the Commission's regulations requires the Commission to send the decision to the Controller and request that the costs in the claim be reinstated.

The Commission must review questions of law, including interpretation of parameters and guidelines, de novo, without consideration of legal conclusions made by the Controller in the context of an audit. The Commission is vested with exclusive authority to adjudicate disputes over the existence of state-mandated programs within the meaning of article XIII B, section 6 of the California Constitution.¹⁰ The Commission must also interpret the Government Code and implementing regulations in accordance with the broader constitution and statutory scheme. In making its decisions, the Commission must strictly construe article XIII B, section 6 and not

Equipment Maintenance Fund, the Community Development Block Grant Fund, and the Water Utility Fund to pay for one-time costs and that such funds should have been identified as an offset. (Exhibit A, IRC, filed May 22, 2020, pages 209-211 (Audit Report).) The claimant's IRC does not address these findings. Section 1185.1(f) of the Commission's regulations requires the IRC narrative to include "comprehensive description of the reduced or disallowed areas of costs." Accordingly, this Decision does not address the reductions related to the Transit System Fund, the Equipment Maintenance Fund, the Community Development Block Grant Fund, and the Water Utility Fund.

⁴ Exhibit A, IRC, filed May 22, 2020, page 466 (Claim for Payment).

⁵ Exhibit A, IRC, filed May 22, 2020, page 468 (Claim for Payment).

⁶ Exhibit A, IRC, filed May 22, 2020, page 196 (Audit Report).

⁷ Exhibit A, IRC, filed May 22, 2020, pages 190-196 (Final Audit Report).

⁸ Exhibit A, IRC, filed May 22, 2020, page 1.

⁹ Exhibit B, Draft Proposed Decision issued December 10, 2021.

¹⁰ *Kinlaw v. State of California* (1991) 54 Cal.3d 326, 331-334; Government Code sections 17551, 17552.

apply it as an “equitable remedy to cure the perceived unfairness resulting from political decisions on funding priorities.”¹¹

With regard to the Controller’s audit decisions, the Commission must determine whether they were arbitrary, capricious, or entirely lacking in evidentiary support. This standard is similar to the standard used by the courts when reviewing an alleged abuse of discretion of a state agency.¹²

The Commission must also review the Controller’s audit in light of the fact that the initial burden of providing evidence for a claim of reimbursement lies with the claimant.¹³ In addition, section 1185.1(f)(3) and 1185.2(d) and (e) of the Commission’s regulations requires that any assertions of fact by the parties to an IRC must be supported by documentary evidence. The Commission’s ultimate findings of fact must be supported by substantial evidence in the record.¹⁴

Claims

The following chart provides a brief summary of the claims and issues raised and staff’s recommendation.

Issue	Description	Staff Recommendation
Was the IRC timely filed?	Section 1185.1 of the Commission’s regulations requires IRCs to be filed no later than three years after the claimant first receives from the Controller a final state audit report, letter, or other written notice of adjustment to a reimbursement claim, which notice complies with Government Code section 17558.5(c).	<i>The IRC was timely filed – The Final Audit Report of May 23, 2017, complies with the notice requirements in Government Code section 17558.5(c). The IRC was filed on May 22, 2020, less than three years from the date of the Audit Report, and is therefore timely filed.</i>
Was the Controller’s reduction of the claimant’s reimbursement for the one-	The claimant initially claimed reimbursement for the installation of 359 trash	<i>Not arbitrary, capricious, or entirely lacking in evidentiary support – To support its</i>

¹¹ *County of Sonoma v. Commission on State Mandates* (2000), 84 Cal.App.4th 1264, 1281, citing *City of San Jose v. State of California* (1996) 45 Cal.App.4th 1802, 1817.

¹² *Johnston v. Sonoma County Agricultural Preservation and Open Space District* (2002) 100 Cal.App.4th 973, 983-984; *American Bd. of Cosmetic Surgery, Inc. v. Medical Bd. of California* (2008) 162 Cal.App.4th 534, 547.

¹³ *Gilbert v. City of Sunnyvale* (2005) 130 Cal.App.4th 1264, 1274-1275.

¹⁴ Government Code section 17559(b), which provides that a claimant or the state may commence a proceeding in accordance with the provisions of section 1094.5 of the Code of Civil Procedure to set aside a decision of the Commission on the ground that the Commission’s decision is not supported by substantial evidence in the record.

<p>time installation of trash receptacles from 217 to 194 arbitrary, capricious, or entirely lacking in evidentiary support?</p>	<p>receptacles: 165 in fiscal year 2002-03, and 194 trash receptacles in fiscal year 2006-07. The Controller found that the claimant had actually installed 194 trash receptacles. This resulted in a reduction from \$504,477 to \$193,544. The claimant admits that it did not install 359 trash receptacles, but contends that the actual amount is 217.</p>	<p>claim for reimbursement, the claimant provided a 2008 maintenance agreement from Nationwide stating that it would maintain 217 bus stops.¹⁵ The agreement, however, does not identify the transit receptacles actually installed by the claimant during the audit period.¹⁶ To verify the claimant's request for reimbursement, the Controller reviewed a city-generated spreadsheet from 2007 that identified the 217 transit locations that the Controller used to determine that 23 transit stops were either abandoned or did not contain a trash receptacle.¹⁷ The Controller also reviewed a Geographical Information System (GIS) transit map that identified 194 bus stop locations, and the claimant's 2012-2013 budget that acknowledged 194 bus stops.¹⁸ The claimant contends that it submitted invoices supporting its claim of receptacles installed, but the claimant's reimbursement claim for fiscal year 2006-07 states that Olivas Valdez, Inc. "[f]urnished all labor and materials for installation of 194 litter receptacles at</p>
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¹⁵ Exhibit A, IRC, filed May 22, 2020, page 3.

¹⁶ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹⁷ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹⁸ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

		<p>specified bus stop locations.”¹⁹ The Controller considered the claimant’s claims and documentation, conducted a diligent inquiry into the claimant’s claims, and came to its determination that the claimant was only allowed reimbursement for the installation of 194 trash receptacles. The Controller’s reduction was therefore not arbitrary, capricious, or entirely lacking in evidentiary support.</p>
<p>Was the Controller’s reduction of the claimant’s reimbursement for the ongoing activities of trash collections correct as a matter of law and not arbitrary, capricious, or entirely lacking in evidentiary support?</p>	<p>The Parameters and Guidelines require that local agencies must retain documentation which supports the reimbursement of the maintenance costs identified in Section IV.B of the parameters and guidelines during the period subject to audit, including documentation showing the number of trash receptacles in the jurisdiction and the number of trash collections or pickups.²⁰</p> <p>For the relevant period, the claimant sought reimbursement for 136,526 trash collections.²¹ The claimant, however, did not provide documentation aside from maintenance agreements with Nationwide and Conservation Corps to</p>	<p><i>Correct as a matter of law and not arbitrary, capricious, or entirely lacking in evidentiary support</i> – The claimant failed to provide adequate supporting documentation required by the Parameters and Guidelines showing the number of trash collections during the audit period. The claimant relies on two service agreements with Conservation Corps and Nationwide, but these agreements do not prove the number of trash collections claimed. Thus, the reduction is correct as a matter of law. The Controller reviewed the GIS transit map provided by the claimant, Google images dating back to 2007, discussions with the Los Angeles Metropolitan Transit</p>

¹⁹ Exhibit A, IRC, filed May 22, 2020, page 307.

²⁰ Exhibit A, IRC, filed May 22, 2020, page 172 (Parameters and Guidelines).

²¹ Exhibit A, IRC, filed May 22, 2020, page 204 (Audit Report).

	<p>support the annual number of trash collections claimed.²² Through its audit, the Controller found that the claimant misstated the number of trash collections claimed and reduced the allowable amount to 116,484.²³ This resulted in a reduction from \$936,653 to \$795,376.²⁴</p>	<p>Authority’s Manager of Strategic Planning and Administrative Services, the city-generated spreadsheet, the claimant’s fiscal year 2012-2013 budget, and the claimant’s service agreements with Conservation Corps and Nationwide to determine the allowable number of trash collections during the audit period.²⁵ The claimant contends that the Controller’s conclusion is supported by speculation as to bus stop locations and routes that may change over the years, but fails to provide any evidence demonstrating that their claim for reimbursement is accurate or that the Controller’s findings are inaccurate.</p>
<p>Was the Controller’s reduction of costs claimed, based on the determination that Proposition A and C sales tax Local Return funds used by the claimant to pay for the mandate are offsetting revenues, that should have been identified and deducted from the reimbursement claim, correct as a matter of law?</p>	<p>The claimant used Local Return funds from the Proposition A and C sales taxes rather than revenue from its general fund to partially pay for one-time costs and to maintain trash receptacles in accordance with the mandate. The claimant did not identify and deduct the Proposition A and C Local Return funds as offsetting revenues in its reimbursement claims.</p>	<p><i>Correct as a matter of law –</i> The Proposition A and C local return funds used by the claimant to pay for the mandated activities are offsetting revenues that should have been identified and deducted from their reimbursement claims. Article XIII B, section 6 requires reimbursement only when the state-mandated program forces local governments to incur increased actual expenditures</p>

²² Exhibit A, IRC, filed May 22, 2020, page 205 (Audit Report).

²³ Exhibit A, IRC, filed May 22, 2020, page 204 (Audit Report).

²⁴ Exhibit A, IRC, filed May 22, 2020, page 204 (Audit Report).

²⁵ Exhibit A, IRC, filed May 22, 2020, pages 204-208 (Audit Report).

	<p>Section VIII. of the Parameters and Guidelines states: “reimbursement for this mandate received from any federal, state or <i>nonlocal</i> source shall be identified and deducted from this claim.”²⁶</p> <p>The claimant argues that the Controller improperly classified the Proposition A and C funds as “offsetting” revenues because the revenues from Proposition A and C were not specifically intended for or dedicated for the same program as the <i>Municipal Storm Water and Urban Runoff Discharges</i> mandate. The claimant also argues that the Proposition A and C funds are not a federal, state, or non-local source. And claimant argues that it has the ability to pay back Proposition A and C funds if reimbursement is received.</p>	<p>of their limited “proceeds of taxes,” which are counted against the local governments’ spending limit.²⁷ Proposition A and C local return program funds are not the claimant’s “proceeds of taxes” because these taxes are not imposed pursuant to the claimant’s authority to levy taxes, nor are the revenues distributed to the claimant subject to the claimant’s appropriations limit.²⁸ Thus, the reference in the Parameters and Guidelines to “nonlocal” funds to pay for a state-mandated program means that the funds for the program are not the claimant’s own proceeds of taxes, nor are they subject to the claimant’s appropriations limit imposed by article XIII B. Nonlocal funds, when used to pay for a state-mandated program, are required to be identified and deducted from reimbursement claims as offsetting revenue.</p>
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²⁶ Exhibit A, IRC, filed May 22, 2020, page 172 (Parameters and Guidelines).

²⁷ *County of Sonoma v. Commission on State Mandates* (2000) 84 Cal.App.4th 1264, 1283; *County of Los Angeles v. Commission on State Mandates* (2003) 110 Cal.App.4th 1176, 1185; *Redevelopment Agency of the City of San Marcos v. Commission on State Mandates* (1997) 55 Cal.App.4th 976, 986-987.

²⁸ California Constitution, article XIII B, sections 8(b) and 8(c); *County of Placer v. Corin* (1980) 113 Cal.App.3d 443, 451; Government Code section 7904; Public Utilities Code sections 130350, 130354; Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), page 6.

		<p>Since these Proposition A and C sales tax revenues (i.e., local return funds) do not constitute the claimant’s proceeds of taxes, nor are they subject to the claimant’s appropriation limit, they are “nonlocal” sources of revenue.</p>
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Staff Analysis

A. The Claimant Timely Filed this IRC Within Three Years from the Date the Claimant Received from the Controller a Final State Audit Report, Letter, or Other Written Notice of Adjustment to a Reimbursement Claim.

Section 1185.1 of the Commission’s regulations requires IRCs to be filed no later than three years after the claimant first receives from the Controller a final state audit report, letter, or other written notice of adjustment to a reimbursement claim that complies with Government Code section 17558.5(c). The Final Audit Report, dated May 23, 2017, specifies the claim components and amounts adjusted, and the reasons for the adjustments,²⁹ and thereby complies with the notice requirements in section 17558.5(c). Because the claimant filed the IRC on May 22, 2020,³⁰ within three years of date of the Final Audit Report, staff finds that the IRC was timely filed.

B. The Controller’s Reduction of the Claimant’s Reimbursement for the One-time Installation of Trash Receptacles from 217 to 194 Is Not Arbitrary, Capricious, or Entirely Lacking in Evidentiary Support.

Staff finds that the Controller’s reduction of the claimant’s one-time activities related to the purchase and installation of transit stop trash receptacles is not arbitrary, capricious, or entirely lacking in evidentiary support. To support its claim for reimbursement, the claimant provided a 2008 maintenance agreement from Nationwide Environmental Services Inc. (Nationwide) stating that it would maintain 217 bus stops. The agreement, however, does not identify the transit receptacles actually installed by the claimant during the audit period. To verify the claimant’s request for reimbursement, the Controller reviewed a city-generated spreadsheet from 2007 that identified the 217 transit locations that the Controller used to determine that 23 transit stops were either abandoned or did not contain a trash receptacle. The Controller also reviewed a Geographical Information System (GIS) transit map that identified 194 bus stop locations, and the claimant’s 2012-2013 budget that acknowledged 194 bus stops. The claimant contends that it submitted invoices supporting its claim of receptacles installed, but the claimant’s reimbursement claim for fiscal year 2006-07 states that Olivas Valdez, Inc. “[f]urnished all labor and materials for installation of 194 litter receptacles at specified bus stop locations.” The Controller considered the claimant’s claims and documentation, conducted a diligent inquiry into

²⁹ Exhibit A, IRC, filed May 22, 2020, pages 190-215 (Audit Report Cover Letter and Report).

³⁰ Exhibit A, IRC, filed May 22, 2020, page 1.

the claimant's claims, and came to its determination that the claimant was only allowed reimbursement for the installation of 194 trash receptacles. This decision was deliberate and rational and has not been rebutted with any evidence by the claimant. Therefore, the Controller's reduction is not arbitrary, capricious, or entirely lacking in evidentiary support.

C. The Controller's Reduction of the Ongoing Costs for Trash Collections Is Correct as a Matter of Law and Not Arbitrary, Capricious, or Entirely Lacking in Evidentiary Support.

Staff finds that the Controller's reduction to the number of trash collections claimed is correct as a matter of law and not arbitrary, capricious, or entirely lacking in evidentiary support. The claimant failed to provide adequate supporting documentation required by section VII. of the Parameters and Guidelines showing the number of trash collections during the audit period. The claimant relies on two service agreements with Conservation Corps and Nationwide, but these agreements do not prove the number of trash collections claimed. Thus, the reduction is correct as a matter of law. The Controller reviewed the GIS transit map provided by the claimant, Google images dating back to 2007, discussions with the Los Angeles Metropolitan Transit Authority's (MTA) Manager of Strategic Planning and Administrative Services, the city-generated spreadsheet, the claimant's fiscal year 2012-2013 budget, and the claimant's service agreements with Conservation Corps and Nationwide to determine the allowable number of trash collections during the audit period.³¹ The claimant contends that the Controller's conclusion is supported by speculation as to bus stop locations and routes that may change over the years, but fails to provide any evidence demonstrating that their claim for reimbursement is accurate or that the Controller's findings are inaccurate.³² The Controller's field audit was deliberate and the findings are rationally tied to the evidence it reviewed in the audit.

D. The Controller's Reduction, Based on the Determination that Proposition A and C Local Return Funds Are Offsetting Revenue that Should Have Been Identified and Deducted from the Reimbursement Claims, Is Correct as a Matter of Law.

Staff finds that the Proposition A and C Local Return funds used by the claimant are offsetting revenue that should have been identified and deducted from the reimbursement claims and thus, the Controller's reduction is correct as a matter of law. The claimant agrees that it used Proposition A and C local return funds from transportation sales taxes levied by the Los Angeles MTA to pay for the ongoing mandated trash receptacle maintenance.³³ The claimant contends

³¹ Exhibit A, IRC, filed May 22, 2020, pages 204-208 (Audit Report).

³² Exhibit A, IRC, filed May 22, 2020, pages 4-5.

³³ Exhibit A, IRC, filed May 22, 2020, page 7. Propositions A and C include a Local Return program, under which Los Angeles County cities and the County, including the claimant, receive 25 percent and 20 percent, respectively, of the sales tax revenue collected. See Exhibit X, Proposition A Ordinance, http://libraryarchives.metro.net/DPGTL/legislation/1980_proposition_a_ordinance.pdf (accessed on February 22, 2021), page 3; Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), page 4.

that these funds are not offsetting revenues because it has the ability to pay back the funds if reimbursed and the funds are not a federal, state, or non-local source within the meaning of the Parameters and Guidelines.³⁴

Staff finds that Proposition A and C local return fund revenues are not the claimant's "proceeds of taxes" within the meaning of article XIII B of the California Constitution because the taxes are not levied by the claimant nor are they subject to the claimant's appropriations limit. Therefore, staff finds that the Proposition C local return revenue used by the claimant is offsetting revenue that should have been identified and deducted from the reimbursement claims and thus, the Controller's reduction is correct as a matter of law. Section VIII. of the Parameters and Guidelines requires that "reimbursement for this mandate received from any federal, state or *nonlocal source* shall be identified and deducted from this claim" as offsetting revenue, and these funds are nonlocal sources of revenue.³⁵ To understand the meaning of *nonlocal* revenue, the Parameters and Guidelines must be read consistently with the constitutional legal principles underlying the reimbursement of state-mandated costs.³⁶

Article XIII B, section 6 was specifically designed to protect the tax revenues of local governments from state mandates that would require expenditure of tax revenues which are subject to limitation. Thus, contrary to the claimant's assertions, the courts have consistently found that the purpose of section 6 is to preclude "the state from shifting financial responsibility for carrying out governmental functions to local governmental entities, which are 'ill equipped' to assume increased financial responsibilities *because of the taxing and spending limitations that articles XIII A and XIII B impose.*"³⁷ The California Supreme Court, in *County of Fresno v. State of California*,³⁸ explained:

Section 6 was included in article XIII B in recognition that article XIII A of the Constitution severely restricted the taxing powers of local governments. (See *County of Los Angeles I, supra*, 43 Cal.3d at p. 61.) The provision was intended to preclude the state from shifting financial responsibility for carrying out governmental functions onto local entities that were ill equipped to handle the task. (*Ibid.*; see *Lucia Mar Unified School Dist. v. Honig* (1988) 44 Cal.3d 830, 836, fn. 6.) Specifically, it was designed to protect the tax revenues of local governments from state mandates that would require expenditure of such revenues. Thus, although its language broadly declares that the "state shall provide a subvention of funds to reimburse ... local government for the costs [of a state-mandated new] program or higher level of service," read in its textual and

³⁴ Exhibit A, IRC, filed May 22, 2020, pages 6-10.

³⁵ Exhibit A, IRC, filed May 22, 2020, page 172 (Parameters and Guidelines).

³⁶ See *Clovis Unified School Dist. v. Chiang* (2010) 188 Cal.App.4th 974, 811 and 812, where the court states that the parameters and guidelines must be read in context, and with the fundamental legal principles underlying state-mandated costs.

³⁷ *Dept. of Finance v. Commission on State Mandates* (2016) 1 Cal.5th 749, 763 (quoting *County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81), emphasis added.

³⁸ *County of Fresno v. State of California* (1991) 53 Cal.3d 482.

historical context section 6 of article XIII B requires subvention only when the costs in question can be recovered *solely from tax revenues*.³⁹

It has been the long-held position, supported by case law, that only state mandates that require the expenditure of a claimant’s “proceeds of taxes” limited by the tax and spend provisions in articles XIII A and XIII B are reimbursable, and that local governments authorized to recoup costs through non-tax sources are not eligible for reimbursement under article XIII B, section 6.⁴⁰

Neither Proposition A nor Proposition C are the claimant’s local “proceeds of taxes” for purposes of mandates reimbursement because they are neither levied by the claimant nor subject to the claimant’s appropriations limit. As such, any costs incurred by the claimant in performing the mandated activities that are funded by Proposition A or Proposition C, non-local taxes, are excluded from mandate reimbursement under article XIII B, section 6.

The power of a local government to tax is derived from the Constitution, upon the Legislature’s authorization.⁴¹ “The Legislature may not impose taxes for local purposes but may authorize local governments to impose them.”⁴² In other words, a local government’s taxing authority is derived from statute.

Metro, as the successor to the Los Angeles County Transportation Commission, is authorized by statute to levy the Proposition A and Proposition C transactions and use taxes throughout Los Angeles County.⁴³ Under the Proposition A and Proposition C ordinances, twenty-five percent of Proposition A taxes and twenty percent of Proposition C taxes, respectively, are allocated to the local return programs funds for the cities and the county to use for public transit purposes.⁴⁴ Permissible uses include bus stop improvements and maintenance projects, which include the installation, replacement and maintenance of trash receptacles.⁴⁵ The claimant does not dispute receiving Proposition A and Proposition C tax revenues through the local return programs during

³⁹ *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487, emphasis in original.

⁴⁰ *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487 (Article XIII B “was not intended to reach beyond taxation”).

⁴¹ California Constitution, article XIII, section 24(a).

⁴² *County of Placer v. Corin* (1980) 113 Cal.App.3d 443, 450 [“Taxes are levied by the Legislature, or by counties and municipalities under their delegated power, for the support of the state, county, or municipal government”].

⁴³ Public Utilities Code section 130350 (Stats. 1976, ch. 1333).

⁴⁴ Exhibit X, Proposition A Ordinance, http://libraryarchives.metro.net/DPGTL/legislation/1980_proposition_a_ordinance.pdf (accessed on February 22, 2021), page 3; Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), page 4; Exhibit A, IRC, filed May 22, 2020, page 96 (Local Return Guidelines 2007 Edition).

⁴⁵ Exhibit A, IRC, filed May 22, 2020, page 102 (Local Return Guidelines 2007 Edition).

the audit period and using those funds for the eligible purposes of installing and maintaining trash receptacles at transit stops.

These taxes, however, are not levied “by or for” the cities and county, as that constitutional phrase is interpreted by the courts, because the claimant does not have the authority to levy Proposition A and C taxes; these taxes are not the claimant’s local proceeds of taxes.⁴⁶ Nor are the proceeds subject to the city’s appropriations limit.⁴⁷

Under article XIII B, section 6 of the California Constitution, the state is required to provide reimbursement only when a local government is mandated to spend its own proceeds of taxes subject to the appropriations limit of article XIII B.⁴⁸ Because the Proposition A and Proposition C local return funds are not the claimant’s “proceeds of taxes levied by or for that entity,” they are not the claimant’s “appropriations subject to limitation.”⁴⁹

Thus, expenditures from these “nonlocal” (Proposition A and C Local Return) funds should have been identified and deducted as offsetting revenues. Therefore, the Controller’s reduction is correct as a matter of law.

Conclusion

Staff concludes that the Controller’s reductions are correct as a matter of law and not arbitrary, capricious, or entirely lacking in evidentiary support.

Staff Recommendation

Staff recommends that the Commission adopt the Proposed Decision to deny the IRC. Staff further recommends that the Commission authorize staff to make any technical, non-substantive changes to the Proposed Decision following the hearing.

⁴⁶ *Bell Community Redevelopment Agency v. Woosley* (1985) 169 Cal.App.3d 24, 32; Article XIII B, section 8(b) of the California Constitution.

⁴⁷ Government Code section 7904; Public Utilities Code sections 130350, 130354; Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), page 6.

⁴⁸ *Dept. of Finance v. Commission on State Mandates* (2016) 1 Cal.5th 749, 762-763; *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 486–487.

⁴⁹ California Constitution, article XIII B, section 8.

BEFORE THE
COMMISSION ON STATE MANDATES
STATE OF CALIFORNIA

<p>IN RE INCORRECT REDUCTION CLAIM</p> <p>Los Angeles Regional Water Quality Control Board Order No. 01-182 Permit CAS004001, Part 4F5c3</p> <p>Fiscal Years 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013</p> <p>Filed on May 22, 2020</p> <p>City of Norwalk, Claimant</p>	<p>Case No.: 19-0304-I-02</p> <p><i>Municipal Storm Water and Urban Runoff Discharges</i></p> <p>DECISION PURSUANT TO GOVERNMENT CODE SECTION 17500 ET SEQ.; CALIFORNIA CODE OF REGULATIONS, TITLE 2, DIVISION 2, CHAPTER 2.5, ARTICLE 7.</p> <p><i>(Adopted January 28, 2022)</i></p>
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DECISION

The Commission on State Mandates (Commission) heard and decided this Incorrect Reduction Claim (IRC) during a regularly scheduled hearing on January 28, 2022. [Witness list will be included in the adopted Decision.]

The law applicable to the Commission’s determination of a reimbursable state-mandated program is article XIII B, section 6 of the California Constitution, Government Code sections 17500 et seq., and related case law.

The Commission [adopted/modified] the Proposed Decision to [approve/partially approve/deny] the IRC by a vote of [vote will be included in the adopted Decision], as follows:

Member	Vote
Lee Adams, County Supervisor	
Natalie Kuffel, Representative of the Director of the Office of Planning and Research	
Gayle Miller, Representative of the Director of the Department of Finance, Chairperson	
Renee Nash, School District Board Member	
Sarah Olsen, Public Member	
Yvette Stowers, Representative of the State Controller, Vice Chairperson	
Spencer Walker, Representative of the State Treasurer	

Summary of the Findings

This IRC challenges the State Controller's Office's (Controller's) reduction to reimbursement claims filed by the City of Norwalk (claimant) for the *Municipal Storm Water and Urban Runoff Discharges* program for fiscal years 2002-2003 to 2012-2013 (the audit period).

During the audit period, the claimant filed reimbursement claims totaling \$1,441,130 to perform the mandated activities of installing and maintaining trash receptacles at its transit stops.⁵⁰ The Controller's final audit found that \$361,058 was allowable and \$1,079,622 was unallowable.⁵¹ The Controller's reductions were set forth in the following three findings: the claimant overstated the amount of one-time activities related to the number of transit stop trash receptacles installed (Finding 1); the claimant overstated ongoing costs related to the maintenance of trash receptacles for the audit period by overstating the number of trash collections (Finding 2); and the claimant used Proposition A and C Local Return funds to pay for the program, but did not report those revenues as offsetting revenues (Finding 3).⁵²

The Commission finds that the IRC was timely filed within three years of the date the Controller notified the claimant of the reduction.

The Commission finds that the Controller's reduction of the claimant's one-time activities related to the purchase and installation of transit stop trash receptacles (Finding 1) is not arbitrary, capricious, or entirely lacking in evidentiary support. To support its claim for reimbursement, the claimant provided a maintenance agreement from Nationwide Environmental Services Inc. (Nationwide) stating that it would maintain 217 bus stops.⁵³ The agreement, however, does not identify the transit receptacles actually installed by the claimant during the audit period.⁵⁴ To verify the claimant's request for reimbursement, the Controller reviewed a city-generated spreadsheet from 2007 that identified the 217 transit locations that the Controller used to determine that 23 transit stops were either abandoned or did not contain a trash receptacle.⁵⁵ The Controller also reviewed a Geographical Information System (GIS) transit map that identified 194 bus stop locations, and the claimant's 2012-2013 budget that acknowledged 194 bus stops.⁵⁶ The claimant contends that it submitted invoices supporting its claim of receptacles installed, but the claimant's reimbursement claim for fiscal year 2006-07 states that Olivas Valdez, Inc. "[f]urnished all labor and materials for installation of 194 litter receptacles at specified bus stop locations."⁵⁷ The Controller considered the claimant's claims and documentation, conducted a diligent inquiry into claimant's claims, and came to its

⁵⁰ Exhibit A, IRC, filed May 22, 2020, pages 190-215 (Audit Report).

⁵¹ Exhibit A, IRC, filed May 22, 2020, pages 190-215 (Audit Report).

⁵² Exhibit A, IRC, filed May 22, 2020, pages 190-215 (Audit Report).

⁵³ Exhibit A, IRC, filed May 22, 2020, page 3.

⁵⁴ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

⁵⁵ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

⁵⁶ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

⁵⁷ Exhibit A, IRC, filed May 22, 2020, page 307.

determination that the claimant was only allowed reimbursement for the installation of 194 trash receptacles. This decision has not been rebutted with any evidence by the claimant.

The Commission finds that the Controller's reduction to the number of trash collections claimed (Finding 2) is correct as a matter of law and not arbitrary, capricious, or entirely lacking in evidentiary support. The claimant failed to provide adequate supporting documentation required by section VII. of the Parameters and Guidelines showing the number of trash collections during the audit period. The claimant relies on two service agreements with Conservation Corps and Nationwide, but these agreements do not prove the number of trash collections claimed. Thus, the reduction is correct as a matter of law. The Controller reviewed the GIS transit map provided by the claimant, Google images dating back to 2007, discussions with the Los Angeles Metropolitan Transit Authority's (Metro's) Manager of Strategic Planning and Administrative Services, the city-generated spreadsheet, the claimant's fiscal year 2012-2013 budget, and the claimant's service agreements with Conservation Corps and Nationwide to determine the allowable number of trash collections during the audit period.⁵⁸ The claimant contends that the Controller's conclusion is supported by speculation as to bus stop locations and routes that may change over the years, but fails to provide any evidence demonstrating that their claim for reimbursement is accurate or that the Controller's findings are inaccurate. The Controller's field audit was deliberate and the findings are rationally tied to the evidence it reviewed in the audit.

The Commission further finds that the Controller's reduction, based on its determination that Proposition A and Proposition C local return funds are offsetting revenues that should have been identified and deducted from the reimbursement claims, is correct as a matter of law. Proposition A and Proposition C are transactions and use taxes levied by Metro. A portion of the Proposition A and Proposition C tax revenues are distributed to the claimant cities and county through the Proposition A and Proposition C local return programs for use on eligible transportation projects. These taxes, however, are not levied "by or for" the city, as that constitutional phrase is interpreted by the courts, because the claimant does not have the authority to levy Proposition A and C taxes, and thus, these taxes are not the claimant's local proceeds of taxes.⁵⁹ Nor are the proceeds subject to the city's appropriations limit.⁶⁰ Under article XIII B, section 6 of the California Constitution, the state is required to provide reimbursement only when a local government is mandated to spend its own proceeds of taxes subject to the appropriations limit of article XIII B.⁶¹

Accordingly, the Commission denies this IRC.

⁵⁸ Exhibit A, IRC, filed May 22, 2020, pages 204-208 (Audit Report).

⁵⁹ *Bell Community Redevelopment Agency v. Woosley* (1985) 169 Cal.App.3d 24, 32; Article XIII B, section 8(b) of the California Constitution.

⁶⁰ Government Code section 7904; Public Utilities Code sections 130350, 130354; Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), page 6.

⁶¹ *Dept. of Finance v. Commission on State Mandates* (2016) 1 Cal.5th 749, 762-763; *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 486-487.

COMMISSION FINDINGS

I. Chronology

- 09/28/2011 The claimant signed its fiscal year 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009, 2009-2010, 2010-2011 reimbursement claim(s).⁶²
- 01/16/2013 The claimant submitted its fiscal year 2011-2012 reimbursement claim.⁶³
- 02/06/2014 The claimant submitted its fiscal year 2012-2013 reimbursement claim.⁶⁴
- 04/11/2017 The Controller issued the draft audit report.⁶⁵
- 05/23/2017 The Controller issued the final audit report.⁶⁶
- 05/22/2020 The claimant filed the IRC.⁶⁷
- 09/02/2020 The Controller filed a two-month request for extension of time to respond to the IRC.
- 09/02/2020 The Commission denied the Controller's request for extension of time to respond to the IRC due to the Controller's failure to follow the certification requirement in the Commission's regulations.
- 12/10/2021 Commission staff issued the Draft Proposed Decision.⁶⁸

II. Background

A. The Municipal Storm Water and Urban Runoff Discharges Program

The *Municipal Stormwater and Urban Runoff Discharges*, 03-TC-04, 03-TC-19, 03-TC-20, 03-TC-21 program arose from a consolidated test claim filed by the County of Los Angeles and cities within the county alleging that various sections of a 2001 stormwater permit issued by the Los Angeles Regional Water Quality Control Board, a state agency, constituted a reimbursable state-mandated program within the meaning of article XIII B, section 6 of the California Constitution.⁶⁹

On July 31, 2009, the Commission adopted the Test Claim Decision, finding that the following activity in part 4F5c3 of the permit imposed a reimbursable state mandate on those local agencies subject to the permit that are not subject to a trash total maximum daily load (TDML):

⁶² Exhibit A, IRC, filed May 22, 2020, pages 224-230 (Annual Reimbursement Claims).

⁶³ Exhibit A, IRC, filed May 22, 2020, page 466.

⁶⁴ Exhibit A, IRC, filed May 22, 2020, page 468.

⁶⁵ Exhibit A, IRC, filed May 22, 2020, pages 196, 217.

⁶⁶ Exhibit A, IRC, filed May 22, 2020, pages 190-215 (Audit Report cover letter and Report).

⁶⁷ Exhibit A, IRC, filed May 22, 2020, page 1.

⁶⁸ Exhibit B, Draft Proposed Decision issued December 10, 2021.

⁶⁹ Exhibit A, IRC, filed May 22, 2020, page 166-173 (Parameters and Guidelines).

Place trash receptacles at all transit stops within its jurisdiction that have shelters no later than August 1, 2002, and at all transit stops within its jurisdiction no later than February 3, 2003. All trash receptacles shall be maintained as necessary.⁷⁰

The Commission adopted the Parameters and Guidelines for this program on March 24, 2011.⁷¹ The Parameters and Guidelines provide for reimbursement as follows:

For each eligible local agency, the following activities are reimbursable:

- A. Install Trash Receptacles (one-time per transit stop, reimbursed using actual costs):
 1. Identify locations of all transit stops within the jurisdiction required to have a trash receptacle pursuant to the Permit.
 2. Select receptacle and pad type, evaluate proper placement of receptacles and prepare specifications and drawings.
 3. Prepare contracts, conduct specification review process, advertise bids, and review and award bids.
 4. Purchase or construct receptacles and pads and install receptacles and pads.
 5. Move (including replacement if required) receptacles and pads to reflect changes in transit stops, including costs of removal and restoration of property at former receptacle location and installation at new location.
- B. Maintain Trash Receptacles and Pads (on-going, reimbursed using the reasonable reimbursement methodology):
 1. Collect and dispose of trash at a disposal/recycling facility. *This activity is limited to no more than three times per week.*
 2. Inspect receptacles and pads for wear, cleaning, emptying, and other maintenance needs.
 3. Maintain receptacles and pads. This activity includes painting, cleaning, and repairing receptacles; and replacing liners. The cost of paint, cleaning supplies and liners is reimbursable. *Graffiti removal is not reimbursable.*
 4. Replace individual damaged or missing receptacles and pads. The costs to purchase and install replacement receptacles and pads and dispose of or recycle replaced receptacles and pads are reimbursable.⁷²

Section IV. of the Parameters and Guidelines further provides that only actual costs may be claimed for the one-time activities in Section IV.A. Actual costs are those costs actually incurred to implement the mandated activities.⁷³ Actual costs must be traceable and supported

⁷⁰ Exhibit A, IRC, filed May 22, 2020, page 166 (Parameters and Guidelines).

⁷¹ Exhibit A, IRC, filed May 22, 2020, pages 166-173 (Parameters and Guidelines).

⁷² Exhibit A, IRC, filed May 22, 2020, pages 166-173 (Parameters and Guidelines).

⁷³ Exhibit A, IRC, filed May 22, 2020, page 168 (Parameters and Guidelines).

by contemporaneous source documents that show the validity of such costs, when they were incurred, and their relationship to the reimbursable activities, and may include employee time records or time logs, sign-in sheets, invoices, and receipts.⁷⁴

The ongoing activities in Section IV. B. are reimbursed under a reasonable reimbursement methodology (RRM).⁷⁵ Section VI. of the Parameters and Guidelines describes the RRM as follows:

Under the RRM, the unit cost of \$6.74, during the period of July 1, 2002 to June 30, 2009, for each trash collection or “pickup” is multiplied by the annual number of trash collections (number of receptacles times pickup events for each receptacle), subject to the limitation of no more than three pickups per week. Beginning in fiscal year 2009-2010, the RRM shall be adjusted annually by the implicit price deflator as forecast by the Department of Finance.⁷⁶

Section VII. of the Parameters and Guidelines further requires the claimant to retain documentation to support the RRM that shows the number of trash receptacles, collections, and pickups as follows:

Local agencies must retain documentation which supports the reimbursement of the maintenance costs identified in Section IV.B of these parameters and guidelines during the period subject to audit, including documentation showing the number of trash receptacles in the jurisdiction and the number of trash collections or pickups.⁷⁷

Section VIII. of the Parameters and Guidelines for this program also requires offsetting revenues to be identified and deducted from reimbursement claims:

Any offsetting revenue the claimant experiences in the same program as a result of the same statutes or executive orders found to contain the mandate shall be deducted from the costs claimed. In addition, reimbursement for this mandate received from any federal, state or nonlocal source shall be identified and deducted from this claim.⁷⁸

B. Proposition A and Proposition C Local Return Funds

One of the issues in this IRC is the claimant’s use of Proposition A and Proposition C Local Return Funds to pay for the mandated program, the history of which is provided below.

In 1976, the Legislature created the Los Angeles County Transportation Commission (Transportation Commission) as a countywide transportation improvement agency⁷⁹ and

⁷⁴ Exhibit A, IRC, filed May 22, 2020, page 168 (Parameters and Guidelines).

⁷⁵ Exhibit A, IRC, filed May 22, 2020, page 168 (Parameters and Guidelines).

⁷⁶ Exhibit A, IRC, filed May 22, 2020, pages 171-172 (Parameters and Guidelines).

⁷⁷ Exhibit A, IRC, filed May 22, 2020, page 172 (Parameters and Guidelines).

⁷⁸ Exhibit A, IRC, filed May 22, 2020, page 172 (Parameters and Guidelines).

⁷⁹ Public Utilities Code section 130050.

authorized the Transportation Commission to levy a transactions and use tax throughout Los Angeles County.⁸⁰

A retail transactions and use tax ordinance applicable in the incorporated and unincorporated territory of the County of Los Angeles may be adopted by the Los Angeles County Transportation Commission in accordance with Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, provided that a majority of the electors voting on the measure vote to authorize its enactment at a special election called for that purpose by the commission.⁸¹

Public Utilities Code section 130354 states that “revenues received by the Los Angeles County Transportation Commission from the imposition of the transactions and use taxes shall be used for public transit purposes.”⁸²

In 1980, Los Angeles County voters approved Proposition A, a one-half percent transactions and use tax to fund public transit projects throughout the county.⁸³ Proposition A was passed by a majority of voters as required by the original language of Public Utilities Code section 130350, but not the two-thirds vote required by article XIII A, section 4 (Proposition 13). Thereafter, the executive director of the Transportation Commission refused to levy the tax. The Transportation Commission filed a petition for writ of mandate to compel the executive director to implement the tax.

In *Los Angeles County Transp. Commission v. Richmond* (1982) 31 Cal.3d 197, the California Supreme Court held that the Transportation Commission could, consistent with Proposition 13, impose the tax with the consent of only a majority of voters, instead of the two-thirds required under article XIII A, section 4.⁸⁴ The court reasoned that “special district” within the meaning of article XIII A, section 4 included only those districts with the authority to levy a tax on real property, and because the Transportation Commission had no such authority, it did not constitute a “special district.”⁸⁵ While the court noted that the terms “special districts” and “special taxes” as used in section 4 were both ambiguous, it did not address whether Proposition A constituted a

⁸⁰ Public Utilities Code sections 130231(a), 130350.

⁸¹ Public Utilities Code section 130350 (Stats. 1976, ch. 1333). Section 130350 was amended in 2007 to reflect the two-thirds vote requirement for special taxes under article XIII A, section 4.

⁸² Public Utilities Code section 130354.

⁸³ Exhibit A, IRC, filed May 22, 2020, page 96 (Local Return Guidelines 2007 Edition).

⁸⁴ In 1978, California voters adopted Proposition 13, which added article XIII A to the California Constitution. Article XIII A, section 4 provides:

Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district, except ad valorem taxes on real property or a transaction tax or sales tax on the sale of real property within such City, County or special district.

⁸⁵ *Los Angeles County Transp. Commission v. Richmond* (1982) 31 Cal.3d 197, 208.

“special tax” within the meaning of section 4.⁸⁶ Nor did the court address whether the Transportation Commission or the Proposition A tax were subject to the government spending limitations imposed by article XIII B.

In *Rider v. County of San Diego* (1991) 1 Cal.4th 1, the California Supreme Court addressed “a question previously left open” in *Richmond*, regarding the validity of a supplemental sales tax “enacted for the apparent purpose of avoiding the supermajority voter approval requirement” under article XIII A, section 4.⁸⁷ The court ruled that a “special district” within the meaning of article XIII A, section 4 includes “any local taxing agency created to raise funds for city or county purposes to replace revenues lost by reason of the restrictions of Proposition 13,” regardless of whether the district has the authority to levy real property taxes.⁸⁸ However, the court declined to overrule *Richmond* with respect to local agencies created prior to Proposition 13 and which lacked the authority to levy property taxes, such as the Transportation Commission.⁸⁹ The court further held that a “special tax” within the meaning of article XIII A, section 4, “is one levied to fund a specific government project or program,” even when that project or program is the agency’s sole reason for being.⁹⁰

In 1990, voters approved Proposition C, a second one-half percent transactions and use tax, also used to fund public transit projects countywide.⁹¹ Similar to Proposition A, Proposition C was also approved by a majority of voters, not the two-thirds required under Proposition 13 and Proposition 62.⁹² In an unpublished decision, the Second District Court of Appeal upheld a challenge to Proposition C, finding that the proposition did not require a two-thirds vote under either Proposition 13 or Proposition 62.⁹³ The court reasoned that the Transportation Commission was not a “district” within the meaning of Proposition 13 or Proposition 62 because it lacked the power to levy a property tax and was formed prior to the enactment of Proposition 13.⁹⁴

⁸⁶ *Los Angeles County Transp. Commission v. Richmond* (1982) 31 Cal.3d 197, 201-202.

⁸⁷ *Rider v. County of San Diego* (1991) 1 Cal.4th 1, 5.

⁸⁸ *Rider v. County of San Diego* (1991) 1 Cal.4th 1, 11.

⁸⁹ *Rider v. County of San Diego* (1991) 1 Cal.4th 1, 7-9.

⁹⁰ *Rider v. County of San Diego* (1991) 1 Cal.4th 1, 15.

⁹¹ Exhibit A, IRC, filed May 22, 2020, page 96 (Local Return Guidelines 2007 Edition).

⁹² *Vernon v. State Bd. of Equalization (Los Angeles County Transp. Com'n)* (1992) 5 Cal.Rptr.2d 414, 416.

⁹³ *Vernon v. State Bd. of Equalization (Los Angeles County Transp. Com'n)* (1992) 5 Cal.Rptr.2d 414, 423. Proposition 62 was a statutory initiative adopted by California voters in 1986, which added a new article to the Government Code (sections 53720-53730). Under Proposition 62, no local government or district may impose a special tax, defined as a tax imposed for specific purposes, without two-thirds voter approval. Government Code sections 53721, 53722.

⁹⁴ *Vernon v. State Bd. of Equalization (Los Angeles County Transp. Com'n)* (1992) 5 Cal.Rptr.2d 414, 423.

Public Utilities Code section 99550, which was added in 1992, states as follows:

The decision of the California Supreme Court in *Los Angeles County Transportation Agency v. Richmond* (1982), 31 Cal.3d 197, shall be applicable to and control, and the decision of the California Supreme Court in *Rider v. County of San Diego* (1991), 1 Cal. 4th 1, shall not be applicable to and shall not control, any action or proceeding wherein the validity of a retail transactions and use tax is contested, questioned, or denied *if the ordinance imposing that tax was adopted by a transportation agency and approved prior to December 19, 1991, by a majority of the voters.*

For purposes of this section, “transportation agency” means any agency, authority, district, commission, or other public entity organized under provisions of this code and authorized to impose a retail transactions and use tax.⁹⁵

The Transportation Commission is statutorily authorized to levy both the Proposition A and Proposition C transaction and use taxes.⁹⁶

The Los Angeles County Transportation Commission is authorized to impose a transactions and use tax within the County of Los Angeles pursuant to the approval by the voters of the commission's Ordinance No. 16 [Proposition A] in 1980 and its Ordinance No. 49 [Proposition C] in 1990, and has the authority and power vested in the Southern California Rapid Transit District to plan, design, and construct an exclusive public mass transit guideway system in the County of Los Angeles, including, but not limited to, Article 5 (commencing with Section 30630 of Chapter 5 of Part 3 of Division 11).⁹⁷

⁹⁵ Public Utilities Code section 99550 (Stats. 1992, c. 1233), emphasis added. In *Santa Clara County Local Transportation Authority v. Guardino* (1995) 11 Cal.4th 220, 236, the California Supreme Court held that “district” within the meaning of Proposition 62 was not limited to “special districts” as construed by the *Richmond* court but instead encompassed all “districts,” as defined by Government Code section 53720(b) (a provision of Proposition 62), including those without the power to levy real property taxes. Government Code section 53720(b) defines “district” as “an agency of the state, formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.”

In 1996, Proposition 218 added some of the statutory language from Proposition 62 to the California Constitution, including the definitions of “special district” and “special tax.” California Constitution, article XIII C, section 1. Under article XIII C, section 2, any tax imposed by a local government is either general or special, and special districts have no authority to levy general taxes. California Constitution, article XIII C, section 2(a).

⁹⁶ Public Utilities Code section 130231(a).

⁹⁷ Public Utilities Code section 130231(a).

The Proposition A Ordinance does not state whether Proposition A tax proceeds are subject to the Transportation Commission’s appropriations limit.⁹⁸ The Proposition C Ordinance, however, expressly includes a provision establishing an appropriations limit for the Transportation Commission for the Proposition C proceeds.⁹⁹

3-10-080 Appropriations Limit. A [Los Angeles County Transportation] Commission appropriations limit is hereby established equal to the revenues collected and allocated during the 1990/91 fiscal year plus an amount equal to one and a half times the taxes that would be levied or allocated on a one-half of one percent transaction and use tax in the first full fiscal year following enactment and implementation of this Ordinance.¹⁰⁰

In 1993, the Transportation Commission was abolished and the Los Angeles County Metropolitan Transportation Authority (Metro) was created and succeeded to the Transportation Commission’s and the Southern California Rapid Transit District’s powers, duties, rights, obligations, liabilities, indebtedness, bonded and otherwise, immunities, and exemptions of the district and its board of directors and the commission and its governing body.¹⁰¹ Since becoming the successor agency to the Transportation Commission, Metro has continued to levy the Proposition A and Proposition C taxes.¹⁰²

The purpose of the Proposition A tax is to “improve and expand existing public transit Countywide, including reduction of transit fare, to construct and operate a rail rapid transit system hereinafter described, and to more effectively use State and Federal funds, benefit

⁹⁸ Exhibit X, Proposition A Ordinance, http://libraryarchives.metro.net/DPGTL/legislation/1980_proposition_a_ordinance.pdf (accessed on February 22, 2021).

⁹⁹ Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), page 6.

¹⁰⁰ Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), page 6.

¹⁰¹ Public Utilities Code sections 130050.2, 130051.13. Section 130051.13 states as follows:

On April 1, 1993, the Southern California Rapid Transit District and the Los Angeles County Transportation Commission are abolished. Upon the abolishment of the district and the commission, the Los Angeles County Metropolitan Transportation Authority shall succeed to any or all of the powers, duties, rights, obligations, liabilities, indebtedness, bonded and otherwise, immunities, and exemptions of the district and its board of directors and the commission and its governing body.

¹⁰² Exhibit A, IRC, filed May 22, 2020, page 96(Local Return Guidelines 2007 Edition).

assessments, and fares.”¹⁰³ Under the Proposition A Ordinance, tax revenues can be used for capital or operating expenses¹⁰⁴ and are allocated as follows:

- a. Twenty-five percent, calculated on an annual basis, to local jurisdictions for local transit, based on their relative percentage share of the population of the County of Los Angeles.
- b. Thirty-five percent, calculated on an annual basis, to the commission for construction and operation of the System.
- c. The remainder shall be allocated to the Commission for public transit purposes.¹⁰⁵

The purpose of the Proposition C tax is to “improve transit service and operations, reduce traffic congestion, improve air quality, efficiently operate and improve the condition of the streets and freeways utilized by public transit, and reduce foreign fuel dependence.”¹⁰⁶ The enumerated purposes of the tax include:

- (1) Meeting operating expenses; purchasing or leasing supplies, equipment or materials; meeting financial reserve requirements; obtaining funds for capital projects necessary to maintain service within existing service areas;
- (2) Increasing funds for existing public transit service programs;
- (3) Instituting or increasing passenger or commuter services on rail or highway rights of way;
- (4) Continued development of a regional transportation improvement program.¹⁰⁷

Under the Proposition C Ordinance, tax revenues are allocated as follows:

- (1) Forty percent to improve and expand rail and bus transit, including fare subsidies, graffiti prevention and removal, and increased energy-efficiency;

¹⁰³ Exhibit X, Proposition A Ordinance, http://libraryarchives.metro.net/DPGTL/legislation/1980_proposition_a_ordinance.pdf (accessed on February 22, 2001), page 3.

¹⁰⁴ Exhibit X, Proposition A Ordinance, http://libraryarchives.metro.net/DPGTL/legislation/1980_proposition_a_ordinance.pdf (accessed on February 22, 2001), page 4.

¹⁰⁵ Exhibit X, Proposition A Ordinance, http://libraryarchives.metro.net/DPGTL/legislation/1980_proposition_a_ordinance.pdf (accessed on February 22, 2001), page 4.

¹⁰⁶ Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), page 3.

¹⁰⁷ Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), page 3.

- (2) Five percent to improve and expand rail and bus security;
- (3) Ten percent to increase mobility and reduce congestion;
- (4) Twenty percent to the Local Return Program; and
- (5) Twenty-five percent to provide transit-related improvements to freeways and state highways.¹⁰⁸

Local jurisdictions receive transportation funding from Metro through the Proposition A and Proposition C local return programs. Twenty-five percent of Proposition A funds and twenty percent of Proposition C funds are allocated to the local return programs for local jurisdictions to use for “in developing and/or improving public transit, paratransit, and the related transportation infrastructure.”¹⁰⁹ Metro allocates and distributes local return funds to cities and the county each month, on a “per capita” basis.¹¹⁰

Use of Proposition A tax revenues is restricted to “eligible transit, paratransit, and Transportation Systems Management improvements” and cities are encouraged to use the funds to improve transit services.¹¹¹

The Proposition A Ordinance requires that LR [Local Return] funds be used exclusively to benefit public transit. Expenditures related to fixed route and paratransit services, Transportation Demand Management, Transportation Systems Management and fare subsidy programs that exclusively benefit transit are all eligible uses of Proposition A LR funds.¹¹²

The Proposition C Ordinance requires that Proposition C local return funds be used to benefit “public transit, paratransit, and related services including to improve and expand supplemental paratransit services to meet the requirements of the Federal Americans With Disabilities Act.”¹¹³ Eligible projects include “Congestion Management Programs, bikeways and bike lanes, street improvements supporting public transit service, and Pavement Management System projects.”¹¹⁴

¹⁰⁸ Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), pages 3-4.

¹⁰⁹ Exhibit A, IRC, filed May 22, 2020, page 123 (Local Return Guidelines 2007 Edition).

¹¹⁰ Exhibit A, IRC, filed May 22, 2020, pages 123(Local Return Guidelines 2007 Edition).

¹¹¹ Exhibit X, Proposition A Ordinance, http://libraryarchives.metro.net/DPGTL/legislation/1980_proposition_a_ordinance.pdf (accessed on February 22, 2001), page 3.

¹¹² Exhibit A, IRC, filed May 22, 2020, page 96 (Local Return Guidelines 2007 Edition).

¹¹³ Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), page 4.

¹¹⁴ Exhibit A, IRC, filed May 22, 2020, page 96 (Local Return Guidelines 2007 Edition).

Amongst the eligible uses of Proposition A and Proposition C local return funds are bus stop improvements and maintenance projects.¹¹⁵ The Local Return Guidelines provide as follows:

Examples of eligible Bus Stop Improvement and Maintenance projects include installation/replacement and/or maintenance of:

- Concrete landings – in street for buses and at sidewalk for passengers
- Bus turn-outs
- Benches
- Shelters
- *Trash receptacles*
- Curb cut
- Concrete or electrical work directly associated with the above items.¹¹⁶

Proposition A local return funds may also “be given, loaned or exchanged” between local jurisdictions, provided that certain conditions are met, including that the traded funds be used for public transit purposes.¹¹⁷ Proposition C funds cannot be traded.¹¹⁸ Jurisdictions are permitted to use local return funds to advance eligible projects that will be reimbursed by “federal, state, or local grant funding, or private funds.”¹¹⁹ Subsequent reimbursement funds must then be deposited into the Proposition A or Proposition C Local Return Fund.¹²⁰

C. The Controller’s Audit and Summary of the Issues

During the audit period, the claimant filed reimbursement claims of \$1,441,130 for the costs to perform the mandated activities to install and maintain its transit stops.¹²¹ The Controller reduced the claims by \$1,079,622, separating the reductions into three different findings: ineligible one-time costs; overstated ongoing maintenance costs; and unreported offsetting revenues.¹²²

1. Finding 1 (ineligible one-time costs)

The claimant initially sought reimbursement for the installation of 359 trash receptacles: 165 in fiscal year 2002-2003 and 194 trash receptacles in fiscal year 2006-2007.¹²³ After review,

¹¹⁵ Exhibit A, IRC, filed May 22, 2020, page 102 (Local Return Guidelines 2007 Edition).

¹¹⁶ Exhibit A, IRC, filed May 22, 2020, page 102 (Local Return Guidelines 2007 Edition), emphasis added.

¹¹⁷ Exhibit A, IRC, filed May 22, 2020, pages 96, 108, 122 (Local Return Guidelines 2007 Edition).

¹¹⁸ Exhibit A, IRC, filed May 22, 2020, pages 96, 122 (Local Return Guidelines 2007 Edition).

¹¹⁹ Exhibit A, IRC, filed May 22, 2020, pages 123, 125 (Local Return Guidelines 2007 Edition).

¹²⁰ Exhibit A, IRC, filed May 22, 2020, page 125 (Local Return Guidelines 2007 Edition).

¹²¹ Exhibit A, IRC, filed May 22, 2020, pages 190-215 (Audit Report).

¹²² Exhibit A, IRC, filed May 22, 2020, pages 190-215 (Audit Report).

¹²³ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

however, the Controller determined that the majority of the trash receptacles claimed for fiscal year 2006-07 were improvements to existing bus stops and were not reimbursable as one-time activities.¹²⁴ The Controller found that the 165 trash receptacles installed in 2002-03 and 29 trash receptacles installed in 2006-07 were reimbursable.¹²⁵ The claimant does not dispute the Controller's limitation of reimbursement for one time per transit stop. The claimant asserts, however, that the actual number of transit stops receptacles was 217, not 194. In support of this contention, the claimant relies on a maintenance agreement between the claimant and Nationwide Environmental Services Inc. (Nationwide), dated April 3, 2008.¹²⁶ The claimant contends that this document, which was provided to the auditor, shows the claimant maintained 217 receptacles, 23 more receptacles than what was allowed by the Controller.

The Controller reviewed and acknowledged the Nationwide agreement during the audit, but found that the agreement did not support the claimant's claim of having installed 217 trash receptacles. The Nationwide agreement does not include a transit stop listing with street locations for the Controller to corroborate.¹²⁷ In addition, based on a city-generated spreadsheet entitled "Project 7709 – Bus Stop Work," dated September 16, 2007, which identifies the 217 transit locations by street and cross-street, the Controller confirmed that 23 transit stops are either abandoned or do not contain a trash receptacle.¹²⁸ To corroborate the information identified in this spreadsheet, the claimant provided the Controller with a GIS transit map, which identified only 194 bus stop locations.¹²⁹ The Controller's review of the claimant's fiscal year 2012-13 budget also found that the claimant acknowledges that only 194 transit stops exist through the statement "NTS [Norwalk Transit System] is continuing its bus stop improvement program since the completion of 194 bus stops in July 2007."¹³⁰

2. Finding 2 (overstated ongoing maintenance costs)

Of the \$936,653 claimed for ongoing maintenance of transit stop trash receptacles for the audit period, the Controller found that \$795,376 was allowable and \$141,277 was unallowable.¹³¹ Specifically, the claimant identified 136,526 trash collections and the Controller allowed 116,484 following the audit.¹³²

¹²⁴ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹²⁵ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹²⁶ Exhibit A, IRC, filed May 22, 2020, page 3.

¹²⁷ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹²⁸ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹²⁹ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹³⁰ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹³¹ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹³² Exhibit A, IRC, filed May 22, 2020, page 204 (Audit Report).

The claimant did not provide documentation to support the annual number of trash collections claimed.¹³³ Thus, the Controller worked with the documentation provided during audit fieldwork to determine the allowable number of annual trash collections.¹³⁴ The Controller reviewed the GIS transit map, Google images back to 2007, discussions with Metro’s Manager of Strategic Planning and Administrative Services, the city-generated spreadsheet, the claimant’s fiscal year 2012-2013 budget, and the claimant’s service agreements with Conservation Corps and Nationwide.¹³⁵

Reimbursement for fiscal year 2002-03 was reduced by the Controller from 80 stops to 59.¹³⁶ The reduction was made after reviewing the claimant’s Conservation Corps maintenance agreement (which noted 80 transit stops, but only listed 79) and determining that Metro maintained 16 receptacles and that four stops had no trash receptacles.¹³⁷

The Controller reduced reimbursement for fiscal year 2003-04 from 242 stops to 178 after determining that Metro maintained 36 of those stops and four stops had no trash receptacles.¹³⁸ For April 2003 through June 2003 the Conservation Corps agreement listed 242 transit stops, but the agreement did not include a transit stop listing so the Controller applied the allowable percentage computed during the prior agreement period and determined that 178 trash receptacles were allowable.¹³⁹

Reimbursement for fiscal years 2003-04 and 2004-05 was reduced from 242 stops to 178.¹⁴⁰ The Conservation Corps agreement listed 242 transit stops, but did not include a transit stop listing so the Controller applied the allowable percentage computed during the agreement period of February through March 2003, which is when the list of transit stops was last included, and determined that 178 trash receptacles were allowable.¹⁴¹

Reimbursement for fiscal years 2005-06 and 2006-07 was reduced from 280 stops to 206.¹⁴² The Conservation Corps agreement was amended to list 280 transit stops, but did not include a transit stop listing so the Controller applied the allowable percentage computed during the agreement period of February through March 2003, which is when the list of transit stops was

¹³³ Exhibit A, IRC, filed May 22, 2020, page 205 (Audit Report).

¹³⁴ Exhibit A, IRC, filed May 22, 2020, page 205 (Audit Report).

¹³⁵ Exhibit A, IRC, filed May 22, 2020, pages 204-208 (Audit Report).

¹³⁶ Exhibit A, IRC, filed May 22, 2020, page 205 (Audit Report).

¹³⁷ Exhibit A, IRC, filed May 22, 2020, page 205 (Audit Report).

¹³⁸ Exhibit A, IRC, filed May 22, 2020, page 206 (Audit Report).

¹³⁹ Exhibit A, IRC, filed May 22, 2020, page 206 (Audit Report).

¹⁴⁰ Exhibit A, IRC, filed May 22, 2020, page 206 (Audit Report).

¹⁴¹ Exhibit A, IRC, filed May 22, 2020, page 206 (Audit Report).

¹⁴² Exhibit A, IRC, filed May 22, 2020, page 206 (Audit Report).

last included, and determined that 206 trash receptacles were allowable (280 transit receptacles per agreement × 73.68%).¹⁴³

Reimbursement for fiscal years 2007-08 through 2011-12 was reduced to 194 stops.¹⁴⁴ In determining this number, the Controller used the Nationwide maintenance agreement, which noted 217 transit stops but did not provide a listing of the stop sites.¹⁴⁵ The Controller used the GIS transit map provided during audit fieldwork and determined that only 194 of the transit stops included a trash receptacle.¹⁴⁶ The other stops were found to be either abandoned or did not include a trash receptacle.¹⁴⁷

3. Finding 3 (offsetting revenues)

The claimant did not offset any revenues on its claim forms for the audit period. The Controller found that the city should have offset “restricted” funds received from the Proposition A and C Local Return Funds used to pay for one-time costs relating to materials and supplies (\$134,626) and contract services (\$1,263).¹⁴⁸ The Controller also found that the claimant should have offset funds received from the Proposition C Local Return Funds in the amount of \$450,469, which was used by the claimant to pay for ongoing maintenance costs.¹⁴⁹ The Controller calculated the offsetting revenues used for ongoing maintenance as follows:

As the allowable ongoing maintenance costs identified in Finding 2 are calculated using the Commission-adopted reasonable reimbursement methodology, and are not based on actual costs, we calculated the offsetting revenue amount using the following methodology:

¹⁴³ Exhibit A, IRC, filed May 22, 2020, page 206 (Audit Report).

¹⁴⁴ Exhibit A, IRC, filed May 22, 2020, page 206 (Audit Report).

¹⁴⁵ Exhibit A, IRC, filed May 22, 2020, page 206 (Audit Report).

¹⁴⁶ Exhibit A, IRC, filed May 22, 2020, page 206 (Audit Report).

¹⁴⁷ Exhibit A, IRC, filed May 22, 2020, page 206 (Audit Report).

¹⁴⁸ Exhibit A, IRC, filed May 22, 2020, pages 209-211 (Audit Report). The Controller also found that the claimant used restricted funds from the Transit System Fund, the Equipment Maintenance Fund, the Community Development Block Grant Fund, and the Water Utility Fund to pay for one-time costs (\$20,468 in salaries and benefits and \$20,586 in contract services) and that such funds should have been identified as an offset. (Exhibit A, IRC, filed May 22, 2020, pages 209-211 (Audit Report). The claimant’s IRC does not address these findings. Section 1185.1(f) of the Commission’s regulations requires the IRC narrative to include “comprehensive description of the reduced or disallowed areas of costs.” Accordingly, this Decision does not address the reductions related to the Transit System Fund, the Equipment Maintenance Fund, the Community Development Block Grant Fund, and the Water Utility Fund, and only addresses the \$135,889 in Proposition A and C funds used for one-time costs.

¹⁴⁹ Exhibit A, IRC, filed May 22, 2020, page 211 (Audit Report).

- A. For FY 2002-03 through FY 2004-05, we did not apply any offsets, as the city did not use any restricted funds to pay for the ongoing maintenance costs of the transit stops.
- B. For FY 2005-06 through FY 2007-08, we offset the exact amount of Proposition C funds used to pay for the ongoing maintenance costs of the transit stops.
- C. For FY 2008-09 and FY 2009-10, we allowed the ongoing maintenance costs paid for from the General Fund and offset the Proposition C amount used in excess of the General Fund, but not for an amount in excess of allowable costs.
- D. For FY 2010-11 through FY 2012-13, as the city did not use any General Funds to pay for the ongoing maintenance costs of the transit stops, we offset all of the Proposition C funds used, but not for an amount in excess of allowable costs.¹⁵⁰

III. Positions of the Parties

A. City of Norwalk

The claimant disputes the audit findings as follows:

1. Finding 1

The claimant agrees with the Controller’s office limiting the reimbursement of trash receptacles to a one-time purchase. The claimant, however, argues that the actual number of trash receptacles was 217, not 194 as found by the Controller.¹⁵¹ The claimant contends that the 217 count is supported by the April 2008 maintenance agreement between the claimant and Nationwide.¹⁵² The maintenance agreement specifically lists 217 bus stops that require trash collection.¹⁵³

2. Finding 2

For the relevant audit period, the claimant identified 136,526 trash collections and the Controller allowed 116,484 following the audit.¹⁵⁴ The claimant contends that the service agreement with and invoices paid to Conservation Corps of Long Beach (Conservation Corps) supports its claim for the number of trash collections for fiscal years 2002-03 through 2006-07.¹⁵⁵ The claimant notes that the Controller excluded a number of stops because they were allegedly maintained by

¹⁵⁰ Exhibit A, IRC, filed May 22, 2020, page 212 (Audit Report).

¹⁵¹ Exhibit A, IRC, filed May 22, 2020, page 3.

¹⁵² Exhibit A, IRC, filed May 22, 2020, page 3.

¹⁵³ Exhibit A, IRC, filed May 22, 2020, page 81.

¹⁵⁴ Exhibit A, IRC, filed May 22, 2020, page 204 (Audit Report).

¹⁵⁵ Exhibit A, IRC, filed May 22, 2020, pages 4-5.

Metro.¹⁵⁶ The claimant also notes that the Controller states in its Audit Report that it determined which stops were maintained by Metro by viewing “historical photos back to the summer of 2007” and determining which were current Metro stops and “corroborat[ing] the Google images with physical observations of a few sampled locations during audit fieldwork” (again – conducted decades later in 2016).¹⁵⁷ The claimant contends that looking for bus stop locations in 2016 or “historical photos from 2007” and assuming Metro stops in 2016 were the same as they were in the 2002-2007 timeframe is purely speculative.¹⁵⁸

The claimant contends that the service agreement with and invoices paid to Nationwide supports its claim for the number of trash collections for fiscal years 2007-08 through fiscal year 2011-12.¹⁵⁹ The claimant contends that the Controller’s reduction from 217 to 194 trash receptacles is based the auditor’s decision to try to verify the exact locations of those 217 receptacles.¹⁶⁰ The claimant further notes that the Controller’s auditor obtained a 2016 GIS map to accomplish this task and was only able to locate 194 receptacles.¹⁶¹ The claimant argues that bus routes, and subsequently bus stop locations, often change over the years and trying to observe receptacle locations 5-10 years after the fact is not a reasonable method of determining actual receptacle locations that were in service in the past.¹⁶²

3. Finding 3

The claimant contends that the Controller incorrectly classified the Proposition A and C funds as offsetting revenues. The claimant argues that Proposition A and Proposition C funds are not a federal, state, or non-local sources within the meaning of the Parameters and Guidelines.¹⁶³ The claimant contends that it did not receive any reimbursement specifically intended for or dedicated to this mandate.¹⁶⁴ The claimant avers that the funds could have been used for various transportation related city priorities such as street improvements, congestion management programs and supplementing local transit programs.¹⁶⁵

The claimant argues that it has the ability to pay back Proposition A and C funds if State Mandate reimbursement payments are received and then can use those funds for true city priorities, and not those mandated by the state.¹⁶⁶ The claimant contends that it was entirely

¹⁵⁶ Exhibit A, IRC, filed May 22, 2020, pages 4-5.

¹⁵⁷ Exhibit A, IRC, filed May 22, 2020, pages 4-5.

¹⁵⁸ Exhibit A, IRC, filed May 22, 2020, pages 4-5.

¹⁵⁹ Exhibit A, IRC, filed May 22, 2020, pages 4-5.

¹⁶⁰ Exhibit A, IRC, filed May 22, 2020, pages 4-5.

¹⁶¹ Exhibit A, IRC, filed May 22, 2020, pages 4-5.

¹⁶² Exhibit A, IRC, filed May 22, 2020, pages 4-5.

¹⁶³ Exhibit A, IRC, filed May 22, 2020, pages 6-7.

¹⁶⁴ Exhibit A, IRC, filed May 22, 2020, page 7.

¹⁶⁵ Exhibit A, IRC, filed May 22, 2020, page 7.

¹⁶⁶ Exhibit A, IRC, filed May 22, 2020, pages 7-9.

proper for the city to use Proposition A and C funds as an advance with the expectation that the funds would be paid back to the Proposition A and C funds, because the guidelines specifically provide the Proposition A and C Local Return funds may be used as an advance with respect to a project.¹⁶⁷ And the claimant argues that it would be arbitrary and capricious to find that the Parameters and Guidelines retroactively prohibited an advancement of Proposition A or Proposition C funds in a way that was lawful when those funds were advanced.¹⁶⁸ At the time the claimant advanced its Proposition A and C funds to use for the maintenance of the trash receptacles, it was operating under the understanding, consistent with Proposition A and C Guidelines, that it could advance those funds and then return them to the Proposition A and C account for other uses once the city obtained a subvention of funds from the state.¹⁶⁹

B. State Controller's Office

The Controller has not filed comments on the IRC.

IV. Discussion

Government Code section 17561(d) authorizes the Controller to audit the claims filed by local agencies and school districts and to reduce any claim for reimbursement of state-mandated costs if the Controller determines that the claim is excessive or unreasonable.

Government Code section 17551(d) requires the Commission to hear and decide a claim that the Controller has incorrectly reduced payments to the local agency or school district. If the Commission determines that a reimbursement claim has been incorrectly reduced, section 1185.9 of the Commission's regulations require the Commission to send the decision to the Controller and request that the costs in the claim be reinstated.

The Commission must review questions of law, including interpretation of the parameters and guidelines, de novo, without consideration of legal conclusions made by the Controller in the context of an audit. The Commission is vested with exclusive authority to adjudicate disputes over the existence of state-mandated programs within the meaning of article XIII B, section 6 of the California Constitution.¹⁷⁰ The Commission must also interpret the Government Code and implementing regulations in accordance with the broader constitutional and statutory scheme. In making its decisions, the Commission must strictly construe article XIII B, section 6 and not apply it as an "equitable remedy to cure the perceived unfairness resulting from political decisions on funding priorities."¹⁷¹

With regard to the Controller's audit decisions, the Commission must determine whether they were arbitrary, capricious, or entirely lacking in evidentiary support. This standard is similar to

¹⁶⁷ Exhibit A, IRC, filed May 22, 2020, pages 7-9.

¹⁶⁸ Exhibit A, IRC, filed May 22, 2020, pages 7-9.

¹⁶⁹ Exhibit A, IRC, filed May 22, 2020, pages 7-9.

¹⁷⁰ *Kinlaw v. State of California* (1991) 54 Cal.3d 326, 331-334; Government Code sections 17551, 17552.

¹⁷¹ *County of Sonoma v. Commission on State Mandates* (2000) 84 Cal.App.4th 1264, 1281, citing *City of San Jose v. State of California* (1996) 45 Cal.App.4th 1802, 1817.

the standard used by the courts when reviewing an alleged abuse of discretion of a state agency.¹⁷² Under this standard, the courts have found that:

When reviewing the exercise of discretion, “[t]he scope of review is limited, out of deference to the agency’s authority and presumed expertise: ‘The court may not reweigh the evidence or substitute its judgement for that of the agency. [Citation.]’” ... “In general ... the inquiry is limited to whether the decision was arbitrary, capricious, or entirely lacking in evidentiary support...” [Citations.] When making that inquiry, the “ ‘ ‘court must ensure that an agency has adequately considered all relevant factors, and has demonstrated a rational connection between those factors, the choice made, and the purposes of the enabling statute.’ ”¹⁷³

The Commission must review the Controller’s audit in light of the fact that the initial burden of providing evidence for a claim of reimbursement lies with the claimant.¹⁷⁴ In addition, sections 1185.1(f)(3) and 1185.2(d) and (e) of the Commission’s regulations require that any assertions of fact by the parties to an IRC must be supported by documentary evidence. The Commission’s ultimate findings of fact must be supported by substantial evidence in the record.¹⁷⁵

A. The Claimant Timely Filed This IRC Within Three Years From the Date the Claimant Received From the Controller a Final State Audit Report, Letter, or Other Written Notice of Adjustment to a Reimbursement Claim.

Government Code section 17561 authorizes the Controller to audit the reimbursement claims and records of local government to verify the actual amount of the mandated costs, and to reduce any claim that the Controller determines is excessive or unreasonable. If the Controller reduces a claim on a state-mandated program, the Controller is required by Government Code section 17558(c) to notify the claimant in writing, specifying the claim components adjusted, the amounts adjusted, interest charges on claims adjusted to reduce the overall reimbursement to the claimant, and the reason for the adjustment.¹⁷⁶ The claimant may then file an IRC with the Commission “pursuant to regulations adopted by the Commission” contending that the

¹⁷² *Johnson v. Sonoma County Agricultural Preservation and Open Space Dist.* (2002) 100 Cal.App.4th 973, 983-984. See also *American Bd. of Cosmetic Surgery, Inc. v. Medical Bd. of California* (2008) 162 Cal.App.4th 534, 547.

¹⁷³ *American Bd. of Cosmetic Surgery, Inc. v. Medical Bd. of California* (2008) 162 Cal.App.4th 534, 547-548.

¹⁷⁴ *Gilbert v. City of Sunnyvale* (2005) 130 Cal.App.4th 1264, 1274-1275.

¹⁷⁵ Government Code section 17559(b), which provides that a claimant or the state may commence a proceeding in accordance with the provisions of section 1094.5 of the Code of Civil Procedure to set aside a decision of the Commission on the ground that the Commission’s decision is not supported by substantial evidence in the record.

¹⁷⁶ Government Code section 17558.5(c).

Controller's reduction was incorrect and to request that the Controller reinstate the amounts reduced to the claimant.¹⁷⁷

In this case, the Audit Report, dated May 23, 2017, specifies the claim components and amounts adjusted, and the reasons for the adjustments and thus, complies with the notice requirements in Government Code section 17558.5(c).¹⁷⁸

The Commission's regulations require that an IRC be timely filed within three years of the date the claimant is notified of a reduction, and the notice complies with Government Code section 17558.5(c), as follows:

All incorrect reduction claims shall be filed with the Commission no later than three years following the date a claimant first receives from the Office of State Controller a final state audit report, letter, or other written notice of adjustment to a reimbursement claim, which complies with Government Code section 17558.5(c) by specifying the claim components adjusted, the amounts adjusted, interest charges on claims adjusted to reduce the overall reimbursement to the claimant, and the reasons for the adjustment.¹⁷⁹

Because the claimant filed the IRC on May 22, 2020,¹⁸⁰ within three years of the Audit Report, the IRC was timely filed.

B. The Controller's Reduction of Costs for the One-time Installation of Trash Receptacles From 217 to 194 is Not Arbitrary, Capricious, or Entirely Lacking in Evidentiary Support.

The Controller found that 165 trash receptacles installed in 2002-03 and 29 trash receptacles installed in 2006-07, for a total of 194 trash receptacles, were reimbursable under section IV. A. of the Parameters and Guidelines.¹⁸¹ The claimant contends that the actual number of trash receptacles installed, and eligible for reimbursement, is 217. The claimant contends that the 217 count is supported by the maintenance agreement, dated April 3, 2008, between Nationwide and the City of Norwalk.¹⁸² According to the audit report, the Controller reviewed the Nationwide maintenance agreement, which does indicate that Nationwide would maintain 217 bus stops, but noted that it did not include a transit stop listing with street locations for the Controller to corroborate, as the claimant's prior agreement with Conservation Corps, which listed 152 bus

¹⁷⁷ Government Code sections 17551(d), 17558.7; California Code of Regulations, title 2, sections 1185.1, 1185.9.

¹⁷⁸ Exhibit A, IRC, filed May 22, 2020, pages 190-196 (Audit Report cover letter and Audit Report).

¹⁷⁹ California Code of Regulations, title 2, sections 1185.1(c), 1185.2(a), as amended operative October 1, 2016.

¹⁸⁰ Exhibit A, IRC, filed May 22, 2020, page 1.

¹⁸¹ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹⁸² Exhibit A, IRC, filed May 22, 2020, pages 69-88.

stop locations in 2003.¹⁸³ To verify the claim of 217 trash receptacle installations, the Controller conducted audit fieldwork. The Controller obtained a city-generated spreadsheet entitled “Project 7709 – Bus Stop Work,” dated September 16, 2007, which identified the 217 transit locations by street and cross-street, and confirmed that 23 transit stops are either abandoned or do not contain a trash receptacle.¹⁸⁴ To corroborate the information identified in this spreadsheet, the claimant provided the Controller with a 2016 GIS transit map, which identified only 194 bus stop locations.¹⁸⁵ Also, the Controller’s review of the claimant’s fiscal year 2012-13 budget acknowledged that only 194 transit stops existed through the statement “NTS [Norwalk Transit System] is continuing its bus stop improvement program since the completion of 194 bus stops in July 2007.”¹⁸⁶

According to the Parameters and Guidelines, the installation of trash receptacles is a one-time reimbursable activity under section IV.A.¹⁸⁷ To be eligible for reimbursement for any fiscal year, only actual costs may be claimed for the one-time activities in section IV.A.¹⁸⁸ The Parameters and Guidelines require the claimant to provide contemporaneous documentation to support the costs claimed. Under section IV. “Actual costs must be traceable and supported by source documents that show the validity of such costs, when they were incurred, and their relationship to the reimbursable activities. A contemporaneous source document is a document created at or near the same time the actual costs were incurred for the event or activity in question. Source documents may include, but are not limited to, employee time records or time logs, sign-in sheets, invoices, and receipts.”¹⁸⁹

Although the Parameters and Guidelines are regulatory in nature, due process requires that a claimant have reasonable notice of any law that affects their substantive rights and liabilities.¹⁹⁰ Thus, if provisions in parameters and guidelines affect substantive rights or liabilities of the parties that change the legal consequences of past events, then the application of those provisions may be considered unlawfully retroactive under due process principles.¹⁹¹ Provisions that

¹⁸³ Exhibit A, IRC, filed May 22, 2020, pages 28-32 (Exhibit B-1, Bus Stop Locations), and 204 (Audit Report).

¹⁸⁴ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹⁸⁵ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹⁸⁶ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹⁸⁷ Exhibit A, IRC, filed May 22, 2020, page 169 (Parameters and Guidelines).

¹⁸⁸ Exhibit A, IRC, filed May 22, 2020, page 168 (Parameters and Guidelines).

¹⁸⁹ Exhibit A, IRC, filed May 22, 2020, page 168 (Parameters and Guidelines).

¹⁹⁰ *In re Cindy B.* (1987) 192 Cal.App.3d 771, 783-784; *Clovis Unified School Dist. v. Chiang* (2010) 188 Cal.App.4th 794, 804-805.

¹⁹¹ *Department of Health Services v. Fontes* (1985) 169 Cal.App.3d 301, 304-305; *Tapia v. Superior Court* (1991) 53 Cal.3d 282, 287-292; *Murphy v. City of Alameda* (1993) 11 Cal.App.4th 906, 911-912.

impose new, additional, or different liabilities based on past conduct are unlawfully retroactive.¹⁹²

Here, the claimant was not on notice of the *contemporaneous* source document requirement when the costs were incurred in fiscal years 2002-2003 and 2006-2007 because the Parameters and Guidelines were not adopted until March 24, 2011. This is similar to the *Clovis Unified School Dist. v. Chiang* case, where the court addressed the Controller's use of the contemporaneous source document rule in audits before the rule was included in the parameters and guidelines, finding that the rule constituted an underground regulation. The court recognized that "it is now physically impossible to comply with the CSDR's requirement of contemporaneousness"¹⁹³ The Controller, however, requested that the court take judicial notice that the Commission adopted the contemporaneous source document rule by later amending the parameters and guidelines. The court denied the request since the issue concerned the use of the rule in earlier years, when no notice was provided to the claimant. The court stated:

We deny this request for judicial notice. This is because the central issue in the present appeal concerns the Controller's policy of using the CSDR *during the 1998 to 2003 fiscal years*, when the CSDR was an underground regulation. This issue is not resolved by the Commission's *subsequent* incorporation of the CSDR into its Intradistrict Attendance and Collective Bargaining Programs' P & G's. (Emphasis in original.)¹⁹⁴

In this case, the Controller is not requiring contemporaneous documentation and did not reduce the costs claimed to \$0; thus the contemporaneous source document rule was not strictly used. Instead, the Controller found that the documentation provided by the claimant did not support claimant's claim of having installed 217 trash receptacles.¹⁹⁵ The Commission finds that this

¹⁹² *City of Modesto v. National Med, Inc.* (2005) 128 Cal.App.4th 518, 527.

¹⁹³ *Clovis Unified School Dist. v. Chiang* (2010) 188 Cal.App.4th 794, 804-805.

¹⁹⁴ *Clovis Unified School Dist. v. Chiang* (2010) 188 Cal.App.4th 794, 809, fn. 5.

¹⁹⁵ The Controller has not filed comments on the claimant's IRC. The claimant, however, attached the Controller's Final Audit Report to the IRC. The Final Audit Report contains findings and statements of fact which amount to hearsay, and unless an exception applies, may not be considered for the truth of the matter asserted to support a conclusion in this matter. (California Code of Evidence, section 1200.) Under the Commission's regulations, the Commission may not consider hearsay evidence alone to support a finding or conclusion; hearsay evidence may only be used to explain or supplement other direct evidence, which the Controller has not provided. (California Code of Regulations, title 2, section 1187.5(a).) The Controller's final audit report, however, falls under the public employee hearsay exception (California Code of Evidence, section 1280) and, thus, the audit findings and the facts stated in the Audit Report may be fully considered by the Commission because: (1) the Final Audit Report was issued by a public agency employee: Jeffrey Brownfield, in his role as Chief of the Division of Audits for the Controller; (2) the Final Audit Report was made at or near the time of the audit because the Final Audit Report issued on May 23, 2017 (Exhibit A, IRC, filed May 22, 2020, page 191), following the issuance of the Draft Audit Report on April 11, 2017,

reduction is not arbitrary, capricious, or entirely lacking in evidentiary support. This standard is similar to the standard used by the courts when reviewing an alleged abuse of discretion of a state agency.¹⁹⁶ The Commission must ensure that the Controller has adequately considered all relevant factors, and has demonstrated a rational connection between those factors, the choices made, and the purposes of the enabling statute.¹⁹⁷

Here, the Controller used the information provided by the claimant (invoices and maintenance agreements) in an attempt to verify claimant's claim that it installed 217 trash receptacles.¹⁹⁸ The Nationwide maintenance agreement, which the claimant relies on, was signed in March 2008 and simply states "[t]he different types of bus stops will determine the new scope of services for all 217 bus stops." The agreement then defines the work to be performed at the claimant's three different types of bus stops, which includes language about emptying trash receptacles.¹⁹⁹ As noted by the Controller, this maintenance agreement does not contain a specific listing of the addresses of the alleged 217 stops, as had been provided in the claimant's prior agreement with Conservation Corps which listed 152 bus stop locations in 2003.²⁰⁰ The claimant has not provided any documents detailing the actual installation of 217 trash receptacles. The claimant attached contractor invoices to their original reimbursement claim, but nothing in these invoices shows that 217 trash receptacles were installed. In fact, the claimant's reimbursement claim for fiscal year 2006-07 states that Olivias Valdez, Inc. "[f]urnished all labor and materials for installation of 194 litter receptacles at specified bus stop locations."²⁰¹

Due to a lack of identifying information regarding the location of these alleged installations and whether the claimant actually installed 217 receptacles during the fiscal years in question, the Controller reviewed a city-generated spreadsheet from 2007 that identified the 217 transit locations and determined 23 transit stops were either abandoned or did not contain a trash receptacle; a GIS transit map that identified 194 bus stop locations; and the claimant's 2012-2013 budget that acknowledged 194 bus stops.²⁰² Aside from the Nationwide maintenance

and the claimant's response to the Draft Audit Report on April 20, 2017 (Exhibit A, IRC, filed May 22, 2020, page 217), which was all conducted in a step-by-step process in compliance with Government Code Section 17558.5; and (3) is trustworthy because it was written based upon observations of a public employee who had a duty to observe the facts and report and record them correctly. (*McNary v. Department of Motor Vehicles* (1996) 45 Cal.App.4th 688.)

¹⁹⁶ *Johnston v. Sonoma County Agricultural Preservation and Open Space District* (2002) 100 Cal.App.4th 973, 983-984; *American Bd. of Cosmetic Surgery, Inc. v. Medical Bd. of California* (2008) 162 Cal.App.4th 534, 547.

¹⁹⁷ *Stone v. Regents of Univ. of Cal.* (1999) 77 Cal.App.4th 736, 745.

¹⁹⁸ Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

¹⁹⁹ Exhibit A, IRC filed May 22, 2020, page 81.

²⁰⁰ Exhibit A, IRC, filed May 22, 2020, pages 28-32 (Exhibit B-1, Bus Stop Locations), and 204 (Audit Report).

²⁰¹ Exhibit A, IRC, filed May 22, 2020, page 307.

²⁰² Exhibit A, IRC, filed May 22, 2020, pages 201-204 (Audit Report).

agreement, which does not identify the number of receptacles actually installed in the fiscal years at issue, the claimant has provided no source documents to prove their claim of 217 reimbursable trash receptacle installations. The Controller considered the claimant's claims and documentation, conducted a diligent inquiry into the claimant's claims, and came to its determination that claimant was only allowed reimbursement for the installation of 194 trash receptacles. The claimant has provided no evidence to rebut the Controller's findings.

The Commission therefore finds that the Controller's reduction of costs for the one-time installation of trash receptacles from 217 to 194 is not arbitrary, capricious, or entirely lacking in evidentiary support.

C. The Controller's Reduction of the Ongoing Costs for Trash Collections Is Correct as a Matter of Law and Not Arbitrary, Capricious, or Entirely Lacking in Evidentiary Support.

The claimant claimed \$936,653 for ongoing maintenance of transit stop trash receptacles for the audit period.²⁰³ The Controller found that \$795,376 was allowable and \$141,277 was unallowable.²⁰⁴ Specifically, the claimant identified 136,526 trash collections and the Controller allowed 116,484 following the audit.²⁰⁵

According to the Parameters and Guidelines, the maintenance of trash receptacles, including trash collection, is an ongoing activity reimbursable under the reasonable reimbursement methodology (RRM).²⁰⁶ Under the RRM, the unit cost of \$6.74, during the period of July 1, 2002 to June 30, 2009, for each trash collection or "pickup" is multiplied by the annual number of trash collections (number of receptacles times pickup events for each receptacle), subject to the limitation of no more than three pickups per week.²⁰⁷

Section VII. of the Parameters and Guidelines requires that "[l]ocal agencies must retain documentation which supports the reimbursement of the maintenance costs identified in Section IV.B of these parameters and guidelines during the period subject to audit, including documentation showing the number of trash receptacles in the jurisdiction and the number of trash collections or pickups."²⁰⁸

Here, the claimant, did not provide any documentation to support the annual number of trash collections claimed as required by the Parameters and Guidelines.²⁰⁹ The Controller reviewed the GIS transit map, Google images back to 2007, discussions with the MTA Manager of Strategic Planning and Administrative Services, the city-generated spreadsheet, the claimant's fiscal year 2012-2013 budget, and the claimant's service agreements with Conservation Corps

²⁰³ Exhibit A, IRC, filed May 22, 2020, pages 204-208 (Audit Report).

²⁰⁴ Exhibit A, IRC, filed May 22, 2020, pages 204-208 (Audit Report).

²⁰⁵ Exhibit A, IRC, filed May 22, 2020, pages 204-208 (Audit Report).

²⁰⁶ Exhibit A, IRC, filed May 22, 2020, pages 168-172 (Parameters and Guidelines).

²⁰⁷ Exhibit A, IRC, filed May 22, 2020, pages 171-172 (Parameters and Guidelines).

²⁰⁸ Exhibit A, IRC, filed May 22, 2020, page 172 (Parameters and Guidelines).

²⁰⁹ Exhibit A, IRC, filed May 22, 2020, pages 204-205 (Audit Report).

and Nationwide.²¹⁰ The claimant contends that its service agreements with Conservation Corps and Nationwide support their claim for reimbursement.²¹¹ These agreements, however, do not provide enough specificity to demonstrate the actual number of trash collections conducted during the reimbursement period. This is why the Controller conducted its field audit – to verify the claims for reimbursement. The claimant has not provided any documentation showing the number of trash collections or pickups, as required by section VII. of the Parameters and Guidelines. Thus, the Controller’s reduction is correct as a matter of law.

The Commission further finds that the Controller’s determination of the annual number of trash collections is not arbitrary, capricious, or entirely lacking in evidentiary support. Aside from the two service agreements with Conservation Corps and Nationwide, the claimant has provided no documentation to prove that it serviced the amount of transit stops claimed. The Controller was therefore required to conduct an audit to verify claimant’s claims. In conducting its audit, the Controller used the maintenance agreements, the GIS transit map, Google images back to 2007, discussions with Metro’s Manager of Strategic Planning and Administrative Services, the city-generated spreadsheet, and the claimant’s fiscal year 2012-2013 budget to determine the allowable number of trash collections or pickups.²¹² The claimant contends that the Controller’s assumptions of trash receptacle locations are speculative due to the passage of time, but has provided no specific evidence to rebut the Controller’s findings. The Controller’s conclusions are rationally tied to the evidence it reviewed in the audit. Therefore, the Controller’s audit conclusions and allowance of 116,484 trash collections, instead of the 136,526 collections claimed, are not arbitrary, capricious, or entirely lacking in evidentiary support.

D. The Controller's Reduction, Based on the Determination that Proposition A and C Local Return Funds Are Offsetting Revenue that Should Have Been Identified and Deducted from the Reimbursement Claims, Is Correct as a Matter of Law.

The claimant used Local Return funds from the Proposition A and C sales tax to pay for one-time costs amounting to \$135,889, and used \$450,469 in Local Return Funds from Proposition C for ongoing maintenance costs.²¹³ The claimant did not identify and deduct the Proposition A and C Local Return funds as offsetting revenues in its reimbursement claims.²¹⁴ The claimant alleges that the Controller improperly designated the Proposition A and C Local Return Funds as offsetting revenue because the revenue was not specifically intended for the mandated program, as the claimant argues is required by the Parameters and Guidelines.²¹⁵ The claimant asserts that the Proposition A and C funds are not a federal, state, or non-local source within the meaning of the Parameters and Guidelines.²¹⁶ The claimant also contends that it has the ability to pay back

²¹⁰ Exhibit A, IRC, filed May 22, 2020, pages 204-208 (Audit Report).

²¹¹ Exhibit A, IRC, filed May 22, 2020, pages 4-5.

²¹² Exhibit A, IRC, filed May 22, 2020, pages 204-208 (Audit Report).

²¹³ Exhibit A, IRC, filed May 22, 2020, pages 209-212 (Audit Report).

²¹⁴ Exhibit A, IRC, filed May 22, 2020, pages 209-215 (Audit Report).

²¹⁵ Exhibit A, IRC, filed May 22, 2020, page 7.

²¹⁶ Exhibit A, IRC, filed May 22, 2020, pages 6-7.

the Proposition A and C funds if State mandate reimbursement payments are received and, thus, in effect it is using its own general revenue funds.²¹⁷ Finally, the claimant alleges that “[i]t would be arbitrary and capricious to find that the Parameters and Guidelines retroactively prohibited an advancement of Proposition A or Proposition C funds in a way that was lawful when those funds were advanced.”²¹⁸

The Commission finds that the Controller’s designation of the funds as offsetting revenues and the resulting reduction of costs claimed is correct as a matter of law.

1. Proposition A and Proposition C local return funds constitute reimbursement from a non-local source within the meaning of the Parameters and Guidelines.

Section VIII. of the Parameters and Guidelines states:

Any offsetting revenue the claimant experiences in the same program as a result of the same statutes or executive orders found to contain the mandate shall be deducted from the costs claimed. In addition, reimbursement for this mandate received from any federal, state or *nonlocal* source shall be identified and deducted from this claim.²¹⁹

While the Parameters and Guidelines do not expressly require that funds from Proposition A or Proposition C be identified as offsetting revenue, they do state that “reimbursement for this mandate received from any federal, state or *non-local source* shall be identified and deducted from this claim.”²²⁰ The Parameters and Guidelines do not stand alone, but must be interpreted in a manner that is consistent with the California Constitution²²¹ and principles of mandates law.²²² As explained below, to qualify as reimbursable “proceeds of taxes” under mandates law, a “local tax” cannot be levied “by or for” an entity other than the local agency claiming reimbursement, nor can it be subject to another entity’s appropriations limit, even if that entity is another local agency.²²³ To find otherwise would disturb the balance of local government financing upon which the tax and spend limitations of articles XIII A and XIII B are built.²²⁴

Neither Proposition A nor Proposition C are the claimant’s local “proceeds of taxes” because they are neither levied by nor for the claimant, nor subject to the claimant’s appropriations limit. Any costs incurred by the claimant in performing the mandated activities that are funded by

²¹⁷ Exhibit A, IRC, filed May 22, 2020, pages 7-9.

²¹⁸ Exhibit A, IRC, filed May 22, 2020, pages 9-11.

²¹⁹ Exhibit A, IRC, filed May 22, 2020, page 172 (Parameters and Guidelines), emphasis added.

²²⁰ Exhibit A, IRC, filed May 22, 2020, page 172 (Parameters and Guidelines), emphasis added.

²²¹ See *State Board of Equalization v. Board of Supervisors* (1980) 105 Cal.App.3d 813, 823, holding that a Board tax rule was null and void, as applied, because it violated the Constitution.

²²² *Clovis Unified School Dist. v. Chiang* (2010) 188 Cal.App.4th 794, 811-812.

²²³ See *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487.

²²⁴ See *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 492 (Arabian, J., concurring).

Proposition A or Proposition C, non-local taxes, are excluded from mandate reimbursement under article XIII B, section 6 of the California Constitution.

2. Proposition A and Proposition C local return tax revenues are not the claimant’s “proceeds of taxes” within the meaning of article XIII B of the California Constitution because the taxes are not levied by the claimant nor subject to the claimant’s appropriations limit.

Interpreting the reimbursement requirement in article XIII B, section 6 of the California Constitution requires an understanding of articles XIII A and XIII B, which “work in tandem, together restricting California governments’ power both to levy and to spend taxes for public purposes.”²²⁵

In 1978, the voters adopted Proposition 13, which added article XIII A to the California Constitution. Article XIII A drastically reduced property tax revenue previously enjoyed by local governments by providing that “the maximum amount of any ad valorem tax on real property shall not exceed one percent (1%) of the full cash value” and that the one percent (1%) tax was to be collected by counties and “apportioned according to law to the districts within the counties...”²²⁶ In addition to limiting property tax revenue, section 4 also restricts a local government’s ability to impose special taxes by requiring a two-thirds approval by voters.²²⁷

Article XIII B was adopted by the voters less than 18 months after the addition of article XIII A, and was billed as “the next logical step to Proposition 13.”²²⁸ While article XIII A is aimed at controlling ad valorem property taxes and the imposition of new special taxes, “the thrust of article XIII B is toward placing certain limitations on the growth of appropriations at both the state and local government level; in particular, Article XIII B places limits on the authorization to expend the ‘proceeds of taxes.’”²²⁹

Article XIII B established “an appropriations limit,” or spending limit for each “local government” beginning in fiscal year 1980-1981.²³⁰ Section 1 of article XIII B defines the appropriations limit as follows:

The total annual appropriations subject to limitation of the State and of each local government shall not exceed the appropriations limit of the entity of government for the prior year adjusted for the change in the cost of living and the change in population, except as otherwise provided by this article.²³¹

²²⁵ *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 486.

²²⁶ California Constitution, article XIII A, section 1.

²²⁷ California Constitution, article XIII A, section 1.

²²⁸ *County of Placer v. Corin* (1980) 113 Cal.App.3d 443, 446.

²²⁹ *County of Placer v. Corin* (1980) 113 Cal.App.3d 443, 446.

²³⁰ California Constitution, article XIII B, section 8(h).

²³¹ California Constitution, article XIII B, section 1.

No “appropriations subject to limitation” may be made in excess of the appropriations limit, and revenues received in excess of authorized appropriations must be returned to the taxpayers within the following two fiscal years.²³²

Article XIII B does not limit the ability to expend government funds collected from all sources; the appropriations limit is based on “appropriations subject to limitation,” meaning “any authorization to expend during a fiscal year *the proceeds of taxes levied by or for that entity*.”²³³ For local agencies, “proceeds of taxes” subject to the appropriations limit include all tax revenues; proceeds from regulatory charges and fees to the extent such proceeds exceed the costs reasonably borne by government in providing the product or service; the investment of tax revenue; and subventions received from the state (other than pursuant to section 6).²³⁴

No limitation is placed on the expenditure of those revenues that do not constitute “proceeds of taxes.”²³⁵ For example, appropriations subject to limitation do not include “local agency loan funds or indebtedness funds, investment (or authorizations to invest) funds of the state, or of an entity of local government in accounts at banks or savings and loan associations or in liquid securities.”²³⁶

Article XIII B, section 6 was specifically designed to protect the tax revenues of local governments from state mandates that would require expenditure of tax revenues which are subject to limitation. Thus, contrary to the claimant’s assertions, the courts have consistently found that the purpose of section 6 is to preclude “the state from shifting financial responsibility for carrying out governmental functions to local governmental entities, which are ‘ill equipped’ to assume increased financial responsibilities *because of the taxing and spending limitations that articles XIII A and XIII B impose*.”²³⁷ The California Supreme Court, in *County of Fresno v. State of California*,²³⁸ explained:

Section 6 was included in article XIII B in recognition that article XIII A of the Constitution severely restricted the taxing powers of local governments. (See *County of Los Angeles I, supra*, 43 Cal.3d at p. 61.) The provision was intended to preclude the state from shifting financial responsibility for carrying out governmental functions onto local entities that were ill equipped to handle the task. (*Ibid.*; see *Lucia Mar Unified School Dist. v. Honig* (1988) 44 Cal.3d 830, 836, fn. 6.) Specifically, it was designed to protect the tax revenues of local governments from state mandates that would require expenditure of such

²³² California Constitution, article XIII B, section 2.

²³³ California Constitution, article XIII B, section 8(b), emphasis added.

²³⁴ California Constitution, article XIII B, section 8(c); *County of Placer v. Corin* (1980) 113 Cal.App.3d 443, 448.

²³⁵ *County of Placer v. Corin* (1980) 113 Cal.App.3d 443, 447.

²³⁶ California Constitution, article XIII B, section 8(i).

²³⁷ *Dept. of Finance v. Commission on State Mandates* (2016) 1 Cal.5th 749, 763 (quoting *County of San Diego v. State of California* (1997) 15 Cal.4th 68, 81), emphasis added.

²³⁸ *County of Fresno v. State of California* (1991) 53 Cal.3d 482.

revenues. Thus, although its language broadly declares that the “state shall provide a subvention of funds to reimburse ... local government for the costs [of a state-mandated new] program or higher level of service,” read in its textual and historical context section 6 of article XIII B requires subvention only when the costs in question can be recovered *solely from tax revenues*.²³⁹

Article XIII B, section 6 must therefore be read in light of the fact that “articles XIII A and XIII B severely restrict the taxing and spending powers of local governments”; it requires the state to provide reimbursement only when a local government is mandated to expend its own proceeds of taxes subject to the appropriations limit of article XIII B.²⁴⁰

- a. The Proposition A and Proposition C sales taxes are not proceeds of taxes levied by or for the claimant.

The revenue at issue in this IRC consists of transportation sales tax receipts from the claimant’s share of the Proposition A and C Local Return program. However, the Proposition A and C funds are not subject to claimant’s appropriations limit. “Appropriations subject to limitation” for local government means “any authorization to expend during a fiscal year the ‘proceeds of taxes levied by or for that entity’ and the proceeds of state subventions to that entity (other than subventions made pursuant to Section 6) exclusive of refunds of taxes.”²⁴¹ It has been the long-held position, supported by case law, that only state mandates that require the expenditure of a claimant’s “proceeds of taxes” limited by the tax and spend provisions in articles XIII A and XIII B are reimbursable, and that local governments authorized to recoup costs through non-tax sources are not eligible for reimbursement under article XIII B, section 6.²⁴² While the claimant seeks to characterize Proposition A and Proposition C as “local taxes,” for purposes of mandates reimbursement, they are not the claimant’s proceeds of taxes.

The power of a local government to tax is derived from the Constitution, upon the Legislature’s authorization.²⁴³ “The Legislature may not impose taxes for local purposes but may authorize local governments to impose them.”²⁴⁴ In other words, a local government’s taxing authority is derived from statute.

Metro, as the successor to the Los Angeles County Transportation Commission, is authorized by statute to levy the Proposition A and Proposition C transactions and use taxes throughout Los

²³⁹ *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487, emphasis in original.

²⁴⁰ *Dept. of Finance v. Commission on State Mandates* (2016) 1 Cal.5th 749, 762-763; *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 486-487.

²⁴¹ California Constitution, article XIII B, section 8(b).

²⁴² *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487 (Article XIII B “was not intended to reach beyond taxation”).

²⁴³ California Constitution, article XIII, section 24(a).

²⁴⁴ *County of Placer v. Corin* (1980) 113 Cal.App.3d 443, 450 (“Taxes are levied by the Legislature, or by counties and municipalities under their delegated power, for the support of the state, county, or municipal government”).

Angeles County.²⁴⁵ Public Utilities Code section 130350, as originally enacted, states as follows:

A retail transactions and use tax ordinance applicable in the incorporated and unincorporated territory of the County of Los Angeles may be adopted by the Los Angeles County Transportation Commission in accordance with Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, provided that a majority of the electors voting on the measure vote to authorize its enactment at a special election called for that purpose by the commission.²⁴⁶

Under the Proposition A and Proposition C ordinances, twenty-five percent of Proposition A taxes and twenty percent of Proposition C taxes, respectively, are allocated to the local return program funds for cities and the county to use for public transit purposes.²⁴⁷ As discussed above, local jurisdictions are then permitted to use those funds on public transit projects as prescribed by the Local Return Guidelines.²⁴⁸ Permissible uses include bus stop improvements and maintenance projects, which include the installation, replacement and maintenance of trash receptacles.²⁴⁹

The claimant does not dispute receiving Proposition A and Proposition C revenues through the local return program during the audit period, at least a portion of which was used for the eligible purposes of installing and maintaining trash receptacles at transit stops. Nonetheless, the claimant misunderstands what constitutes a local agency’s “local sales tax revenues” for purposes of determining eligibility for reimbursement under article XIII B, section 6. Contrary to the claimant’s assertions, the Proposition A and Proposition C transactions and use taxes are *not* the claimant’s local “proceeds of taxes” because they are neither levied by nor for the claimant.

The phrase “to levy taxes by or for an entity” has a special meaning of long-standing. The concept of one entity levying taxes for another dates back to at least 1895 (stats. 1895, p. 219) and the adoption of an act providing for the levy of taxes “by or for” municipal corporations. This act allowed general law and charter cities to continue to exercise their taxing power directly or, if they so desired, to have the county levy and collect their taxes for them. (*Griggs v. Hartzoke* (1910) 13 Cal.App. 429, 430–432, 109 P. 1104; *County of Los Angeles v. Superior Court* (1941) 17 Cal.2d 707, 710–711, 112 P.2d 10.) The legal effect of this arrangement, as explained by case law, was that the taxing power exercised was that of the city, and it remained in the city. The county officers in levying taxes for the city became ex-officio officers of the city and exercised the city's taxing power. (*Madary v. City of Fresno* (1912) 20 Cal.App. 91, 93–94, 128 P.

²⁴⁵ Public Utilities Code section 130350 (Stats. 1976, ch. 1333).

²⁴⁶ Public Utilities Code section 130350 (Stats. 1976, ch. 1333).

²⁴⁷ Exhibit A, IRC, filed May 22, 2020, page 123 (Local Return Guidelines 2007 Edition).

²⁴⁸ See Exhibit A, IRC, filed May 22, 2020, page 96 (Local Return Guidelines 2007 Edition).

²⁴⁹ Exhibit A, IRC, filed May 22, 2020, page 102 (Local Return Guidelines 2007 Edition).

340.) In levying taxes for the city the county was levying “municipal taxes” through the ordinary county machinery. (*Griggs, supra*, 13 Cal.App. at p. 432, 109 P. 1104.)

Thus, the salient characteristics of one entity levying taxes “for” another entity are: (1) the entity for whom the taxes are levied has the taxing power; (2) the levying officers of the county exercise the taxing power of the entity for whom they are levying; (3) they exercise such power as ex-officio officers of that entity, and (4) the taxes collected are those of the “levied for” entity.²⁵⁰

Similar to the redevelopment agency in *Bell Community Redevelopment Agency v. Woosley*, the claimant here does not have the power to levy the Proposition A and Proposition C taxes.²⁵¹ Public Utilities Code section 130350 authorizes the Los Angeles Transportation Commission (through its successor, Metro) to levy the Proposition A and Proposition C retail transactions and use taxes. The Proposition A and Proposition C ordinances authorize Metro to allocate a portion of those tax proceeds to local jurisdictions within Los Angeles County for use on specified local transit programs.²⁵² Therefore, Metro is not levying the Proposition A and Proposition C taxes “for” the claimant. The claimant’s receipt and use of Proposition A and Proposition C tax revenues through the local return programs does not render those funds the claimant’s “proceeds of taxes.”

b. The Proposition A and Proposition C local return funds allocated to the claimants are not subject to the claimant’s appropriations limit.

The reimbursement requirement in article XIII B, section 6 “was included in recognition of the fact ‘that articles XIII A and XIII B severely restrict the taxing and spending powers of local government.’”²⁵³ In other words, it was “designed to protect the tax revenues of local governments from state mandates that would require the expenditure of such revenues.”²⁵⁴ Article XIII B does not limit a local government’s ability to expend tax revenues that are not its

²⁵⁰ *Bell Community Redevelopment Agency v. Woosley* (1985) 169 Cal.App.3d 24, 32.

²⁵¹ See *Bell Community Redevelopment Agency v. Woosley* (1985) 169 Cal.App.3d 24, 27 [Because redevelopment agency did not have the authority to levy a tax to fund its efforts, allocation and payment of tax increment funds to redevelopment agency by county, a government taxing agency, were not “proceeds of taxes levied by or for” the redevelopment agency and therefore were not subject to the appropriations limit of Article XIII B].

²⁵² Exhibit X, Proposition A Ordinance, http://libraryarchives.metro.net/DPGTL/legislation/1980_proposition_a_ordinance.pdf (accessed on February 22, 2001), page 3; Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), pages 3-4.

²⁵³ *Dept. of Finance v. Commission on State Mandates* (2016) 1 Cal.5th 749, 763; *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487.

²⁵⁴ *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487.

“proceeds of taxes.”²⁵⁵ Therefore, where a tax is neither levied by nor for the local government claiming reimbursement, the resulting revenue is not the local government’s “proceeds of taxes” and is therefore not the local government’s “appropriations subject to limitation.”²⁵⁶

Reimbursement under article XIII B, section 6 is only required to the extent that a local government must incur “increased actual expenditures of limited tax proceeds that are counted against the local government’s spending limit.”²⁵⁷ Where a local agency expends tax revenues other than its own proceeds of taxes, the need under article XIII B, section 6 to protect the local agency’s own tax revenues is not present; the agency is not called upon to expend its limited tax proceeds, nor does it bear the burden of increased financial responsibility for carrying out state governmental functions.²⁵⁸ Because the Proposition A and Proposition C local return funds are not the claimants’ “proceeds of taxes levied by or for that entity,” they are not the claimants’ “appropriations subject to limitation.”²⁵⁹

In addition, Government Code section 7904 states: “In no event shall the appropriation of the same proceeds of taxes be subject to the appropriations limit of more than one local jurisdiction or the state.”

i. The Proposition A tax is not subject to an appropriations limit.

Los Angeles County has passed four separate half-cent transportation sales taxes over the past 40 years: Proposition A (1980), Proposition C (1990), Measure R (2008), and Measure M (2016).²⁶⁰ With the exception of Proposition A, the remaining three tax ordinances, all adopted since 1990, expressly state that their respective transportation sales tax revenues are subject to either the Los Angeles County Transportation Commission’s (as predecessor to Metro) or Metro’s appropriations limit.

The Proposition A tax is not subject to an appropriations limit. Under *Los Angeles County Transportation Com. v. Richmond* (1982) 31 Cal.3d 197, the Transportation Commission is not a “special district” subject to the taxation limitations of article XIII A and could therefore impose the Proposition A tax without the two-thirds voter approval required by article XIII A, section 4. Therefore, consistent with Public Utilities Code section 99550, any tax imposed by the Transportation Commission that was approved prior to December 19, 1991 is exempt from the taxing limitations of article XIII A.

²⁵⁵ *County of Placer v. Corin* (1980) 113 Cal.App.3d 443, 447.

²⁵⁶ California Constitution, article XIII B, section 8.

²⁵⁷ *County of Sonoma v. Commission on State Mandates* (2000) 84 Cal.App.4th 1264, 1283; *County of Los Angeles v. Commission on State Mandates* (2003) 110 Cal.App.4th 1176, 1185.

²⁵⁸ *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 492-493 (Arabian, J., concurring).

²⁵⁹ California Constitution, article XIII B, section 8.

²⁶⁰ Exhibit X, Local Return Program 2021, https://www.metro.net/projects/local_return_pgm/ (accessed on December 9, 2021), page 1.

While article XIII A “imposes a direct constitutional limit on state and local power to adopt and levy taxes,”²⁶¹ the purpose of article XIII B is to provide discipline in government spending “by creating appropriations limits to restrict the amount of such expenditures.”²⁶² As discussed above, articles XIII A and XIII B work together to impose restrictions on local governments’ ability to both levy and spend taxes.²⁶³ Because the Transportation Commission’s power to adopt and levy taxes is not limited by article XIII A, it is not surprising that an appropriations limit was not established for the Proposition A revenues under article XIII B.

Furthermore, if the Transportation Commission were considered a “special district,” article XIII B, section 9 states that “Appropriations subject to limitation” for each entity of government do *not* include

(c) Appropriations of any special district which existed on January 1, 1978, and which did not as of the 1977-78 fiscal year levy an ad valorem tax on property in excess of 12 ½ cents per \$100 of assessed value; or the appropriations of any special district then existing or thereafter created by a vote of the people, which is totally funded by other than the proceeds of taxes.²⁶⁴

The Transportation Commission was created prior to January 1, 1978 and did not levy real property taxes. Therefore, whether or not the Transportation Commission is considered to be a special district, Proposition A funds are not subject to an appropriations limit.

ii. *The Proposition C tax is subject to the Transportation Commission’s appropriations limit.*

Proposition C establishes an appropriations limit applicable to Metro as follows:

A Commission [former LACTC, now MTA] appropriations limit is hereby established equal to the revenues collected and allocated during the 1990/91 fiscal year plus an amount equal to one and a half times the taxes that would be levied or allocated on a one-half of one percent transaction and use tax in the first full fiscal year following enactment and implementation of this Ordinance.²⁶⁵

²⁶¹ *City of Sacramento v. State of California* (1990) 50 Cal.3d 51, 59, footnote 1.

²⁶² *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 491 (Arabian, J., concurring).

²⁶³ *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 486.

²⁶⁴ California Constitution, article XIII B, section 9(c).

²⁶⁵ Exhibit X, Proposition C Ordinance, http://media.metro.net/projects_studies/taxpayer_oversight_comm/proposition_c_ordinance.pdf (accessed on February 22, 2021), page 6. In 1987, the Legislature enacted the Local Transportation Authority and Improvement Act, which authorized any other county board of supervisors to create a “local transportation authority,” and to adopt an ordinance imposing a retail transactions and use tax—i.e., a sales tax—on a countywide basis at a rate not to exceed one percent for public transit purposes, which must be approved by the voters. (Pub. Utilities Code, §§ 180050, et seq., 180201.) Part of the Act, Public Utilities Code section 180202,

Based on the plain language of the Proposition A and C ordinances, the authorizing statutes, and the Local Return Guidelines, the Local Return funds do not constitute the claimant’s “proceeds of taxes” and are not subject to the claimant’s appropriations limit.²⁶⁶ The Local Return funds do not raise the general revenues of the claimant, but are restricted to public transit purposes approved by Metro.

Additionally, under Government Code section 7904, “[i]n no event shall the appropriation of the same proceeds of taxes be subject to the appropriations limit of more than one local jurisdiction or the state.”²⁶⁷ Because the Proposition C taxes are levied “by and for” Metro, Proposition C tax revenues are subject *only* to Metro’s appropriations limit; they cannot be subject to both Metro and the claimants’ appropriations limits.

Reimbursement under article XIII B, section 6 is required only when the mandated program forces local government to incur increased actual expenditures of limited tax proceeds that are counted against the local government’s spending limit.²⁶⁸ Local agencies cannot accept the benefits of revenue that is not subject to their appropriations limits, while asserting an entitlement to reimbursement under article XIII B, section 6.²⁶⁹ The Proposition A and C Local Return revenue is not the claimant’s proceeds of taxes, nor is it subject to the claimant’s appropriation limit.

Therefore, the Controller’s finding, that the claimant is not eligible for reimbursement for mandated activities already paid for with Local Return funds that should have been identified and deducted as offsetting revenues, is correct as a matter of law.

3. The advancement of Proposition A or Proposition C funds to pay for the installation and maintenance of the trash receptacles does not alter the nature of those funds as offsetting revenues, nor does the deduction of those funds from the costs claimed constitute a retroactive application of the law.

The claimant argues that because the Local Return Guidelines permitted the claimants to use Proposition A and Proposition C funds on mandated activities “on or around FY 2002-03” and then, upon reimbursement from the state, apply those funds to other transit projects, the claimants cannot now be penalized for doing so through retroactive application of the Parameters and Guidelines (which were not adopted until 2011).²⁷⁰ The claimant alleges that the Controller’s application of the Parameters and Guidelines is both incorrect as a matter of law and

requires that the sales tax ordinance “include an appropriations limit for that [transportation] entity pursuant to Section 4 of Article XIII B of the California Constitution.”

²⁶⁶ *County of Placer v. Corin* (1980) 113 Cal.App.3d 443, 451.

²⁶⁷ Government Code section 7904.

²⁶⁸ *County of Sonoma v. Commission on State Mandates* (2000) 84 Cal.App.4th 1264, 1283; *County of Los Angeles v. Commission on State Mandates* (2003) 110 Cal.App.4th 1176, 1185.

²⁶⁹ *City of El Monte v. Commission on State Mandates* (2000) 83 Cal.App.4th 266, 281-282.

²⁷⁰ Exhibit A, IRC, filed May 22, 2020, pages 9-10.

arbitrary and capricious.²⁷¹ Whether the Controller correctly interpreted the Parameters and Guidelines in finding that Proposition A and Proposition C are non-local sources of funds that must be deducted from the reimbursement claims is purely a question of law subject to the de novo standard of review and to which the arbitrary and capricious standard does not apply.²⁷²

Because the claimant used “non-local source” funds to install and maintain trash receptacles, the claimant was required to identify and deduct those funds from its claims for reimbursement. As discussed above, the Proposition A and Proposition C funds received by the claimant are not the claimant’s “proceeds of taxes” within the meaning of article XIII B, section 8. The requirement in section VIII. of the Parameters and Guidelines that reimbursement received from any “non-local source” must be identified and deducted from the claim simply restates the requirement under article XIII B, section 6 that mandate reimbursement is only required to the extent that the local government expends its own proceeds of taxes.²⁷³ A rule that merely restates or clarifies existing law “does not operate retrospectively even if applied to transactions predating its enactment because the true meaning of the [rule] remains the same.”²⁷⁴

Where, as here, a local government funds mandated activities with *other than* its own proceeds of taxes (e.g., revenue from a tax levied by a separate local government entity), it is required to deduct those revenues from its reimbursement claim. The fact that the Commission did not adopt the Parameters and Guidelines for the *Municipal Stormwater and Urban Runoff Discharges* program until well into the audit period²⁷⁵ does not alter the analysis, nor does the claimants’ ability under the Local Return Guidelines to expend Proposition A or Proposition C funds on the installation and maintenance of transit stop trash receptacles prior to mandate reimbursement.

The Commission finds that the Controller’s determination, that the Proposition A and Proposition C local return funds are offsetting revenue that should have been identified and deducted from the reimbursement claims, is correct as a matter of law.

V. Conclusion

Based on the forgoing, the Commission concludes that the Controller’s reduction of costs is correct as a matter of law. Accordingly, the IRC is denied.

²⁷¹ Exhibit A, IRC, filed May 22, 2020, pages 9-10.

²⁷² *City of Sacramento v. State of California* (1990) 50 Cal.3d 51, 64, 71, fn. 15; *County of San Diego v. State of California* (1997) 15 Cal.4th 68, 109.

²⁷³ *Dept. of Finance v. Commission on State Mandates* (2016) 1 Cal.5th 749, 762-763; *County of Fresno v. State of California* (1991) 53 Cal.3d 482, 486-487; see also Government Code section 17553(b)(1)(F)(iii) and California Code of Regulations, title 2, section 1183.7(g)(2).

²⁷⁴ *Western Security Bank v. Superior Court* (1997) 15 Cal.4th 232, 243.

²⁷⁵ The Parameters and Guidelines for the *Municipal Stormwater and Urban Runoff Discharges* program were adopted March 24, 2011. (Exhibit A, IRC, filed May 22, 2020, page 166.) The reimbursement claims at issue range from fiscal years 2002-2003 through 2012-2013. (Exhibit A, IRC, filed May 22, 2020, pages 224-230, 466, 468.)

DECLARATION OF SERVICE BY EMAIL

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On December 10, 2021, I served the:

- **Draft Proposed Decision, Schedule for Comments, and Notice of Hearing issued December 10, 2021**

Municipal Storm Water and Urban Runoff Discharges, 19-0304-I-02
Los Angeles Regional Quality Control Board Order No. 01-182,
Permit CAS004001, Part 4F5c3
Fiscal Years: 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007,
2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013
City of Norwalk, Claimant

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on December 10, 2021 at Sacramento, California.



Jill L. Magee
Commission on State Mandates
980 Ninth Street, Suite 300
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COMMISSION ON STATE MANDATES

Mailing List

Last Updated: 12/6/21

Claim Number: 19-0304-I-02

Matter: Municipal Storm Water and Urban Runoff Discharges

Claimant: City of Norwalk

TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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LOS ANGELES COUNTY

METROPOLITAN TRANSPORTATION AUTHORITY

ADMINISTRATIVE CODE

Title 3

Finance

Chapter 3-05

**An Ordinance Establishing A Retail Transactions
And Use Tax in the County of Los Angeles
For Public Transit Purposes**

(Preliminary Note: The ordinance set forth in Chapter 3-05 was originally enacted as Los Angeles County Transportation Commission Ordinance No. 16 and was adopted by a vote of the electorate as Proposition A in November 1980. It is incorporated here as enacted in 1980, except that, for convenience and consistency, its section headings and numbering have been revised to conform to the style of this Code. While the provisions of this ordinance may be cited by the section headings and numbering used herein, the official ordinance remains that enacted by the electorate in 1980. The inclusion of this ordinance in this Code is not a reenactment or an amendment of the original ordinance, and its inclusion in this Code does not in any way amend its provisions or alter its application.)

A retail Transactions and Use Tax is hereby imposed in the County of Los Angeles as follows:

3-05-010 Definitions. The following words, whenever used in this Ordinance, shall have the meanings set forth below:

- A. "Commission" means the Los Angeles County Transportation Commission.
- B. "County" means the incorporated and unincorporated territory of the County of

Los Angeles.

- C. "Transaction" or "Transactions" have the same meaning, respectively, as the words "Sale" or "Sales"; and the word "Transactor" has the same meaning as "Seller", as "Sale" or "Sales" and "Seller" are used in Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code.

3-05-020 Imposition of Retail Transactions Tax. There is hereby imposed a tax for the privilege of selling tangible personal property at retail upon every retailer in the County at a rate of one-half of 1% of the gross receipts of the retailer from the sale of all tangible personal property sold by him at retail in the County.

3-05-030 Imposition of Use Tax. There is hereby imposed a complementary tax upon the storage, use or other consumption in the County of tangible personal property purchased from any retailer for storage, use or other consumption in the County. Such tax shall be at a rate of one-half of 1% of the sales price of the property whose storage, use or other consumption is subject to the tax.

3-05-040 Application of Sales and Use Tax Provisions of Revenue and Taxation Code.

A. The provisions contained in Part 1 of Division 2 of the Revenue and Taxation code (Sales and Use Taxes, commencing with Section 6001), insofar as they relate to sales or use taxes and are not inconsistent with Part 1.6 of Division 2 of the Revenue and taxation Code (transactions and Use Taxes, commencing with Section 7251), shall apply and be part of this Ordinance, being incorporated by reference herein, except that:

1. The commission, as the taxing agency, shall be substituted for that of the State;
2. An additional transactor's permit shall not be required if a seller's permit has been or is issued to the transactor under Section 6067 of the Revenue and Taxation Code; and
3. The word "County" shall be substituted for the word "State" in the phrase, "Retailer engaged in business in this State" in Section 6203 of the Revenue and Taxation Code and in the definition of that phrase.

B. A retailer engaged in business in the County shall not be required to collect use tax from the purchase of tangible personal property unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property,

including, but not limited to soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, or subsidiary or person in the County under authority of the retailer.

C. All amendments subsequent to January 1, 1970, to the above cited Sales and Use Taxes provisions relating to sales or use taxes and not consistent with this Ordinance shall automatically become a part of this Ordinance; provided, however, that no such amendment shall operate as to affect the rate of tax imposed by the Commission.

3-05-050 Use of Revenues Received from Imposition of the Transactions and Use Tax.

The revenues received by the Commission from the imposition of the transactions and use tax shall be used for public transit purposes, as follows:

A. Definitions:

1. “System” or “Rail rapid transit system” means all land and other improvements and equipment necessary to provide an operable, exclusive right-of-way, or guideway, for rail transit.

2. “Local transit” means eligible transit, paratransit, and Transportation Systems Management improvements which benefit one jurisdiction.

B. Purpose of Tax. This tax is being imposed to improve and expand existing public transit Countywide, including reduction of transit fares, to construct and operate a rail rapid transit system hereinafter described, and to more effectively use State and Federal funds, benefit assessments, and fares.

C. Use of Revenues. Revenues will be allocated as follows:

1. For the first three (3) years from the operative date of this Ordinance:

a. Twenty-five (25) percent, calculated on an annual basis, to local jurisdictions for local transit, based on their relative percentage share of the population of the County of Los Angeles.

b. To the Southern California Rapid Transit District ("District"), or any other existing or successor entity in the District receiving funds under the Mills-Alquist-Deddeh Act, such sums as are necessary to accomplish the following purposes;

- (1) Establishment of a basic cash fare of fifty (50) cents.
- (2) Establishment of an unlimited use transfer charge of ten (10) cents.
- (3) Establishment of a charge for a basic monthly transit pass of \$20.00.
- (4) Establishment of a charge for a monthly transit pass for the elderly, handicapped and students of \$4.00.
- (5) Establishment of a basic cash fare for the elderly, handicapped and students of twenty (20) cents.
- (6) Establishment of a comparable fare structure for express or premium bus service.

c. The remainder to the Commission for construction and operation of the System.

2. Thereafter:

a. Twenty-five (25) percent, calculated on an annual basis, to local jurisdictions for local transit, based on their relative percentage share of the population of the County of Los Angeles.

b. Thirty-five (35) percent, calculated on an annual basis, to the commission for construction and operation of the System.

c. The remainder shall be allocated to the Commission for public transit purposes.

3. Scope of Use. Revenues can be used for capital or operating expenses.

D. Commission Policy.

1. Relative to the Local Transit Component:

a. Allocation of funds to local jurisdictions shall be subject to the following conditions:

(1) Submission to the Commission of a description of intended use of the funds, in order to establish legal eligibility. Such use shall not duplicate or compete with existing transit service.

(2) The Commission may impose regulations to ensure the timely use of local transit funds.

(3) Recipients shall account annually to the Commission on the use of such funds.

b. Local jurisdictions are encouraged to use available funds for improved transit service.

2. Relative to the System Component:

a. The Commission will determine the System to be constructed and operated.

b. The System will be constructed as expeditiously as possible. In carrying out this policy, the Commission shall use the following guidelines:

(1) Emphasis shall be placed on the use of funds for construction of the System.

(2) Use of existing rights-of-way will be emphasized.

c. The System will be constructed and operated in substantial conformity with the map attached hereto as Exhibit "A". The areas proposed to be served are, at least, the following:

San Fernando Valley

West Los Angeles

South Central Los Angeles/Long Beach

South Bay/Harbor

Century Freeway Corridor

Santa Ana Free Corridor

San Gabriel Valley

3-05-060 Exclusion of Tax Imposed Under Bradley-Burns Uniform Local Sales and

Use Tax Law. The amount subject to tax under this Ordinance shall not include the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county, pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, or the amount of any State-administered transactions or use tax.

3-05-050 Exemption from Retail Transactions Tax.

A. There are exempted from the tax imposed by this Ordinance the gross receipts from the sale of tangible personal property to operators of waterborne vessels to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the carriage or persons or property in such vessels for commercial purposes.

B. There are exempted from the tax imposed under this Ordinance the gross receipts from the sale of tangible personal property to the operators of aircraft to be used or consumed principally outside the County in which the sale is made, and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

C. Sales of property to be used outside the County which are shipped to a point outside the County pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point, are exempt from the tax imposed under this Ordinance.

D. For purposes of this Section, “delivery” of vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle code, the

aircraft license in compliance with Section 21411 of the Public Utilities Code and undocumented vessels registered under Article 2 (commencing with Section 680) of Chapter 5 of Division 3 of the Harbors and Navigation code shall be satisfied by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his principal place of residence.

E. “Delivery” of commercial vehicle shall be satisfied by registration to a place of business out of County, and a declaration under penalty of perjury signed by the buyer that the vehicle will be operated from that address.

F. The sale of tangible personal property is exempt from tax, if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance. A lease of tangible personal property which is a continuing sale of such property is exempt from tax for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance. For purposes of this Section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

3-05-070 Exemptions from Use Tax.

A. The storage, use or other consumption of tangible personal property, the gross receipts from the sale of which have been subject to a transaction tax under any State administered transactions and use taxes ordinances, shall be exempt from the tax imposed under this Ordinance.

B. The storage, use or other consumption of tangible personal property purchased by operators of waterborne vessels and used or consumed by such operators directly and exclusively in the carriage of persons or property in such vessels for commercial taxes is exempt from the use tax.

C. In addition to the exemption provided in Section 6366 and 6366.1 of the Revenue and Taxation Code, the storage, use, or other consumption of tangible personal property purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, United States, or any foreign government, is exempt from the use tax.

D. The storage, use, or other consumption in the County of tangible personal property is exempt from the use tax imposed under this Ordinance if purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of the Ordinance. The possession of, or the exercise of any right or power over, tangible personal property under a lease which is a continuing purchase of such property is exempt from tax for any period of time for which a lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance. For the purposes of this Section, storage, use or other consumption, or possession, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

3-05-080 Place of Consummation of Retail Transaction. For the purpose of a retail transaction tax imposed by this Ordinance, all retail transactions are consummated at the place of business of the retailer, unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-State destination or to a common carrier for delivery to an out-of-State destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the State sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State, or has more than one place of business, the place or places at which the retail sales are consummated for the

purpose of the transactions tax imposed by this Ordinance shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3-05-100 Deduction of Local Transactions Taxes on Sales of Motor Fuel.

A. The Controller shall deduct local transactions taxes on sales of motor vehicle fuel which are subject to tax and refund pursuant to Part 2 (commencing with Section 7301) of this division, unless the claimant establishes to the satisfaction of the Controller that the claimant has paid local sales tax reimbursement for a use tax measured by the sale price of the fuel to him.

B. If the claimant establishes to the satisfaction of the Controller that he has paid transactions tax reimbursement or Commission use tax measured by the sale price of the fuel to him, including the amount of the tax imposed by said Part 2, the Controller shall repay to the claimant the amount of transactions tax reimbursement or use tax paid with respect to the amount of the motor vehicle license tax refunded. If the buyer receives a refund under this Section, no refund shall be made to the seller.

3-05-110 Adoption and Enactment of Ordinance. This Ordinance is hereby adopted by the Commission and shall be enacted upon authorization of the electors voting in favor thereof at the special election called for November 4, 1980, to vote on the measure.

3-05-120 Operative Date. This Retail Transactions and Use Tax Ordinance shall be operative the first day of the first calendar quarter commencing not less than 180 days after the adoption of said Ordinance.

3-05-130 Effective Date. The effective date of this Ordinance shall be August 20, 1980.

Chapter 3-10

An Ordinance Establishing An Additional Retail Transactions And Use Tax in the County of Los Angeles For Public Transit Purposes

(Preliminary Note: The ordinance set forth in Chapter 3-10 was originally enacted as Los Angeles County Transportation Commission Ordinance No. 49 and was adopted by a vote of the electorate as Proposition C in November 1990. It is incorporated here as enacted in 1990, except that, for convenience and consistency, its section headings and numbering have been revised to conform to the style of this Code. While the provisions of this ordinance may be cited by the section headings and numbering used herein, the official ordinance remains that enacted by the electorate in 1990. The inclusion of this ordinance in this Code is not a reenactment or an amendment of the original ordinance, and its inclusion in this Code does not in any way amend its provisions or alter its application.)

A retail Transactions and Use Tax is hereby imposed in the County of Los Angeles as follows:

3-10-010 Imposition of Retail Transactions Tax. There is hereby imposed a tax for the privilege of selling tangible personal property at retail upon every retailer in the County at a rate of one-half of one percent of the gross receipts of the retailer from the sale of all tangible personal property sold at retail in the County. This tax is in addition to the tax authorized by Ordinance No. 16, on August 20, 1980 [MTA Administrative Code, Chapter 3-05].

3-02-020 Imposition of Use Tax. There is hereby imposed a complementary tax upon the storage, use or other consumption in the County of tangible personal property purchased from any retailer for storage, use or other consumption in the County. Such tax shall be at a rate of one-half of 1% of the sales price of the property whose storage, use or other consumption is subject to the tax. This tax is in addition to the tax authorized by Ordinance No. 16, on August 20, 1980 [MTA Administrative Code, Chapter 3-05].

3-10-030 Definitions. The following words, whenever used in this Ordinance, shall have the meanings as set forth below:

A. "Commission" means the Los Angeles County Transportation Commission or any successor entity.

B. “County” means the incorporated and unincorporated territory of the County of Los Angeles.

C. “Transaction” or “Transactions” have the same meaning, respectively, as the words “Sale” or “Sales”; and the word “Transactor” has the same meaning as “Seller”, as “Sale” or “Sales” and “Seller” are used in Part 1 (commencing with Section 6001) of Division 2 of the revenue and Taxation Code.

D. “Public Transit Purposes” are expenditures which maintain, improve and expand public transit, reduce congestion, and increase mobility, and include, but are not limited to, the following:

1. Transit and paratransit activities, including rail, bus and advanced technologies.
2. Fare Subsidies
3. Commuter Rail
4. Transit Centers
5. Park-and-Ride Lots
6. Public Information Services Technology and Systems
7. Freeway Bus Stations and Facilities
8. Rail and Bus Safety and Security
9. Maintenance of and Improvements to Streets and Highways used as public transit thoroughfares, including, but not limited to, the following:
 - a. Coordination and synchronization of signalization
 - b. Provisions for prompt service to assist motorists with disabled automobiles or trucks
 - c. Construction of high occupancy vehicle (HOV) lanes
 - d. Other activities which reduce congestion and improve air quality by providing transportation improvements to freeways, and state highways used

as public transit thoroughfares, including construction of transit ways including bus ways, carpool lanes, and operational and interchange improvements.

10. Transportation Systems Management and Transportation Demand Management

3-10-040 Use of Revenues Received from Imposition of the Transactions and Use Tax.

The revenues received by the Commission from the imposition of the transactions and use tax shall be used for public transit purposes, as follows:

A. Purpose of Tax. To improve transit service and operations, reduce traffic congestion, improve air quality, efficiently operate and improve the condition of the streets and freeways utilized by public transit, and reduce foreign fuel dependence. The purposes of this tax include:

1. Meeting operating expenses; purchasing or leasing supplies, equipment or materials; meeting financial reserve requirements; obtaining funds for capital projects necessary to maintain service within existing service areas;
2. Increasing funds for the existing public transit service programs;
3. Instituting or increasing passenger or commuter services on rail or highway rights of way;
4. The continued development of a regional transportation improvement program.

B. Use of Revenues. A Los Angeles County Anti-Gridlock Transit Improvement fund will be created to supplement current transportation funds and help meet the documented shortfall in funds needed to complete the Los Angeles County transportation system.

1. Forty percent of the revenue from the ½ cent sales and use tax will be used to improve and expand rail and bus transit County-wide, to provide fare subsidies, increase graffiti prevention and removal, and increase energy-efficient, low-polluting

public transit service. Funds from this revenue source will not be used for capital improvements for the Metro Rail Project between Union Station and Hollywood.

2. Five percent of the revenue from the ½ cent sales and use tax will be used to improve and expand rail and bus security.

3. Ten percent of the revenue from the ½ cent sales and use tax will be used to increase mobility and reduce congestion by providing additional funds for Commuter Rail and the construction of Transit Centers, Park-and-Ride Lots, and Freeway Bus Stops.

4. Twenty percent of the revenue from the ½ cent sales and use tax will be a Local Return Program to be used by cities and the County for public transit, paratransit, and related services including to improve and expand supplemental paratransit services to meet the requirements of the Federal Americans With Disabilities Act. At the option of each city and of the County funds can be used consistent with the County's Congestion Management Program to increase safety and improve road conditions by repairing and maintaining streets heavily used by public transit. Transportation system and demand management programs are also eligible.

Funds for the Local Return Program will be allocated to the cities and the County on a per capita basis. Local Return funds not expended within three years will be returned to the Commission for reallocation. Local Return funds may not be traded or sold to other jurisdictions.

5. Twenty-five percent of the revenue from the ½ cents sales and use tax will be used to provide essential County-wide transit-related improvements to freeways and state highways. To facilitate transit flow, the operation of major streets and freeways will be improved by providing preference and priority for transit. Traffic signals may be synchronized, and coordinated and "Smart Street" corridors may be created on those corridors served by public transit. Transportation Systems Management techniques

which assist transit service may also be funded. Transportation improvements on freeways and State highways may include transit ways and other improvements to facilitate and expedite flow of transit and rideshare vehicles, and carpools.

6. The non-Local Return funds will be allocated in formula and discretionary programs basis to be developed and approved by the LACTC within six months of voter approval of this Ordinance. In no event shall administrative costs exceed one and one-half (1 ½) percent of the funds generated by the tax.

3-10-050 Application of Sales and Use Tax Provisions of Revenue and Taxation Code.

A. The provisions contained in Part 1 of Division 2 of the Revenue and Taxation Code (Sales and Use Taxes, commencing with Section 6001), insofar as they relate to sales or use taxes and are not inconsistent with Part 1.6 of Division 2 of the revenue and Taxation Code (Transactions and Use Taxes), commencing with Section 7251), and all amendments thereto shall apply and be part of this Ordinance, being incorporated by reference herein, except that:

1. The Commission, as the taxing agency, shall be substituted for that of the State;

2. An additional transactor's permit shall not be required if a seller's permit has been or is issued to the transactor under Section 6067 of the revenue and Taxation Code; and

3. The word "County" shall be substituted for the word "State" in the phrase, "Retailer engaged in business in this State" in Section 6203 of the Revenue and Taxation Code and in the definition of that phrase.

B. A retailer engaged in business in the County shall not be required to collect use tax from the purchase of tangible personal property unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property; including, but not limited to soliciting or receiving the order, either directly or indirectly, at a

place of the retailer in the County or through any representative, agent, canvasser, solicitor, or subsidiary or person in the County under authority of the retailer.

3-10-060 Adoption of Revenue and Taxation Code Sections 7261 and 7262. Pursuant to the provisions of Revenue and Taxation Code Section 7262.2, the required provisions of Sections 7261 and 7262 of that Code as now in effect or as later amended are adopted by reference in this Ordinance.

3-10-070 Place of Consummation of Retail Transaction. For the purpose of a retail transaction tax imposed by this Ordinance, all retail transactions are consummated at the place of business of the retailer, unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-State destination or to a common carrier for delivery to an out-of-State destination. The gross receipts for such sales shall include delivery charges, when such charges are subject to the State sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State, or has more than one place of business, the place or places at which the retail sales are consummated for the purpose of the transactions tax imposed by this Ordinance shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3-10-080 Appropriations Limit. A Commission appropriations limit is hereby established equal to the revenues collected and allocated during the 1990/91 fiscal year plus an amount equal to one and a half times the taxes that would be levied or allocated on a one-half of one percent transaction and use tax in the first full fiscal year following enactment and implementation of this Ordinance.

3-10-090 Division of Taxes. This Ordinance imposes a one half of one percent transactions and use tax. Another measure imposing a one half percent transactions and use tax entitled the Local Communities Safety Act – Los Angeles County Regional Justice Facilities Financing Agency is scheduled to be submitted to the electorate in the same election as this Ordinance. If both measures are approved by the electorate, the limits of Revenue and Taxation Code Section

7251.1 would be exceeded. In the event that both measures are approved by a majority of the electors voting on the measures and both measures are otherwise valid, the transactions and use tax is to be divided equally with one fourth percent going to the Los Angeles County Transportation Commission for the purposes set forth in this Ordinance and one fourth percent going to the Los Angeles County Regional Justice Facilities Financing Agency for the purposes set forth in its Ordinance provided that legislation is enacted to authorize such a division.

However, if at some future time the statutory limit on sales tax is increased, then the full one half of one percent transactions and use tax shall be restored to each agency.

3-10-100 Adoption and Enactment of Ordinance. This Ordinance is hereby adopted by the Commission and shall be enacted upon authorization of the electors voting in favor thereof at the special election called for November 6, 1990, to vote on the measure.

3-10-110 Effective and Operative Dates. This ordinance shall take effect on the day it is adopted by the Los Angeles County Transportation Commission and pursuant to Public Utilities Code Section 130352 shall be operative on the first day of the first calendar quarter commencing not less than 180 days after adoption of the ordinance.

Chapter 3-15

The Metropolitan Transportation Authority (MTA) Reform and Accountability Act of 1998

(Preliminary Note: The ordinance set forth Chapter 3-15 was originally enacted as the Metropolitan Transportation Authority (MTA) Reform and Accountability Act of 1998 and was adopted by a vote of the electorate as Proposition A in November 1998. It is incorporated here as enacted in 1998, except that, for convenience and consistency, its section headings and numbering have been revised to conform to the style of this Code. While the provisions of this ordinance may be cited by the section headings and numbering used herein, the official ordinance remains that enacted by the electorate in 1998. The inclusion of this ordinance in this Code is not a reenactment or an amendment of the original ordinance, and its inclusion in this Code does not in any way amend its provisions or alter its application.)

3-15-010 Title. This Ordinance shall be known and may be cited as the Metropolitan Transportation Authority (MTA) Reform and Accountability Act of 1998 (“Act”).

1 **Ordinance # 08-01**

2 **Traffic Relief and Rail Expansion Ordinance**

3
4 **PREAMBLE**

5 Mobility in Los Angeles County is a necessity and requires an aggressive,
6 responsible and accountable plan to meet the transportation needs of its more than
7 10 million residents.

8
9 **1. RAIL EXPANSION:**

10 Expand the county’s Metro rail system, including direct airport connection

11
12 **2. LOCAL STREET IMPROVEMENTS:**

13 Synchronize signals, fill potholes, repair streets, and make neighborhood streets
14 and intersections safer for drivers, bicyclists, and pedestrians in each community

15
16 **3. TRAFFIC REDUCTION:**

17 Enhance safety and improve flow on L.A. County freeways and highways

18
19 **4. BETTER PUBLIC TRANSPORTATION:**

20 Make public transportation more convenient and affordable - especially for
21 seniors, students, disabled and commuters

22
23 **5. QUALITY OF LIFE:**

24 Provide alternatives to high gas prices, stimulate the local economy, create jobs,
25 reduce pollution and decrease dependency on foreign oil

26
27
28 **SECTION 1. TITLE**

29 This Ordinance shall be known and may be cited as the Traffic Relief and Rail
30 Expansion Ordinance, Imposing a Transactions and Use Tax to be Administered by
31 the State Board of Equalization. The word “Ordinance,” as used herein, shall include
32 Attachment A entitled “Expenditure Plan” which is attached hereto and incorporated
33 by reference as if fully set forth herein.

34
35 **SECTION 2. SUMMARY**

36 This Ordinance provides for the establishment and implementation of a retail
37 transactions and use tax at the rate of one-half of one percent (.5%) for a period of
38 thirty (30) years and an expenditure plan.

39
40 **SECTION 3. DEFINITIONS**

1 The following words, whenever used in this Ordinance, shall have the meanings as
2 set forth below:

3 "Board of Equalization" means the California State Board of Equalization.

4 "Capital Project" means a project or program described in Attachment A as a
5 "Capital Project."

6 "Expenditure Plan" means that expenditure plan for the revenues derived from
7 a Sales Tax imposed pursuant to this Ordinance, and any other identified state and
8 local funding, as required under proposed amended Section 130350.5(f) of the
9 Public Utilities Code.

10 "Gross Sales Tax" means the amount of Sales Tax collected by the Board of
11 Equalization pursuant to this Ordinance.

12 "Interest" means interest and other earnings on cash balances.

13 "Metro" or "MTA" means the Los Angeles County Metropolitan Transportation
14 Authority or any successor entity.

15 "Net Revenues" means Sales Tax Revenues minus any amount expended on
16 administrative costs pursuant to Section 10.

17 "Sales Tax" means a retail transactions and use tax.

18 "Sales Tax Revenues" means the Gross Sales Tax minus any refunds and any
19 fees imposed by the Board of Equalization for the performance of functions incident
20 to the administration and operation of this Ordinance.

21 22 SECTION 4. STATUTORY AUTHORITY

23 This Ordinance is enacted, in part, pursuant to:

24 a. Part 1.6 (commencing with Section 7251) of Division 2 of the California
25 Revenue and Taxation Code;

26 b. Division 12 (commencing with Section 130000) of the California Public
27 Utilities Code;

28 c. Proposed amendments to Section 130350.5 of the California Public
29 Utilities Code adopted during the 2007-2008 legislative session.

30 31 SECTION 5. IMPOSITION OF RETAIL TRANSACTIONS AND USE TAX

32 a. Subject to the limits imposed by this Ordinance, Metro hereby imposes,
33 in the incorporated and unincorporated territory of Los Angeles County, a Sales Tax
34 at the rate of one-half of one percent (.5%) for a period of thirty (30) years beginning

1 on the first day of the first calendar quarter commencing not less than 180 days after
2 the adoption of this Ordinance by the voters.

3 b. This Sales Tax shall be in addition to any other taxes authorized by law,
4 including any existing or future state or local Sales Tax. The imposition,
5 administration and collection of the tax shall be in accordance with all applicable
6 statutes, laws, and rules and regulations prescribed and adopted by the Board of
7 Equalization.

8 c. Pursuant to proposed amended Section 130350.5(d) of the Public
9 Utilities Code, the tax rate authorized by this section shall not be considered for
10 purposes of the combined rate limit established by Section 7251.1 of the Revenue
11 and Taxation Code.

12 d. Pursuant to the provisions of Section 7262.2 of the Revenue and
13 Taxation Code, the required provisions of Sections 7261 and 7262 of that Code as
14 now in effect or as later amended are adopted by reference in this Ordinance.

15 e. This Ordinance incorporates provisions identical to those of the Sales
16 and Use Tax Law of the State of California insofar as those provisions are not
17 inconsistent with the requirements and limitations contained in Part 1.6 of Division 2
18 of the Revenue and Taxation Code.

19 f. The Sales Tax shall be administered and collected by the Board of
20 Equalization in a manner that adapts itself as fully as practicable to, and requires the
21 least possible deviation from, the existing statutory and administrative procedures
22 followed by the Board of Equalization in administering and collecting the California
23 State Sales and Use Taxes.

24 g. This Sales Tax shall be administered in a manner that will be, to the
25 greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of
26 the Revenue and Taxation Code, minimize the cost of collecting the transactions and
27 use taxes, and at the same time, minimize the burden of record keeping upon
28 persons subject to taxation under the provisions of this Ordinance.

29
30 SECTION 6. ADMINISTRATION BY BOARD OF EQUALIZATION

31 a. CONTRACT WITH STATE. Prior to the operative date, Metro shall
32 contract with the Board of Equalization to perform all functions incident to the
33 administration and operation of this Ordinance; provided, that if Metro shall not have
34 contracted with the Board of Equalization prior to the operative date, it shall

1 nevertheless so contract and in such a case the operative date shall be the first day of
2 the first calendar quarter following the execution of such a contract.

3 b. TRANSACTIONS TAX RATE. For the privilege of selling tangible
4 personal property at retail, a tax is hereby imposed upon all retailers in the
5 incorporated and unincorporated territory of Los Angeles County at the rate of one half
6 of one percent (.5%) of the gross receipts of any retailer from the sale of all tangible
7 personal property sold at retail in said territory on and after the operative date of this
8 Ordinance.

9 c. PLACE OF SALE. For the purposes of this Ordinance, all retail sales are
10 consummated at the place of business of the retailer unless the tangible personal
11 property sold is delivered by the retailer or his agent to an out-of-state destination or to
12 a common carrier for delivery to an out-of-state destination. The gross receipts from
13 such sales shall include delivery charges, when such charges are subject to the state
14 sales and use tax, regardless of the place to which delivery is made. In the event a
15 retailer has no permanent place of business in the State or has more than one place of
16 business, the place or places at which the retail sales are consummated shall be
17 determined under rules and regulations to be prescribed and adopted by the Board of
18 Equalization.

19 d. USE TAX RATE. An excise tax is hereby imposed on the storage, use or
20 other consumption in Los Angeles County of tangible personal property purchased
21 from any retailer on and after the operative date of this Ordinance for storage, use or
22 other consumption in Los Angeles County at the rate of one half of one percent (.5%)
23 of the sales price of the property. The sales price shall include delivery charges when
24 such charges are subject to state sales or use tax regardless of the place to which
25 delivery is made.

26 e. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise
27 provided in this Ordinance and except insofar as they are inconsistent with the
28 provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the
29 provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and
30 Taxation Code are hereby adopted and made a part of this Ordinance as though fully
31 set forth herein.

32 f. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF
33 USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and
34 Taxation Code:

1 1. Wherever the State of California is named or referred to as the
2 taxing agency, the name of Metro shall be substituted therefor. However, the
3 substitution shall not be made when:

4 A. The word "State" is used as a part of the title of the State
5 Controller, State Treasurer, State Board of Control, State Board of Equalization, State
6 Treasury, or the Constitution of the State of California;

7 B. The result of that substitution would require action to be
8 taken by or against Metro or any agency, officer, or employee thereof rather than by or
9 against the Board of Equalization, in performing the functions incident to the
10 administration or operation of this Ordinance.

11 C. In those sections, including, but not necessarily limited to
12 sections referring to the exterior boundaries of the State of California, where the result
13 of the substitution would be to:

14 i. Provide an exemption from this Sales Tax with
15 respect to certain sales, storage, use or other consumption of tangible personal
16 property which would not otherwise be exempt from this Sales Tax while such sales,
17 storage, use or other consumption remain subject to tax by the State under the
18 provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

19 ii. Impose this Sales Tax with respect to certain sales,
20 storage, use or other consumption of tangible personal property which would not be
21 subject to this Sales Tax by the state under the said provision of that code.

22 D. In Sections 6701, 6702 (except in the last sentence
23 thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

24 2. The phrase "Los Angeles County Metropolitan Transportation
25 Authority or any successor entity" shall be substituted for the word "State" in the
26 phrase "retailer engaged in business in this State" in Section 6203 and in the definition
27 of that phrase in Section 6203 of the Revenue and Taxation Code.

28 g. PERMIT NOT REQUIRED. If a seller's permit has been issued to a
29 retailer under Section 6067 of the Revenue and Taxation Code, an additional
30 transactor's permit shall not be required by this Ordinance.

31 h. EXEMPTIONS AND EXCLUSIONS.

32 1. There shall be excluded from the measure of the transactions tax
33 and the use tax the amount of any sales tax or use tax imposed by the State of
34 California or by any city, city and county, or county pursuant to the Bradley-Burns

1 Uniform Local Sales and Use Tax Law or the amount of any state-administered
2 transactions or use tax.

3 2. There are exempted from the computation of the amount of
4 transactions tax the gross receipts from:

5 A. Sales of tangible personal property, other than fuel or
6 petroleum products, to operators of aircraft to be used or consumed principally outside
7 the County in which the sale is made and directly and exclusively in the use of such
8 aircraft as common carriers of persons or property under the authority of the laws of
9 this State, the United States, or any foreign government.

10 B. Sales of property to be used outside Los Angeles County
11 which is shipped to a point outside Los Angeles County, pursuant to the contract of
12 sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer
13 to a carrier for shipment to a consignee at such point. For the purposes of this
14 paragraph, delivery to a point outside Los Angeles County shall be satisfied:

15 i. With respect to vehicles (other than commercial
16 vehicles) subject to registration pursuant to Chapter 1 (commencing with Section
17 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section
18 21411 of the Public Utilities Code, and undocumented vessels registered under
19 Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an
20 address outside Los Angeles County and by a declaration under penalty of perjury,
21 signed by the buyer, stating that such address is, in fact, his or her principal place of
22 residence; and

23 ii. With respect to commercial vehicles, by registration
24 to a place of business outside Los Angeles County and declaration under penalty of
25 perjury, signed by the buyer, that the vehicle will be operated from that address.

26 C. The sale of tangible personal property if the seller is
27 obligated to furnish the property for a fixed price pursuant to a contract entered into
28 prior to the operative date of this Ordinance.

29 D. A lease of tangible personal property which is a continuing
30 sale of such property, for any period of time for which the lessor is obligated to lease
31 the property for an amount fixed by the lease prior to the operative date of this
32 Ordinance.

33 E. For the purposes of subparagraphs (C) and (D) of this
34 section, the sale or lease of tangible personal property shall be deemed not to be

1 obligated pursuant to a contract or lease for any period of time for which any party to
2 the contract or lease has the unconditional right to terminate the contract or lease upon
3 notice, whether or not such right is exercised.

4 3. There are exempted from the use tax imposed by this Ordinance,
5 the storage, use or other consumption in Los Angeles County of tangible personal
6 property:

7 A. The gross receipts from the sale of which have been
8 subject to a transactions tax under any state-administered transactions and use tax
9 ordinance.

10 B. Other than fuel or petroleum products purchased by
11 operators of aircraft and used or consumed by such operators directly and exclusively
12 in the use of such aircraft as common carriers of persons or property for hire or
13 compensation under a certificate of public convenience and necessity issued pursuant
14 to the laws of this State, the United States, or any foreign government. This exemption
15 is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue
16 and Taxation Code of the State of California.

17 C. If the purchaser is obligated to purchase the property for a
18 fixed price pursuant to a contract entered into prior to the operative date of this
19 Ordinance.

20 D. If the possession of, or the exercise of any right or power
21 over, the tangible personal property arises under a lease which is a continuing
22 purchase of such property for any period of time for which the lessee is obligated to
23 lease the property for an amount fixed by a lease prior to the operative date of this
24 Ordinance.

25 E. For the purposes of subparagraphs (C) and (D) of this
26 section, storage, use, or other consumption, or possession of, or exercise of any right
27 or power over, tangible personal property shall be deemed not to be obligated
28 pursuant to a contract or lease for any period of time for which any party to the
29 contract or lease has the unconditional right to terminate the contract or lease upon
30 notice, whether or not such right is exercised.

31 F. Except as provided in subparagraph (G), a retailer
32 engaged in business in Los Angeles County shall not be required to collect use tax
33 from the purchaser of tangible personal property, unless the retailer ships or delivers
34 the property into the County or participates within the County in making the sale of the

1 property, including, but not limited to, soliciting or receiving the order, either directly or
2 indirectly, at a place of business of the retailer in County or through any representative,
3 agent, canvasser, solicitor, subsidiary, or person in the County under the authority of
4 the retailer.

5 G. "A retailer engaged in business in Los Angeles County"
6 shall also include any retailer of any of the following: vehicles subject to registration
7 pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle
8 Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code,
9 or undocumented vessels registered under Division 3.5 (commencing with Section
10 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any
11 purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in Los
12 Angeles County.

13 4. Any person subject to use tax under this Ordinance may credit
14 against that tax any transactions tax or reimbursement for transactions tax paid to a
15 district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division
16 2 of the Revenue and Taxation Code with respect to the sale to the person of the
17 property the storage, use or other consumption of which is subject to the use tax.

18 i. AMENDMENTS. All amendments subsequent to the effective date of this
19 Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales
20 and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of
21 the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of
22 Division 2 of the Revenue and Taxation Code, shall automatically become a part of
23 this Ordinance, provided however, that no such amendment shall operate so as to
24 affect the rate of tax imposed by this Ordinance.

25 j. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of
26 mandate or other legal or equitable process shall issue in any suit, action or
27 proceeding in any court against the State or Metro, or against any officer of the State
28 or Metro, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of
29 Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax
30 required to be collected.

31 SECTION 7. USE OF REVENUES

32 a. All of the Net Revenues generated from the Sales Tax plus any Interest
33 or other earnings thereon, less any funds necessary for satisfaction of debt service
34

1 and related requirements of all bonds issued pursuant to this Ordinance that are not
2 satisfied out of separate allocations, shall be allocated solely for the transportation
3 purposes described in this Ordinance.

4 b. Metro shall establish and administer a sales tax revenue fund with
5 appropriate subfunds to account for the allocation categories defined in this
6 Ordinance. All Net Revenues and Interest on Sales Tax Revenues shall be credited
7 into the sales tax revenue fund and credited to the appropriate subfunds pursuant to
8 the allocation ratios described on page 1 of Attachment A. The moneys in the sales
9 tax revenue fund shall be available to Metro to meet expenditure and cashflow needs
10 of the projects and programs described in Attachment A. Metro may expend
11 additional funds from sources other than the Sales Tax imposed pursuant to this
12 Ordinance on the projects and programs described in Attachment A. Funds shall be
13 available for projects and programs described in Attachment A beginning in the fiscal
14 years identified in Attachment A as "Funds Available Beginning."

15 c. Metro shall establish the following subfunds of the sales tax revenue
16 fund:

- 17 1. Transit Capital Subfund
- 18 2. Highway Capital Subfund
- 19 3. Operations Subfund
- 20 4. Local Return Subfund

21 d. Funds in the Transit Capital Subfund shall be allocated to Capital
22 Projects identified in Attachment A as "Transit Projects."

23 1. For those Capital Projects identified in Attachment A as "Transit
24 Projects" and identified as "Escalated \$," Metro shall expend no less than the amount
25 of Net Revenues identified in Attachment A as "New Sales Tax – Total" for each
26 Capital Project so identified.

27 2. For those Capital Projects identified in Attachment A as "Transit
28 Projects" and identified as "Current 2008 \$," Metro shall expend no less than an
29 amount of Net Revenues equal to the value of the amount identified in Attachment A
30 as "New Sales Tax – Total" for each Capital Project so identified. The amount of Net
31 Revenues equal to the value of the amount identified in Attachment A as "New Sales
32 Tax – Total" shall be determined by adjusting the amount identified as follows, at the
33 discretion of Metro:

1 A. Up to four percent (4%) annually for the fiscal years 2010
2 through 2014; and

3 B. Up to three percent (3%) annually for the fiscal year 2015
4 and all fiscal years thereafter.

5 3. Metro shall allocate no less than the amount of Net Revenues
6 identified in Attachment A as “New Sales Tax – Total” for the project identified in
7 Attachment A as “Capital Project Contingency (Transit).” Funds allocated to “Capital
8 Project Contingency (Transit)” shall be expended as needed to provide additional
9 funding for Capital Projects identified in Attachment A as “Transit Projects.” Metro
10 may expend such funds for debt service, excluding payments for principal, to offset
11 the costs of inflation, or for any other purpose. Metro shall not expend an amount of
12 Net Revenues from Capital Project Contingency (Transit) that is greater than the
13 amount permitted in paragraph (d)(2) for any Capital Project.

14 4. In the event that a Capital Project identified in Attachment A as a
15 “Transit Project” is completed without the expenditure of the amount of Net
16 Revenues allocated by this Ordinance, any surplus Net Revenues allocated to that
17 Capital Project shall be credited to the Transit Capital Subfund and expended for
18 Capital Projects located within the same subregion as the project so completed. The
19 Board of Directors of Metro shall determine by a two-thirds vote whether a Capital
20 Project is complete.

21 e. Funds in the Highway Capital Subfund shall be allocated to Capital
22 Projects identified in Attachment A as “Highway Projects.”

23 1. For those Capital Projects identified in Attachment A as
24 “Highway Projects” and identified as “Escalated \$,” Metro shall expend no less than
25 the amount of Net Revenues identified in Attachment A as “New Sales Tax – Total”
26 for each Capital Project so identified.

27 2. For those Capital Projects identified in Attachment A as
28 “Highway Projects” and identified as “Current 2008 \$,” Metro shall expend no less
29 than an amount of Net Revenues equal to the value of the amount identified in
30 Attachment A as “New Sales Tax – Total” for each Capital Project so identified. The
31 amount of Net Revenues equal to the value of the amount identified in Attachment A
32 as “New Sales Tax – Total” shall be determined by adjusting the amount identified as
33 follows, at the discretion of Metro:

1 A. Up to four percent (4%) annually for the fiscal years 2010
2 through 2014; and

3 B. Up to three percent (3%) annually for the fiscal year 2015
4 and all fiscal years thereafter.

5 3. Metro shall allocate no less than the amount of Net Revenues
6 identified in Attachment A as “New Sales Tax – Total” for the project identified in
7 Attachment A as “Capital Project Contingency (Highway).” Funds allocated to
8 “Capital Project Contingency (Highway)” shall be expended as needed to provide
9 additional funding for Capital Projects identified in Attachment A as “Highway
10 Projects.” Metro may expend such funds for debt service, excluding payments for
11 principal, to offset the costs of inflation, or for any other purpose. Metro shall not
12 expend an amount of Net Revenues from Capital Project Contingency (Highway) that
13 is greater than the amount permitted in paragraph (e)(2) for any Capital Project.

14 4. In the event that a Capital Project identified in Attachment A as a
15 “Highway Project” is completed without the expenditure of the amount of Net
16 Revenues allocated by this Ordinance, any surplus Net Revenues allocated to that
17 Capital Project shall be credited to the Highway Capital Subfund and expended for
18 Capital Projects located within the same subregion as the project so completed. The
19 Board of Directors of Metro shall determine by a two-thirds vote whether a Capital
20 Project is complete.

21 f. Funds in the Operations Subfund shall be allocated to the projects and
22 programs described in Attachment A as “Operations.” Metro shall expend the
23 percentage of Net Revenues identified in Attachment A as “Percent of New Sales
24 Tax” for each project and program described in Attachment A as “Operations.”

25 g. Funds in the Local Return Subfund shall be allocated to the projects
26 and programs described in Attachment A as “Local Return.” Metro shall expend the
27 percentage of Net Revenues identified in Attachment A as “Percent of New Sales
28 Tax” for each project and program described in Attachment A as “Local Return.”

29 1. No Net Revenues distributed to a local jurisdiction pursuant to
30 Paragraph (g) shall be used for other than transportation purposes. Any jurisdiction
31 that violates this provision must fully reimburse Metro, including Interest thereon, for
32 the Net Revenues misspent and shall be deemed ineligible to receive Net Revenues
33 for a period of three (3) years.

1 follows: one member shall be appointed by the Los Angeles County Board of
2 Supervisors; one member shall be appointed by the Mayor of the City of Los
3 Angeles; and one member shall be appointed by the Los Angeles County City
4 Selection Committee. The members of the Committee must reside in Los Angeles
5 County. No person currently serving as an elected or appointed city, county, special
6 district, state, or federal public officeholder shall be eligible to serve as a member of
7 the Committee.

8 d. The Committee shall select and consult with an advisory panel when
9 performing its responsibilities required under this Ordinance. The advisory panel
10 shall consist of at least one representative, and not more than two, of the following
11 professions or areas of expertise:

- 12 1. Construction trade labor union representative
- 13 2. Environmental engineer or environmental scientist
- 14 3. Road or rail construction firm project manager
- 15 4. Public and private finance expert
- 16 5. Regional association of businesses representative
- 17 6. Transit system user

18 e. All meetings of the Committee shall be held within Los Angeles County.
19 All meetings of the Committee shall be held in compliance with the provisions of the
20 Ralph M. Brown Act (Section 54950 et seq. of the California Government Code).

21 f. Each member of the Committee shall serve for a term of two years, and
22 until a successor is appointed. No member of the Committee shall be entitled to any
23 compensation, except that Metro may reimburse actual expenses of members
24 arising out of the performance of their duties as Committee members.

25 g. Members of the advisory panel may be replaced by the Committee at
26 any time by a majority vote of the Committee. No member of the advisory panel
27 shall be entitled to any compensation, except that Metro may reimburse actual
28 expenses of members arising out of the performance of their duties as advisory
29 panel members.

30 h. Metro may adopt further guidelines to govern the operations of the
31 Committee.

32 i. The Committee shall have the following responsibilities:

- 33 1. Review the results of the audit performed pursuant to Section
34 8(a) of this Ordinance and make findings as to whether Metro has complied with the

1 terms of the Ordinance. Such findings shall include a determination as to whether
2 recipients of Net Revenues allocated to the Local Return Subfund have complied
3 with this Ordinance and any additional guidelines developed by Metro pursuant to
4 Section 9(b).

5 2. Prepare an annual report to the Metro Board of Directors
6 presenting the results of the annual audit process and any findings made. The report
7 shall include an assessment of the consistency of the expenditures of Sales Tax
8 Revenues with this Ordinance, including Attachment A. The Committee shall cause
9 a summary of the report to be published in local newspapers and the entire report
10 and annual audit to be made available to every library located within Los Angeles
11 County for public review. The Committee shall hold a public hearing on each audit
12 and annual report and shall report the comments of the public to Metro.

13 3. Review any proposed amendments to this Ordinance, including
14 the expenditure plan, and make a finding as to whether the proposed amendments
15 further the purpose of this Ordinance. Metro shall make any proposed amendments
16 available to the Committee at least 30 days prior to any vote to adopt the proposed
17 amendments.

18 4. Review all proposed debt financing and make a finding as to
19 whether the benefits of the proposed financing for accelerating project delivery,
20 avoiding future cost escalation, and related factors exceed issuance and interest
21 costs.

22 5. Any findings made by the Committee shall be submitted to the
23 Metro Board of Directors in advance of the next regular Board meeting
24

25 SECTION 9. MAINTENANCE OF EFFORT REQUIREMENTS

26 a. It is the intent of the Legislature, as stated in Public Utilities Code
27 proposed amended Section 130350.5(e), and Metro, that revenues provided from
28 this Ordinance to local jurisdictions in Los Angeles County under the projects and
29 programs described in Attachment A as "Local Return" be used to augment, not
30 supplant, existing local revenues being used for transportation purposes.

31 b. Metro shall develop guidelines which, at a minimum, specify
32 maintenance of effort requirements for the local return program, matching funds, and
33 administrative requirements for the recipients of revenue derived from the Sales Tax.
34

1 SECTION 10. COSTS OF ADMINISTRATION

2 Gross Sales Tax revenues may be appropriated by Metro for administrative
3 costs, including contractual services; however in no case shall the Gross Sales Tax
4 revenues appropriated for such costs exceed more than one and one-half percent
5 (1.5%) of the Gross Sales Tax revenues in any year.

6
7 SECTION 11. AMENDMENTS

8 a. Metro may amend this Ordinance, including Attachment A, with the
9 exception of Section 11, for any purpose, including as necessary to account for the
10 results of any environmental review required under the California Environmental
11 Quality Act of the individual specific projects listed in Attachment A. Any such
12 amendments shall be approved by a vote of not less than two-thirds (2/3) of the
13 Metro Board of Directors. Metro shall hold a public meeting on proposed
14 amendments prior to adoption. Metro shall provide notice to the Los Angeles County
15 Board of Supervisors, the city council of each city in Los Angeles County, and the
16 public of the public meeting and proposed amendments, and provide them with a
17 copy of the proposed amendments, at least 30 days prior to the public meeting.
18 Amendments shall become effective forty-five days after adoption.

19 b. Notwithstanding Section 11(a) of this Ordinance, Metro shall not adopt
20 any amendment to this Ordinance, including Attachment A, that reduces total Net
21 Revenues allocated to the sum of the Transit Capital Subfund and the Highway
22 Capital Subfund. Not more than once in any ten (10) year period commencing after
23 the year 2019, Metro may adopt an amendment transferring Net Revenues between
24 the Transit Capital Subfund and the Highway Capital Subfund.

25 c. Notwithstanding Section 11(a) of this Ordinance, Metro shall not adopt
26 any amendment to this Ordinance, including Attachment A, that reduces Net
27 Revenues allocated to the Operations Subfund or the Local Return Subfund.

28 d. Metro may amend Section 11 of this Ordinance if such amendments are
29 approved by a vote of not less than two-thirds (2/3) of the Metro Board of Directors
30 and are approved by a simple majority vote of the electors voting on a measure to
31 approve the amendment. Metro shall hold a public meeting on proposed
32 amendments prior to adoption by the Board. Metro shall provide notice to the Los
33 Angeles County Board of Supervisors, the city council of each city in Los Angeles
34 County, and the public of the public meeting and proposed amendments, and

1 provide them with a copy of the proposed amendments, at least 30 days prior to the
2 public meeting. Amendments shall become effective forty-five days after adoption by
3 the electors.

4
5 SECTION 12. ESTABLISHMENT OF BONDING AUTHORITY

6 Metro is authorized to issue limited tax bonds, from time to time, payable from
7 and secured by Sales Tax Revenues to finance any program or project in the
8 Expenditure Plan, pursuant to Sections 130500 et seq. of the Public Utilities Code, and
9 any successor act. As additional security, such bonds may be further payable from
10 and secured by farebox revenues or general revenues of Metro, on a basis
11 subordinate to Metro's existing General Revenue Bonds, or any other available source
12 of Metro's revenues, in each case as specified in a resolution adopted by a majority of
13 Metro's Board of Directors. The maximum bonded indebtedness, including issuance
14 costs, interest, reserve requirements and bond insurance, shall not exceed the total
15 amount of the Gross Sales Tax. Nothing herein shall limit or restrict in any way the
16 power and authority of Metro to issue bonds, notes or other obligations, to enter into
17 loan agreements, leases, reimbursement agreements, standby bond purchase
18 agreements, interest rate swap agreements or other derivative contracts or to engage
19 in any other transaction under the Government Code, the Public Utilities Code or any
20 other law.

21
22 SECTION 13. APPROPRIATIONS LIMIT

23 Article XIIB of the California Constitution requires certain governmental entities
24 to establish an annual appropriations limit. This appropriations limit is subject to
25 adjustment as provided by law. To the extent required by law, Metro shall establish an
26 annual appropriations limit and expenditures of the retail transactions and use tax shall
27 be subject to such limit.

28
29 SECTION 14. ELECTION

30 Pursuant to California Public Utilities Code Section 130350, Metro hereby calls
31 a special election to place this Ordinance before the voters. The ballot language
32 shall read as follows:

33
34 **Traffic Relief. Rail Extensions. Reduce Foreign Oil Dependence.**

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To:

- Synchronize traffic signals;
- Repair potholes;
- Extend light rail with airport connections;
- Improve freeway traffic flow (5, 10, 14, 60, 101, 110, 138, 210, 405, 605, 710);
- Keep senior / student / disabled fares low;
- Provide clean-fuel buses;
- Expand subway / Metrolink / bus service;
- Dedicate millions for community traffic relief;

Shall Los Angeles County’s sales tax increase one-half cent for 30 years with independent audits, public review of expenditures, all locally controlled?

SECTION 15. STATUTORY REFERENCES

References in this Ordinance to proposed amendments to Section 130350.5 of the Public Utilities Code are to Section 130350.5 as amended or added by Assembly Bill 2321 of the 2007-2008 legislative session.

SECTION 16. EFFECTIVE AND OPERATIVE DATES

a. This Ordinance shall be effective on January 2, 2009, if:

1. Two-thirds (2/3) of the electors voting on the measure

authorizing the imposition of the Sales Tax vote to authorize its enactment at the statewide general election scheduled for November 4, 2008; and

2. A California state statute that provides for all of the following is adopted by the California Legislature and becomes effective prior to January 2, 2009:

A. Requires Metro to include in Attachment A the following projects, programs, and funding levels;

i. Exposition Boulevard Light Rail Transit Project from downtown Los Angeles to Santa Monica. The sum of nine hundred twenty-five million dollars (\$925,000,000).

1 ii. Crenshaw Transit Corridor from Wilshire Boulevard
2 to Los Angeles International Airport along Crenshaw Boulevard. The sum of two
3 hundred thirty-five million five hundred thousand dollars (\$235,500,000).

4 iii. San Fernando Valley North-South Rapidways. The
5 sum of one hundred million five hundred thousand dollars (\$100,500,000).

6 iv. Metro Gold Line (Pasadena to Claremont) Light
7 Rail Transit Extension. The sum of seven hundred thirty-five million dollars
8 (\$735,000,000).

9 v. Metro Regional Connector. The sum of one
10 hundred sixty million dollars (\$160,000,000).

11 vi. Metro Westside Subway Extension. The sum of
12 nine hundred million dollars (\$900,000,000).

13 vii. State Highway Route 5 Carmenita Road
14 Interchange Improvement. The sum of one hundred thirty-eight million dollars
15 (\$138,000,000).

16 viii. State Highway Route 5 Capacity Enhancement
17 (State Highway Route 134 to State Highway Route 170, including access improvement
18 for Empire Avenue). The sum of two hundred seventy-one million five hundred
19 thousand dollars (\$271,500,000).

20 ix. State Highway Route 5 Capacity Enhancement
21 (State Highway Route 605 to the Orange County line, including improvements to the
22 Valley View Interchange). The sum of two hundred sixty-four million eight hundred
23 thousand dollars (\$264,800,000).

24 x. State Highway Route 5/State Highway Route 14
25 Capacity Enhancement. The sum of ninety million eight hundred thousand dollars
26 (\$90,800,000).

27 xi. Capital Project Contingency Fund. The sum of one
28 hundred seventy-three million dollars (\$173,000,000).

29 xii. Alameda Corridor East Grade Separations. The
30 sum of two hundred million dollars (\$200,000,000).

31 xiii. MTA and Municipal Regional Clean Fuel Bus
32 Capital (Facilities and Rolling Stock). The sum of one hundred fifty million dollars
33 (\$150,000,000).

1 xiv. Countywide Soundwall Construction (MTA
2 Regional List and Monterey Park/State Highway Route 60). The sum of two hundred
3 fifty million dollars (\$250,000,000).

4 xv. Local return for major street resurfacing,
5 rehabilitation, and reconstruction. The sum of two hundred fifty million dollars
6 (\$250,000,000).

7 xvi. Metrolink Capital Improvements. The sum of
8 seventy million dollars (\$70,000,000).

9 xvii. Eastside Light Rail Access. The sum of thirty million
10 dollars (\$30,000,000).

11 B. Authorizes Metro to impose an additional one-half of one
12 percent (.5%) Sales Tax in the incorporated and unincorporated areas of Los Angeles
13 County.

14 C. Provides that any tax imposed by Metro pursuant to the
15 authority granted in the statute shall not be considered for the purposes of the
16 combined rate limit established by Section 7251.1 of the Revenue and Taxation Code;
17 and

18 3. No California state statute that requires Metro to provide funding from
19 revenues derived from the Sales Tax imposed pursuant to this Ordinance for any
20 projects or programs other than those listed in this Section or provide a level of funding
21 greater than described in this Section, is adopted by the California Legislature in the
22 2007-2008 legislative session and becomes law.

23 b. The operative date of the Sales Tax imposed by this Ordinance shall be
24 July 1, 2009, which is the first day of the first calendar quarter commencing not less
25 than 180 days after the adoption of this Ordinance by the voters.

27 SECTION 17. SEVERABILITY

28 If any tax or provision of this Ordinance is for any reason held invalid or
29 unenforceable by a court of competent jurisdiction, that holding shall not affect the
30 validity or enforceability of the remaining taxes or provisions, and Metro declares that
31 it would have passed each part of this Ordinance irrespective of the validity of any
32 other part.

1 SECTION 18. TRANSFERRING NET REVENUES BETWEEN SUBFUNDS

2 a. Net Revenues not to exceed \$400,000,000 shall be transferred from
3 the Highway Capital Subfund to the Transit Capital Subfund no later than January
4 2030 for use on eligible Transit Capital Projects within the South Bay subregion. The
5 amount of Net Revenues for the "Interstate 405, I-110, I-105, and SR-91 Ramp and
6 Interchange Improvements (South Bay)" project on line 33 in Attachment A is
7 reduced from \$906,000,000 to \$506,000,000. The "South Bay Transit Investments"
8 project is added to the Transit Capital Projects as shown in Amended Attachment A.

9 b. Any surplus Net Revenues under Section 7(d)(4) may be transferred
10 from the Transit Capital Subfund to the Highway Capital Subfund no later than
11 January 2030 for one or more Highway Projects within the same subregion as the
12 completed Transit Project.

13 c. Any surplus Net Revenues under Section 7(e)(4) may be transferred
14 from the Highway Capital Subfund to the Transit Capital Subfund no later than
15 January 2030 for one or more Transit Projects within the same subregion as the
16 completed Highway Project.

1 **Proposed Ordinance #16-01**

2 **Measure M**

3 **Los Angeles County Traffic Improvement Plan**

4
5 **PREAMBLE**

6 Los Angeles County’s comprehensive plan to improve transportation and ease traffic
7 congestion through the following core goals:

8
9 **Improve freeway traffic flow**; reduce bottlenecks and ease traffic congestion.

10
11 **Expand the rail and rapid transit system**; accelerate rail construction and build new rail lines;
12 enhance local, regional, and express bus service; and improve system connectivity.

13
14 **Repave local streets, repair potholes, synchronize signals**; improve neighborhood streets
15 and intersections, and enhance bike and pedestrian connections.

16
17 **Keep the transit and highway system safe**; earthquake-retrofit bridges, enhance freeway and
18 transit system safety, and keep the transportation system in good working condition.

19
20 **Make public transportation more accessible, convenient, and affordable** for seniors,
21 students, and the disabled and provide better mobility options for our aging population.

22
23 **Embrace technology and innovation**; incorporate modern technology, new advancements,
24 and emerging innovations into the local transportation system.

25
26 **Create jobs, reduce pollution, and generate local economic benefits**; increase personal
27 quality time and overall quality of life.

28
29 **Provide accountability and transparency**; protect and monitor the public’s investments
30 through independent audits and oversight.

31
32
33 **SECTION 1. TITLE**

34 This Ordinance shall be known and may be cited as the “Los Angeles County Traffic
35 Improvement Plan” (“Ordinance”). The Ordinance shall include Attachment A entitled
36 “Expenditure Plan” and Attachment B entitled “Subregional Maps” which are attached hereto
37 and incorporated by reference as if fully set forth herein.

38
39 **SECTION 2. SUMMARY**

40 This Ordinance imposes a retail transactions and use tax at the rate of one-half of one
41 percent (.5%) within Los Angeles County to be operative on the first day of the first calendar
42 quarter commencing not less than 180 days after the adoption of this Ordinance by the voters.
43 The rate of this tax shall increase to one percent (1.0%) on July 1, 2039 immediately upon the

1 expiration of the .5% tax imposed by Ordinance No. 08-01 of the Los Angeles County
2 Metropolitan Transportation Authority (Measure R).

3

4

SECTION 3. DEFINITIONS

5 The following terms, whenever used in this Ordinance, shall have the meanings set forth below:

6 “Active Transportation” means projects that encourage, promote, or facilitate
7 environments that promote walking, bicycling, rolling modes, or transit use.

8 “ADA Paratransit” means paratransit service for the disabled as provided for by the
9 Americans with Disabilities Act (42 U.S.C. § 12101 et seq.).

10 “Board of Equalization” means the California State Board of Equalization.

11 “Capital” means any project or program described in Attachment A that qualifies as a
12 capital improvement expenditure.

13 “Capital Improvement Expenditures” means expenditures for the purpose of acquiring,
14 upgrading, or maintaining transportation physical assets such as property, transportation
15 facilities, rail improvements, highways, or equipment, so long as any such expenditures for
16 maintenance substantially extend the useful life of the project. This also includes any physical
17 improvement and any preliminary studies, design, or surveys relative thereto, including, but
18 not limited to, any property of a permanent nature and equipment needed in connection with
19 such improvements.

20 “Complete Streets” means a comprehensive, integrated transportation network with
21 infrastructure and design that allows safe and convenient travel along and across streets for
22 all users, including pedestrians, users and operators of public transit, bicyclists, persons with
23 disabilities, seniors, children, motorists, users of green modes, and movers of commercial
24 goods.

25 “Expected Opening Date” means the date that a project is expected to be open for use
26 by the public, which is expressed as the first year of a three-year range. With respect to
27 programs, the expected opening date is the last year in which funds are anticipated to be
28 made available for use on the projects that comprise the program.

29 “Expenditure Plan” means that expenditure plan which is attached hereto as
30 Attachment A.

31 “First/Last Mile” means infrastructure, systems, and modes of travel used by transit
32 riders to start or end their transit trips. This includes but is not limited to infrastructure for
33 walking, rolling, and biking (e.g. bike lanes, bike parking, sidewalks, and crosswalks), shared
34 use services (e.g. bike share and car share), facilities for making modal connections (e.g. kiss

1 and ride and bus/rail interface), signage and way-finding, and information and technology that
2 eases travel (e.g. information kiosks and mobile apps).

3 “Green Streets” means urban transportation rights-of-way integrated with storm water
4 treatment techniques that use natural processes and landscaping and quantitatively
5 demonstrate that they capture and treat storm water runoff from their tributary watershed
6 through infiltration or other means and are included within the respective Enhanced
7 Watershed Management Plan.

8 “Gross Sales Tax” means the amount of Sales Tax collected by the Board of
9 Equalization pursuant to this Ordinance.

10 “Groundbreaking Start Date” means the first year of a three-year period by which the
11 applicable project sponsor is expected to award a construction contract enabling the
12 beginning of construction. In alternative project delivery methods, such as design-build and
13 public-private partnership contracts, it means the start of the actual construction phase or
14 phases of the project.

15 “Highway Construction” means a capital only project or program that includes all
16 environmental, design, and construction work in public highway and street rights-of-way. This
17 includes Complete Streets, Green Streets, and active transportation improvements such as
18 bikeways and pedestrian improvements.

19 “Interest” means interest and other earnings on cash balances.

20 “Local Return” means funds returned to the cities within Los Angeles and Los Angeles
21 County, based on population, for eligible transportation-related uses as defined by the Local
22 Return Guidelines to be developed in coordination with such cities and Los Angeles County
23 and adopted by the Metro Board of Directors. Funds will be eligible for communities’
24 transportation needs, including transit, streets and roads, storm drains, Green Streets, Active
25 Transportation Projects, Complete Streets, public transit access to recreational facilities,
26 Transit Oriented Community Investments, and other unmet transit needs.

27 “Measure R” means Ordinance No. 08-01, including the attached expenditure plan, of
28 the Los Angeles County Metropolitan Transportation Authority, as adopted by the Metro Board
29 of Directors on July 24, 2008.

30 “Measure R Projects” means those projects and programs identified in the expenditure
31 plan attached to Ordinance No. 08-01.

32 “Metro” means the Los Angeles County Metropolitan Transportation Authority or any
33 successor entity.

1 "Metro Rail Operations" means service delivery for operating and regular and
2 preventative maintenance for Metro Rail Lines as defined in guidelines adopted by the Metro
3 Board of Directors, as well as Metro State of Good Repair.

4 "Metro State of Good Repair" means the repair, rehabilitation, and replacement
5 required to maintain reliable, safe, effective, and efficient rail transit services.

6 "Multi-Year Subregional Programs" means multiple capital projects defined by
7 guidelines adopted pursuant to Section 7(c).

8 "Net Revenues" means Sales Tax Revenues minus any amount expended on
9 administrative costs pursuant to Section 10.

10 "Regional Rail" means regional commuter rail service within Los Angeles County,
11 including operating, maintenance, expansion, and state of good repair.

12 "Sales Tax" means a retail transactions and use tax.

13 "Sales Tax Revenues" means the Gross Sales Tax minus any refunds and any fees
14 imposed by the Board of Equalization for the performance of functions incident to the
15 administration and operation of this Ordinance.

16 "Schedule of Funds Available" means the anticipated schedule for releasing funds to
17 complete projects included in the Expenditure Plan.

18 "Subregion" means "subregional planning area" as shown by the boundaries in
19 "Subregional Maps" attached hereto as Attachment B.

20 "Transit Construction" means a capital only project or program including
21 environmental, design, and construction work in public transit rights-of-way or in support of the
22 capital needs of the public transit system, such as rolling stock, transit stations, or transit stop
23 improvements. Transit construction can also include first/last mile improvements.

24 "Transit Operations" means countywide transit service operated by Metro and the
25 Included and Eligible Municipal Operators receiving funds allocated through a Board-adopted
26 Formula Allocation Procedure (FAP).

27
28 SECTION 4. STATUTORY AUTHORITY

29 This Ordinance is enacted, in part, pursuant to:

30 a. Part 1.6 (commencing with Section 7251) of Division 2 of the California
31 Revenue and Taxation Code; and

32 b. Division 12 (commencing with Section 130000) of the California Public Utilities
33 Code.

1 SECTION 5. IMPOSITION OF RETAIL TRANSACTIONS AND USE TAX

2 a. Subject to the limits imposed by this Ordinance, Metro hereby imposes, in the
3 incorporated and unincorporated territory of Los Angeles County, a Transactions and Use tax
4 at the rate of one-half of one percent (.5%) beginning on the first day of the first calendar
5 quarter commencing not less than 180 days after the adoption of this Ordinance by the voters.
6 The rate of this tax shall increase to one percent (1.0%) on July 1, 2039 immediately upon the
7 expiration of the .5% tax imposed by Ordinance No. 08-01 of the Los Angeles County
8 Metropolitan Transportation Authority (Measure R).

9 b. This Transactions and Use tax shall be in addition to any other taxes
10 authorized by law, including any existing or future state or local Transactions and Use tax.
11 The imposition, administration, and collection of the tax shall be in accordance with all
12 applicable statutes, laws, and rules and regulations prescribed and adopted by the Board of
13 Equalization.

14 c. Pursuant to Section 130350.7(h) of the Public Utilities Code, the tax rate
15 authorized by this section shall not be considered for purposes of the combined rate limit
16 established by Section 7251.1 of the Revenue and Taxation Code.

17 d. Pursuant to the provisions of Section 7262.2 of the Revenue and Taxation
18 Code, the required provisions of Sections 7261 and 7262 of that Code as now in effect or as
19 later amended are adopted by reference in this Ordinance.

20 e. This Ordinance incorporates provisions identical to those of the Sales and Use
21 Tax Law of the State of California insofar as those provisions are not inconsistent with the
22 requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation
23 Code.

24 f. The Transactions and Use tax shall be administered and collected by the
25 Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the
26 least possible deviation from, the existing statutory and administrative procedures followed by
27 the Board of Equalization in administering and collecting the California State Sales and Use
28 Taxes.

29 g. This Transactions and Use tax shall be administered in a manner that will be,
30 to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the
31 Revenue and Taxation Code, minimizes the cost of collecting the transactions and use taxes,
32 and at the same time, minimizes the burden of record keeping upon persons subject to
33 taxation under the provisions of this Ordinance.

34

1 SECTION 6. ADMINISTRATION BY BOARD OF EQUALIZATION

2 a. CONTRACT WITH STATE. Prior to the operative date, Metro shall contract with
3 the Board of Equalization to perform all functions incident to the administration and operation of
4 this Ordinance; provided, that if Metro shall not have contracted with the Board of Equalization
5 prior to the operative date, it shall nevertheless so contract and in such a case the operative
6 date shall be the first day of the first calendar quarter following the execution of such a contract.

7 b. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal
8 property at retail, a tax is hereby imposed upon all retailers in the incorporated and
9 unincorporated territory of Los Angeles County at the rate of one half of one percent (.5%) of the
10 gross receipts of any retailer from the sale of all tangible personal property sold at retail in said
11 territory on and after the operative date of this Ordinance. The rate of this tax shall increase to
12 one percent (1.0%) of the gross receipts on July 1, 2039 immediately upon the expiration of the
13 .5% tax imposed by Ordinance No. 08-01 of the Los Angeles County Metropolitan
14 Transportation Authority (Measure R).

15 c. PLACE OF SALE. For the purposes of this Ordinance, all retail sales are
16 consummated at the place of business of the retailer unless the tangible personal property sold
17 is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for
18 delivery to an out-of-state destination. The gross receipts from such sales shall include delivery
19 charges, when such charges are subject to the state sales and use tax, regardless of the place
20 to which delivery is made. In the event a retailer has no permanent place of business in the
21 State or has more than one place of business, the place or places at which the retail sales are
22 consummated shall be determined under rules and regulations to be prescribed and adopted by
23 the Board of Equalization.

24 d. USE TAX RATE. An excise tax is hereby imposed on the storage, use, or other
25 consumption in Los Angeles County of tangible personal property purchased from any retailer
26 on and after the operative date of this Ordinance for storage, use, or other consumption in Los
27 Angeles County at the rate of one half of one percent (.5%) of the sales price of the property.
28 The rate of this tax shall increase to one percent (1.0%) of the sales price of the property on
29 July 1, 2039 immediately upon the expiration of the .5% tax imposed by Ordinance No. 08-01 of
30 the Los Angeles County Metropolitan Transportation Authority (Measure R). The sales price
31 shall include delivery charges when such charges are subject to state sales or use tax
32 regardless of the place to which delivery is made.

33 e. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in
34 this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of

1 Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with
2 Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a
3 part of this Ordinance as though fully set forth herein.

4 f. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE
5 TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

6 1. Wherever the State of California is named or referred to as the taxing
7 agency, the name of Metro shall be substituted therefor. However, the substitution shall not be
8 made when:

9 A. The word "State" is used as a part of the title of the State
10 Controller, State Treasurer, Victim Compensation and Government Claims Board, State Board
11 of Equalization, State Treasury, or the Constitution of the State of California;

12 B. The result of that substitution would require action to be taken by
13 or against Metro or any agency, officer, or employee thereof rather than by or against the Board
14 of Equalization, in performing the functions incident to the administration or operation of this
15 Ordinance.

16 C. In those sections, including, but not necessarily limited to sections
17 referring to the exterior boundaries of the State of California, where the result of the substitution
18 would be to:

19 i. Provide an exemption from this Sales Tax with respect to
20 certain sales, storage, use, or other consumption of tangible personal property which would not
21 otherwise be exempt from this Sales Tax while such sales, storage, use, or other consumption
22 remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue
23 and Taxation Code; or

24 ii. Impose this Sales Tax with respect to certain sales,
25 storage, use, or other consumption of tangible personal property that would not be subject to
26 this Sales Tax by the state under the said provision of that code.

27 D. In Sections 6701, 6702 (except in the last sentence thereof),
28 6711, 6715, 6737, 6797, or 6828 of the Revenue and Taxation Code.

29 2. The phrase "Los Angeles County" shall be substituted for the words "this
30 state" in the phrase "retailer engaged in business in this state" in Section 6203 and in the
31 definition of that phrase in Section 6203 of the Revenue and Taxation Code.

32 g. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer
33 under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall
34 not be required by this Ordinance.

1 h. EXEMPTIONS AND EXCLUSIONS.

2 1. There shall be excluded from the measure of the transactions tax and the
3 use tax the amount of any sales tax or use tax imposed by the State of California or by any city,
4 city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law
5 or the amount of any state-administered transactions or use tax.

6 2. There are exempted from the computation of the amount of transactions
7 tax the gross receipts from:

8 A. Sales of tangible personal property, other than fuel or petroleum
9 products, to operators of aircraft to be used or consumed principally outside the County in which
10 the sale is made and directly and exclusively in the use of such aircraft as common carriers of
11 persons or property under the authority of the laws of this State, the United States, or any
12 foreign government.

13 B. Sales of property to be used outside Los Angeles County which is
14 shipped to a point outside Los Angeles County, pursuant to the contract of sale, by delivery to
15 such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a
16 consignee at such point. For the purposes of this paragraph, delivery to a point outside Los
17 Angeles County shall be satisfied:

18 i. With respect to vehicles (other than commercial vehicles)
19 subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of
20 the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code,
21 and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of
22 the Vehicle Code by registration to an address outside Los Angeles County and by a declaration
23 under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her
24 principal place of residence; and

25 ii. With respect to commercial vehicles, by registration to a
26 place of business outside Los Angeles County and declaration under penalty of perjury, signed
27 by the buyer, that the vehicle will be operated from that address.

28 C. The sale of tangible personal property if the seller is obligated to
29 furnish the property for a fixed price pursuant to a contract entered into prior to the operative
30 date of this Ordinance.

31 D. A lease of tangible personal property which is a continuing sale of
32 such property, for any period of time for which the lessor is obligated to lease the property for an
33 amount fixed by the lease prior to the operative date of this Ordinance.

1 E. For the purposes of subparagraphs (C) and (D) of this section, the
2 sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a
3 contract or lease for any period of time for which any party to the contract or lease has the
4 unconditional right to terminate the contract or lease upon notice, whether or not such right is
5 exercised.

6 3. There are exempted from the use tax imposed by this Ordinance, the
7 storage, use, or other consumption in Los Angeles County of tangible personal property:

8 A. The gross receipts from the sale of which have been subject to a
9 transactions tax under any state-administered transactions and use tax ordinance.

10 B. Other than fuel or petroleum products purchased by operators of
11 aircraft and used or consumed by such operators directly and exclusively in the use of such
12 aircraft as common carriers of persons or property for hire or compensation under a certificate
13 of public convenience and necessity issued pursuant to the laws of this State, the United States,
14 or any foreign government. This exemption is in addition to the exemptions provided in
15 Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

16 C. If the purchaser is obligated to purchase the property for a fixed
17 price pursuant to a contract entered into prior to the operative date of this Ordinance.

18 D. If the possession of, or the exercise of any right or power over, the
19 tangible personal property arises under a lease which is a continuing purchase of such property
20 for any period of time for which the lessee is obligated to lease the property for an amount fixed
21 by a lease prior to the operative date of this Ordinance.

22 E. For the purposes of subparagraphs (C) and (D) of this section,
23 storage, use, or other consumption, or possession of, or exercise of any right or power over,
24 tangible personal property shall be deemed not to be obligated pursuant to a contract or lease
25 for any period of time for which any party to the contract or lease has the unconditional right to
26 terminate the contract or lease upon notice, whether or not such right is exercised.

27 F. Except as provided in subparagraph (G), a retailer engaged in
28 business in Los Angeles County shall not be required to collect use tax from the purchaser of
29 tangible personal property, unless the retailer ships or delivers the property into the County or
30 participates within the County in making the sale of the property, including, but not limited to,
31 soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer
32 in County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the
33 County under the authority of the retailer.

1 G. "A retailer engaged in business in Los Angeles County" shall also
2 include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1
3 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in
4 compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered
5 under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be
6 required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or
7 aircraft at an address in Los Angeles County.

8 4. Any person subject to use tax under this Ordinance may credit against
9 that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or
10 retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and
11 Taxation Code with respect to the sale to the person of the property the storage, use, or other
12 consumption of which is subject to the use tax.

13 i. AMENDMENTS. All amendments subsequent to the effective date of this
14 Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use
15 taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and
16 Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and
17 Taxation Code, shall automatically become a part of this Ordinance, provided however, that no
18 such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

19 j. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or
20 other legal or equitable process shall issue in any suit, action, or proceeding in any court
21 against the State or Metro, or against any officer of the State or Metro, to prevent or enjoin the
22 collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code,
23 of any tax or any amount of tax required to be collected.

24 SECTION 7. USE OF REVENUES

25 a. All Net Revenues generated from the Sales Tax imposed pursuant to this
26 Ordinance plus any Interest, less any funds necessary for satisfaction of debt service and
27 related requirements of all bonds issued and obligations incurred pursuant to this Ordinance
28 that are not satisfied out of separate allocations, shall be allocated solely for the transportation
29 purposes described in this Ordinance.

30 b. Metro shall establish and administer a sales tax revenue fund and such
31 subfunds as established in this Ordinance. All Net Revenues and Interest on Sales Tax
32 Revenues shall be credited into the sales tax revenue fund and credited to the appropriate
33 subfunds and programs in accordance with the percentages in the column entitled "% of Sales
34

1 Tax (net of Admin)” on page 1 of Attachment A. All sums in the sales tax revenue fund shall
2 be expended by Metro for the projects and programs described in Attachment A. Metro may
3 expend additional funds from sources other than the Sales Tax imposed pursuant to this
4 Ordinance on the projects and programs described in Attachment A.

5 1. Metro shall establish the following subfunds of the sales tax revenue
6 fund:

7 A. Transit Operating and Maintenance Subfund, for Metro Rail
8 Operations program funds, Transit Operations (Metro and Municipal Providers) program funds,
9 ADA Paratransit for the disabled and Metro discounts for seniors and students program funds.

10 i. Metro Rail Operations program funds are eligible to be
11 used for Metro Rail State of Good Repair.

12 ii. Transit Operations program funds are eligible to be used
13 for Metro State of Good Repair.

14 B. Transit, First/Last Mile (Capital) Subfund, for Transit Construction
15 (including System Connectivity Projects – Airports, Union Station, and Countywide BRT)
16 program funds and Metro State of Good Repair program funds. This subfund shall include a
17 Transit Contingency Subfund.

18 i. Transit Contingency Subfund. All Net Revenues allocated
19 to the Transit, First/Last Mile (Capital) Subfund, except those allocated to Metro State of Good
20 Repair, that are not assigned to a specific project or program coded “T” in the “modal code”
21 column of Attachment A shall be credited to the Transit Contingency Subfund.

22 C. Highway, Active Transportation, Complete Streets (Capital)
23 Subfund, for Highway Construction (including System Connectivity Projects – Ports, Highway
24 Congestion Programs and Goods Movement) program funds and Metro Active Transportation
25 (Bicycle, Pedestrian, Complete Streets) program funds. This subfund shall include a Highway
26 Contingency Subfund.

27 i. Highway Contingency Subfund. All Net Revenues
28 allocated to the Highway, Active Transportation, Complete Streets (Capital) Subfund, except
29 those allocated to Metro Active Transportation Program, that are not assigned to a specific
30 highway capital project or program coded “H” in the “modal code” column of Attachment A shall
31 be credited to the Highway Contingency Subfund.

32 D. Local Return/Regional Rail Subfund, for Local Return program
33 funds and Regional Rail program funds.

34 2. For each project identified in the “Expenditure Plan Major Projects”

1 section of Attachment A, Metro shall expend the amount of Net Revenues specified in the
2 column entitled “Measure M Funding 2015\$” for each project. Such expenditures shall
3 commence in the fiscal year identified in the column “Groundbreaking Start Date,” or in the
4 subsequent two fiscal years, except that expenditures for preconstruction costs may commence
5 sooner.

6 A. Metro may expend funds from the Contingency Subfunds for
7 inflation adjustments for any project identified in the “Expenditure Plan Major Projects” section
8 of Attachment A if less than two-thirds (2/3) of the amount allocated in the “Measure M
9 Funding 2015\$” column has been expended prior to the first day of Fiscal Year 2027. Such
10 expenditures shall be deducted from the Highway Contingency Subfund if the project is coded
11 “H” in the “modal code” column of Attachment A or from the Transit Contingency Subfund if
12 the project is coded “T” in the “modal code” column of Attachment A. Such expenditures shall
13 not exceed the actual amount of inflation since 2015 as determined by an index selected by
14 the Metro Board of Directors.

15 3. For each program identified in the “Multi-Year Subregional Programs”
16 section of Attachment A, Metro shall expend the amount of Net Revenues specified in the
17 column entitled “Measure M Funding 2015\$” for each program. Such expenditures shall
18 commence in the fiscal year identified in the column “Groundbreaking Start Date,” or in the
19 subsequent two fiscal years, except that expenditures for preconstruction costs may
20 commence sooner.

21 A. Metro may expend funds from the Contingency Subfunds for
22 inflation adjustments for any project identified in the “Multi-Year Subregional Programs”
23 section of Attachment A beginning in Fiscal Year 2027. Such expenditures shall be deducted
24 from the Highway Contingency Subfund if the project is coded “H” in the “modal code” column
25 of Attachment A or from the Transit Contingency Subfund if the project is coded “T” in the
26 “modal code” column of Attachment A. Such expenditures shall not exceed the actual amount
27 of inflation since 2015 as determined by an index selected by the Metro Board of Directors.

28 4. Metro shall expend funds allocated to the Contingency Subfunds, to the
29 extent necessary, to service the debt of any bonds issued or other obligations incurred
30 pursuant to Section 12 of this Ordinance.

31 5. Metro may expend funds from the Contingency Subfunds for
32 Expenditure Plan Major Projects or Multi-Year Subregional Programs in any fiscal year in
33 which Net Revenues received are not sufficient to meet Metro’s funding obligations for that
34 year for such projects.

1 6. No earlier than July 1, 2039, the Metro Board of Directors shall increase
2 the percentage of Net Revenues allocated to the Regional Rail program of the Local Return
3 and Regional Rail Subfund from one percent (1%) to two percent (2%) provided that the
4 recipient(s) satisfy certain performance criteria, which shall be adopted by the Metro Board of
5 Directors. Any such increase in Net Revenues allocated to Regional Rail shall be offset by
6 corresponding reductions in Net Revenues allocated to either the Transit, First/Last Mile
7 (Capital) Subfund or Highway, Active Transportation, Complete Streets (Capital) Subfund, or
8 both. No reduction shall delay any projects in Attachment A.

9 7. On July 1, 2039, the percentage of Net Revenues allocated to the Local
10 Return program shall increase by three percent of Net Revenues. The Metro Board of
11 Directors shall make corresponding reductions to either the Transit Construction or Highway
12 Construction programs, or both. No reduction shall delay any projects in Attachment A.

13 c. The Metro Board of Directors shall adopt guidelines regarding Multi-Year
14 Subregional Programs identified in Attachment A. The guidelines shall, at minimum, specify
15 definitions of active transportation, first/last mile, visionary seed project studies, street car and
16 circulator projects, greenway projects, mobility hubs, highway efficiency and operational
17 improvement projects, bus system improvements, highway demand-based programs (such as
18 high occupancy vehicle extensions and connections), transit capital projects, transportation
19 system and mobility improvements, bus rapid transit capital improvements, safe route to
20 schools, multi-modal connectivity projects, arterial street improvements, freeway interchange
21 improvements, goods movement improvements, highway and transit noise mitigations,
22 intelligent transportation systems, transportation technology improvements, streetscape
23 enhancements and Great Streets, public transit state of good repair, and traffic congestion
24 relief improvements.

25 d. Metro may enter into an agreement with the Board of Equalization to transfer
26 Sales Tax Revenues directly to a bond trustee or similar fiduciary, in order to provide for the
27 timely payment of debt service and related obligations, prior to Metro's receipt and deposit of
28 such Sales Tax Revenues into the sales tax revenue fund; provided, however, that such
29 payments of debt service and related obligations shall be allocated to the appropriate subfund
30 consistent with the expenditure of the proceeds of the corresponding debt.

31 e. Metro shall include the projects and programs in Attachment A in the Long
32 Range Transportation Plan within one year of the date the Ordinance takes effect. The revised
33 and updated Long Range Transportation Plan shall also include capital projects and capital
34 programs that are adopted by each subregion that are submitted to Metro for inclusion in the

1 revised and updated Long Range Transportation Plan, if the cost and schedule details are
2 provided by the subregions, in a manner consistent with the requirements of the plan.

3 f. Three percent (3%) of the total project cost of any Expenditure Plan Major
4 Project coded "T" in Attachment A shall be paid by each incorporated city within Los Angeles
5 County, and Los Angeles County for those projects in unincorporated areas, based upon the
6 percent of project total centerline track miles to be constructed within that jurisdiction's borders if
7 one (1) or more stations are to be constructed within the borders of said jurisdiction. An
8 agreement approved by both Metro and the governing board of the jurisdiction shall specify the
9 total project cost determined at the conclusion of thirty percent (30%) completion of final design
10 (which shall not be subject to future cost increases), the amount to be paid, and a schedule of
11 payments. If the total project cost estimate is reduced after the conclusion of thirty percent
12 (30%) completion of final design, the proportionate cost to the jurisdiction shall be reduced
13 accordingly. The jurisdiction may request a betterment for a project. The jurisdiction, however,
14 shall incur the full cost of any such betterment. Such agreements shall be in accordance with
15 guidelines adopted by the Metro Board of Directors.

16 1. If no agreement is entered into and approved prior to the award of
17 any contract authorizing the construction of the project within the borders of the jurisdiction, or if
18 at any time the local jurisdiction is in default of any sums due pursuant to the approved
19 agreement, all funds contained in the Local Return/Regional Rail Subfund allocated to that
20 jurisdiction may, at Metro's sole discretion, be withheld for not longer than fifteen (15) years and
21 used to pay for the project until the three percent (3%) threshold is met.

22 g. Once every ten (10) years, beginning in Fiscal Year 2027, Metro shall conduct
23 a comprehensive assessment of each project and program identified in Attachment A as an
24 "Expenditure Plan Major Project" or "Multi-Year Subregional Program." This assessment shall
25 determine which projects or programs are either completed, or anticipated to be completed
26 during the next ten-year period. The Measure M Independent Taxpayer Oversight Committee
27 of Metro, established pursuant to Section 8, shall review and comment on the assessment.
28 Metro shall also conduct a public review prior to the assessment's approval. Upon approval of
29 this assessment by a two-thirds vote, the Metro Board of Directors may:

30 1. Add "Expenditure Plan Major Projects" and "Multi-Year Subregional
31 Programs" to the Expenditure Plan by a two-thirds (2/3) vote so long as such additions do not
32 delay the Groundbreaking Start Date, Expected Opening Date, or amount of "Measure M
33 Funding 2015\$" of any other "Expenditure Plan Major Project" or "Multi-Year Subregional

1 Program.” No “Expenditure Plan Major Projects” or “Multi-Year Subregional Programs” may
2 be added to the Expenditure Plan except through the decennial process described herein.

3 A. Should an “Expenditure Plan Major Project” or “Multi-Year
4 Subregional Program”, except for those coded “sc” in the “subregion” column of Attachment A,
5 be completed without the expenditure of all Net Revenues allocated to that project or program
6 in Attachment A, the surplus Net Revenues shall be expended on projects or programs in the
7 same subregion as the project or program so completed. The Metro Board of Directors shall
8 determine by a two-thirds (2/3) vote whether a project or program is complete.

9 B. Should an “Expenditure Plan Major Project” or “Multi-Year
10 Subregional Program” coded “sc” in the “subregion” column of Attachment A be completed
11 without the expenditure of all Net Revenues allocated to that project or program in Attachment
12 A, the surplus Net Revenues shall be expended on another “Expenditure Plan Major Project”
13 or “Multi-Year Subregional Program” coded “sc” in the “subregion” column of Attachment A.
14 The Metro Board of Directors shall determine by a two-thirds (2/3) vote whether a project or
15 program is complete.

16 2. Adopt an amendment to transfer Net Revenues between the Transit,
17 First/Last Mile (Capital) Subfund and the Highway, Active Transportation, Complete Streets
18 (Capital) Subfund pursuant to Section 11(c). No such amendment shall be adopted except
19 through the decennial process described herein.

20 3. Adopt an amendment to Attachment B pursuant to Section 11(a). No
21 such amendment shall be adopted except through the decennial process described herein
22 provided, however, the Metro Board of Directors shall not adopt an amendment to Attachment
23 B prior to the comprehensive assessment in Fiscal Year 2047.

24 h. No Net Revenues generated from the Sales Tax shall be expended on the
25 State Route 710 North Gap Closure Project.

26 i. Notwithstanding any other provision of this Ordinance, no recipient of Local
27 Return program funds may expend more than thirty-three and one-third percent (33 $\frac{1}{3}$ %) of
28 total funds received in any fiscal year on Green Streets.

30 SECTION 8. OVERSIGHT

31 a. There is hereby established a Measure M Independent Taxpayer Oversight
32 Committee of Metro (“Committee”) to provide an enhanced level of accountability for
33 expenditures of sales tax revenues made under the Expenditure Plan. The Committee shall

1 meet at least four (4) times each year to carry out the purposes of this Ordinance. The
2 Committee reports directly to the Metro Board of Directors and the public.

3 b. It is the intent that the Committee will assist Metro and take advantage of
4 changing situations in the future with regard to technologies and transportation developments.
5 Therefore, the provisions contained in this Ordinance are based on a 2016 perspective and are
6 not meant to be unduly restrictive on the Committee's and Metro's roles and responsibilities.

7 c. Committee Membership. The Committee Members established for oversight
8 shall carry out the responsibilities laid out in this Ordinance and play a valuable and constructive
9 role in the ongoing improvement and enhancement of this Ordinance.

10 1. As such, the Committee Members shall be comprised of seven (7)
11 voting members representing the following professions or areas of expertise:

12 A. A retired Federal or State judge

13 B. A professional from the field of municipal/public finance and/or
14 budgeting with a minimum of ten (10) years of relevant experience

15 C. A transit professional with a minimum of ten (10) years of
16 experience in senior-level decision making in transit operations and labor practices

17 D. A professional with a minimum of ten (10) years of experience in
18 management and administration of financial policies, performance measurements, and reviews

19 E. A professional with demonstrated experience of ten (10) years or
20 more in the management of large-scale construction projects

21 F. A licensed architect or engineer with appropriate credentials in the
22 field of transportation project design or construction and a minimum of ten (10) years of relevant
23 experience

24 G. A regional association of businesses representative with at least
25 ten (10) years of senior-level decision making experience in the private sector

26 2. The intent is to have one member representing each of the specified
27 areas of expertise. If, however, after a good faith effort, qualified individuals have not been
28 identified for one (1) or more of the areas of expertise, then no more than two (2) members from
29 one (1) or more of the remaining areas of expertise may be selected.

30 3. The members of the Committee must reside in Los Angeles County and
31 be subject to conflict of interest provisions. No person currently serving as an elected or
32 appointed city, county, special district, state, or federal public officeholder shall be eligible to
33 serve as a member of the Committee.

34 d. Conflict of Interest. The Committee members shall be subject to Metro's conflict

1 of interest policies. The members shall have no legal action pending against Metro and are
2 prohibited from acting in any commercial activity directly or indirectly involving Metro, such as
3 being a consultant to Metro or to any party with pending legal actions against Metro during their
4 tenure on this Committee. Committee members shall not have direct commercial interest or
5 employment with any public or private entity, which receives sales tax funds authorized by this
6 Ordinance.

7 e. Committee Membership Selection Panel. The Selection Panel ("Panel") shall
8 select for approval the Oversight Committee Members, who will be responsible for performing
9 the responsibilities under this Ordinance. The Panel will be comprised of three (3) persons,
10 each of whom shall be members of the Metro Board of Directors, or their designee.

11 1. The Panel shall be selected as follows, and will represent the existing
12 leadership of Metro's Board (Chair, Vice Chair, and second Vice Chair):

13 A. One representative from the Los Angeles County Board of
14 Supervisors; and

15 B. One representative selected by the Mayor of the City of Los
16 Angeles; and

17 C. One representative from the Los Angeles County Cities

18 2. The Panel shall screen and recommend potential candidates for
19 Committee Membership. The Panel will develop guidelines to solicit, collect, and review
20 applications of potential candidates for membership on the Committee. The filling of
21 membership vacancies, due to removals and reappointments will follow these same guidelines.

22 3. The recommended candidates for Committee Membership
23 shall be approved by the Metro Board by a simple majority.

24 f. Term. Each member of the Committee shall serve for a term of five (5) years,
25 and until a successor is appointed, except that initial appointments may be staggered with terms
26 of three (3) years. A Committee member may be removed at any time by the appointing
27 authority. Term limits for Committee members will be staggered to prevent significant turnover
28 at any one time. There is no limit as to the number of terms that a Committee member may
29 serve. Members will be compensated through a stipend and they may choose to waive.

30 g. Resignation. Any member may, at any time, resign from the Committee upon
31 written notice delivered to the Metro Board. Acceptance of any public office, the filing of intent
32 to seek public office, including a filing under California Government Code Section 85200, or
33 change of residence to outside the County shall constitute a Member's automatic resignation.

34 h. Committee Responsibilities. The Committee shall, at a minimum, meet on a

1 quarterly basis to carry out its responsibilities and is hereby charged with the following
2 responsibilities:

3 1. *General Responsibilities*

4 A. The Committee will have the responsibility for approving the scope
5 of work and direct the work of the auditors, to include at minimum the above mentioned areas.
6 Selection of the auditors will follow the Board approved procurement and solicitation policies.
7 The Committee will be involved in the solicitation and selection process of the auditors.

8 B. The Committee shall prepare an annual report on the results of the
9 annual audit per Section 8(h)(3)(B), any findings made, and report the comments to the Metro
10 Board of Directors.

11 C. The Committee shall review all proposed debt financing and make
12 a finding as to whether the benefits of the proposed financing for accelerating project delivery,
13 avoiding future cost escalation, and related factors exceed issuance and interest costs.

14 D. The Committee shall review any proposed amendments to the
15 Ordinance, including the Expenditure Plan, and make a finding as to whether the proposed
16 amendments further the purpose of the Ordinance.

17 2. *Quarterly Responsibilities.* The Committee shall at minimum review the
18 following:

19 A. For each Subfund, make findings on the effective and efficient use
20 of funds.

21 B. For Local Return funds, review the programmed revenues and
22 uses for each of the local jurisdictions.

23 C. For Transit and Highway (Capital), review comparison of budget
24 expended to project milestone completion, comparison of contingency spent to project
25 completion, and review of soft costs expended.

26 D. For Active Transportation Program, review programmed revenues
27 and uses.

28 E. For State of Good Repair, review budget and expenses.

29 F. For Transit Operating and Maintenance (which includes Metro Rail
30 Operations, Transit Operations, ADA Paratransit for the disabled/Metro discounts for seniors
31 and students, and Regional Rail), review budget and expenses.

32 3. *Annual Responsibilities*

33 A. The Committee shall review the results of the audit performed

1 and make findings as to whether Metro is in compliance with the terms of the Ordinance. Such
2 findings shall include a determination as to whether recipients of Net Revenues allocated and
3 funds were expended for all the Subfunds (listed in Attachment A) and have complied with this
4 Ordinance and any additional guidelines developed by Metro.

5 B. *Annual Financial and Compliance Audit.* Metro shall contract for
6 an annual audit, to be completed within six (6) months after the end of the fiscal year being
7 audited, for the purpose of determining compliance by Metro with the provisions of this
8 Ordinance relating to the receipt and expenditure of Sales Tax Revenues during such fiscal
9 year. The audit should include a determination as to whether recipients of Net Revenues
10 allocated from these Subfunds have complied with this Ordinance and any additional guidelines
11 developed by Metro for these Subfunds.

12 C. For major corridor projects, included in the Expenditure Plan, the
13 Committee shall review at least once a year:

14 i. Project costs, established LOP budgets, and any
15 significant cost increases and/or major scope changes of the major corridor projects identified in
16 the Expenditure Plan.

17 ii. The funding available and programmed for the projects
18 included in the Expenditure Plan, as well as any funding gaps for each of these projects. The
19 Committee shall provide recommendations on possible improvements and modifications to
20 deliver the Plan.

21 iii. Performance in terms of project delivery, cost controls,
22 schedule adherence, and related activities.

23 4. *Five-Year Responsibilities*

24 A. The Committee shall review the Comprehensive Program
25 Assessment of the Expenditure Plan every five (5) years or every ten (10) years in accordance
26 with Section 7(g) and make findings and/or provide recommendations for improving the
27 program. The results of this assessment will be presented to the Metro Board of Directors.

28 B. *Comprehensive Program Assessment.* Metro shall conduct every
29 five (5) years a comprehensive review of all projects and programs implemented under the Plan
30 to evaluate the performance of the overall program and make recommendations to improve its
31 performance on current practices, best practices, and organizational changes to improve
32 coordination.

33 i. *Accountability to the Public and the Metro Board.* All audit reports, findings, and
34 recommendations will be available and accessible to the public (through various types of media)

1 prior to the public hearing and upon request. Metro will establish a website dedicated to the
2 Oversight of this Measure and include all pertinent Ordinance information for the public. The
3 Committee shall review all audits and hold an annual public hearing to report on the results of
4 the audits.

5
6 SECTION 9. MAINTENANCE OF EFFORT REQUIREMENTS

7 a. It is the intent of Metro that any Sales Tax Revenues provided to local
8 jurisdictions in Los Angeles County under the program described in Attachment A as “Local
9 Return” be used to augment, not supplant, existing local revenues being used for
10 transportation purposes.

11 b. Metro shall develop guidelines that, at a minimum, specify maintenance of
12 effort requirements for the local return program, matching funds, and administrative
13 requirements for the recipients of revenue derived from the Sales Tax.

14
15 SECTION 10. COSTS OF ADMINISTRATION

16 Metro shall establish an Administration/Local Return fund and one and one-half
17 percent (1.5%) of Gross Sales Tax revenues shall be credited into this fund. As funds are
18 received by Metro and credited to this fund, one percent (1%) of Net Revenues shall be
19 immediately transferred to the Local Return/Regional Rail Subfund of the sales tax revenue
20 fund to be used solely for the Local Return program. All other amounts in the
21 Administration/Local Return fund shall be available to Metro for administrative costs, including
22 contractual services.

23
24 SECTION 11. AMENDMENTS

25 a. The Metro Board of Directors may amend this Ordinance, including Attachment
26 A and Attachment B, with the exception of Section 11, for any purpose subject to the
27 limitations contained in Section 7(g), including as necessary to account for the results of any
28 environmental review required under the California Environmental Quality Act or the National
29 Environmental Policy Act and any related federal statute of the projects listed in Attachment A.
30 Any such amendments shall be approved by a vote of not less than two-thirds (2/3) of the
31 Metro Board of Directors. Metro shall hold a public meeting on proposed amendments prior to
32 adoption. Metro shall provide notice of the public meeting to the Los Angeles County Board of
33 Supervisors, the city council of each city in Los Angeles County, and the public, and shall

1 provide them with a copy of the proposed amendments, at least 60 days prior to the public
2 meeting.

3 b. By two-thirds (2/3) vote, the Metro Board of Directors may amend the
4 “Schedule of Funds Available” columns listed in Attachment A to accelerate a project,
5 provided that any such amendments shall not reduce the amount of funds assigned to any
6 other project or program as shown in the “Measure M Funding 2015\$” column of Attachment
7 A or delay the Schedule of Funds Available for any other project or program. Metro shall hold
8 a public meeting on proposed amendments prior to adoption. Metro shall provide notice of the
9 public meeting to the Los Angeles County Board of Supervisors, the city council of each city in
10 Los Angeles County, and the public, and shall provide them with a copy of the proposed
11 amendments, at least 30 days prior to the public meeting.

12 c. The Metro Board of Directors shall not adopt any amendment to this
13 Ordinance, including Attachment A, that reduces total Net Revenues allocated to the sum of
14 the Transit, First/Last Mile (Capital) Subfund and the Highway, Active Transportation,
15 Complete Streets (Capital) Subfund. Not more than once in any ten (10) year period
16 commencing in FY2027, Metro may adopt an amendment transferring Net Revenues between
17 the Transit, First/Last Mile (Capital) Subfund and the Highway, Active Transportation,
18 Complete Streets (Capital) Subfund. This subparagraph shall not apply to adjustments to the
19 Net Revenues allocated to the Transit, First/Last Mile (Capital) Subfund and the Highway,
20 Active Transportation, Complete Streets (Capital) Subfund pursuant to Section 7(b)(6) or
21 Section 7(b)(7). Such adjustments shall not require an amendment to this Ordinance or
22 Attachment A.

23 d. Notwithstanding Section 11(a) of this Ordinance, the Metro Board of Directors
24 shall not adopt any amendment to this Ordinance, including Attachment A, that reduces Net
25 Revenues allocated to the Transit Operating & Maintenance Subfund or the Local
26 Return/Regional Rail Subfund.

27 e. The Metro Board of Directors may amend Section 11 of this Ordinance if such
28 amendments are approved by a vote of not less than two-thirds (2/3) of the Metro Board of
29 Directors and are approved by a majority of the voters voting on a measure to approve the
30 amendment. Metro shall hold a public meeting on proposed amendments prior to adoption.
31 Metro shall provide notice of the public meeting to the Los Angeles County Board of
32 Supervisors, the city council of each city in Los Angeles County, and the public, and shall
33 provide them with a copy of the proposed amendments, at least 60 days prior to the public
34 meeting. Amendments shall become effective immediately upon approval by the voters.

1 SECTION 12. ESTABLISHMENT OF BONDING AUTHORITY

2 a. Metro is authorized to issue limited tax bonds and incur other obligations, from
3 time to time, payable from and secured by all or any portion of the Sales Tax Revenues to
4 finance any program or project in the Expenditure Plan, pursuant to Sections 130500 et seq. of
5 the Public Utilities Code, and any successor act, or pursuant to any other applicable sections of
6 the Public Utilities Code or the Government Code. As additional security, such bonds and other
7 obligations may be further payable from and secured by farebox revenues or general revenues
8 of Metro, on a basis subordinate to Metro's existing General Revenue Bonds, or any other
9 available source of Metro's revenues, in each case as specified in a resolution adopted by a
10 majority of Metro's Board of Directors. The maximum bonded indebtedness, including issuance
11 costs, interest, reserve requirements and bond insurance, shall not exceed the total amount of
12 the Gross Sales Tax. Nothing herein shall limit or restrict in any way the power and authority of
13 Metro to issue bonds, notes or other obligations, to enter into loan agreements, leases,
14 reimbursement agreements, standby bond purchase agreements, interest rate swap
15 agreements or other derivative contracts or to engage in any other transaction under the
16 Government Code, the Public Utilities Code or any other law.

17 b. The Metro Board of Directors shall adopt guidelines regarding the issuance of
18 bonds and the incurrence of other obligations pursuant to this Section 12. The guidelines shall,
19 at a minimum, establish methods for taking into account (a) the expenditure of proceeds of such
20 bonds and other obligations and (b) the payment of debt service and other amounts with respect
21 to such bonds and other obligations, for purposes of meeting the program expenditure
22 requirements of Section 7 hereof.

23
24 SECTION 13. APPROPRIATIONS LIMIT

25 Article XIII B of the California Constitution requires certain governmental entities to
26 establish an annual appropriations limit. This appropriations limit is subject to adjustment as
27 provided by law. To the extent required by law, Metro shall establish an annual appropriations
28 limit and expenditures of the retail transactions and use tax shall be subject to such limit.

29
30 SECTION 14. ELECTION

31 Pursuant to California Public Utilities Code Section 130350.7(d), Metro hereby calls a
32 special election to place this Ordinance before the voters. The ballot language shall read as
33 follows:

1 **Los Angeles County Traffic Improvement Plan.**

2 To improve freeway traffic flow/safety; repair potholes/sidewalks; repave local streets;
3 earthquake retrofit bridges; synchronize signals; keep senior/disabled/student fares
4 affordable; expand rail/subway/bus systems; improve job/school/airport connections; and
5 create jobs; shall voters authorize a Los Angeles County Traffic Improvement Plan
6 through a ½ ¢ sales tax and continue the existing ½ ¢ traffic relief tax until voters decide
7 to end it, with independent audits/oversight and funds controlled locally?

8
9 SECTION 15. EFFECTIVE DATE

10 a. This Ordinance shall be effective on January 1, 2017, if:

11 1. Two-thirds (2/3) of the voters voting on the measure vote to approve
12 this Ordinance at the statewide general election scheduled for November 8, 2016; and

13 2. No California state statute that requires Metro to provide funding from
14 revenues derived from the Sales Tax imposed pursuant to this Ordinance for any project or
15 program other than those in the Expenditure Plan, or provide a level of funding greater than
16 described in the Expenditure Plan, or on a different schedule than described in the Expenditure
17 Plan, is adopted by the California Legislature subsequent to the adoption of this Ordinance by
18 the Metro Board of Directors and becomes law.

19
20 SECTION 16. SEVERABILITY

21 If any tax or provision of this Ordinance is for any reason held invalid or unenforceable
22 by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of
23 the remaining taxes or provisions, and Metro declares that it would have passed each part of
24 this Ordinance irrespective of the validity of any other part.

Los Angeles County Transportation Expenditure Plan
Outline of Expenditure Categories
Fiscal Year (FY) 2018 - 2057, Escalated Dollars
(millions)

ATTACHMENT A

Subfund	Program	% of Sales Tax (net of Admin)	First Year Amount (FY 2018)	FY 2018 - FY 2032 (15 Years)	FY 2033 - FY 2047 (15 Years)	FY 2048 - FY 2057 (10 Years)	FY 2018 - FY 2057 (40 Years)
Transit Operating & Maintenance	Metro Rail Operations ¹	5%	\$ 42	\$ 850	\$ 2,320	\$ 2,810	\$ 5,980
	Transit Operations ² (Metro & Municipal Providers)	20%	\$ 169	\$ 3,400	\$ 9,280	\$ 11,240	\$ 23,920
	ADA Paratransit for the Disabled; Metro Discounts for Seniors and Students	2%	\$ 17	\$ 340	\$ 930	\$ 1,120	\$ 2,390
Transit, First/Last Mile (Capital)	Transit Construction (Includes System Connectivity Projects - Airports, Union Station, and Countywide BRT)	35%	\$ 296	\$ 5,960	\$ 16,230	\$ 19,670	\$ 41,860
	Metro State of Good Repair ⁵	2%	\$ 17	\$ 340	\$ 930	\$ 1,120	\$ 2,390
Highway, Active Transportation, Complete Streets (Capital)	Highway Construction (includes System Connectivity Projects - Ports, Highway Congestion Programs, Goods Movement)	17%	\$ 144	\$ 2,890	\$ 7,880	\$ 9,560	\$ 20,330
	Metro Active Transportation Program (Bicycle, Pedestrian, Complete Streets)	2%	\$ 17	\$ 340	\$ 930	\$ 1,120	\$ 2,390
Local Return / Regional Rail	Local Return - Base ³ (Local Projects and Transit Services)	16%	\$ 136	\$ 2,720	\$ 7,420	\$ 8,990	\$ 19,130
	<i>Local Return / Regional Rail (Beginning FY 2040)</i> ⁴				\$ 690	\$ 2,240	\$ 2,930
	Regional Rail	1%	\$ 8	\$ 170	\$ 460	\$ 560	\$ 1,200
TOTAL PROGRAMS			\$ 847	\$ 17,010	\$ 46,380	\$ 56,190	\$ 119,590
Administration /Local Return	0.5% for Administration	0.5%	\$ 4	\$ 85	\$ 230	\$ 280	\$ 600
	1.0% Local Return ³	1.0%	\$ 8	\$ 170	\$ 460	\$ 560	\$ 1,200
GRAND TOTAL			\$ 860	\$ 17,265	\$ 47,070	\$ 57,030	\$ 121,390

1. Funds are eligible to be used for Metro Rail State of Good Repair.
2. Funds are eligible to be used for Metro State of Good Repair.
3. 1% Administration to supplement Local Return, **increasing the Local Return-Base to 17% of net revenues.**
4. To be funded by Highway/Transit Capital Subfunds in FY 2040 and beyond.
5. The Metro Board of Directors will prioritize the Wardlow Grade Separation project to receive new funding and/or grants and assign this project to be included in Metro's State of Good Repair program.

All totals are rounded; numbers presented in this document may not always add up to the totals provided.
Based on January 2016 revenue projections.

Los Angeles County Transportation Expenditure Plan

(2015 \$ in thousands)

ATTACHMENT A

Groundbreaking Sequence (Exceptions Noted)

For Reference Only	Project (Final Project to be Defined by the Environmental Process)	Notes	Schedule of Funds Available		Subregion*	2016 - 2067 Local, State, Federal, Other Funding 2015\$	Measure M Funding 2015\$	Most Recent Cost Estimate 2015\$**	Modal Code
			Ground- breaking Start Date†	Expected Opening Date (3 year range)					
	Expenditure Plan Major Projects			1 st yr of Range					
1	Airport Metro Connect 96th St. Station/Green Line Ext LAX ®	a,p	FY 2018	CY 2021	sc	\$233,984	\$347,016	\$581,000	T
2	Westside Purple Line Extension Section 3 ®	b	FY 2018	FY 2024	w	\$986,139	\$994,251	\$1,980,390	T
3	High Desert Multi-Purpose Corridor (HDMC)®	q	FY 2019	FY 2021	nc	\$100,000	\$170,000	\$270,000	H
4	I-5 N Cap. Enhancements (SR-14 to Lake Hughes Rd) ®		FY 2019	FY 2023	nc	\$544,080	\$240,000	\$784,080	H
5	Gold Line Foothill Extension to Claremont ®	c	FY 2019	FY 2025	sg	\$78,000	\$1,019,000	\$1,097,000	T
6	Orange Line BRT Improvements	n	FY 2019	FY 2025	sf	\$0	\$286,000	\$286,000	T
7	BRT Connector Orange/Red Line to Gold Line	o	FY 2020	FY 2022	av	\$0	\$240,300	\$240,300	T
8	BRT Connector Orange/Red Line to Gold Line	o	FY 2020	FY 2022	sf	\$0	\$26,700	\$26,700	T
9	East SF Valley Transit Corridor Project ®	d	FY 2021	FY 2027	sf	\$520,500	\$810,500	\$1,331,000	T
10	West Santa Ana Transit Corridor LRT ®	b,d	FY 2022	FY 2028	gc	\$500,000	\$535,000	\$1,035,000	T
11	Crenshaw/LAX Track Enhancement Project	e,p	FY 2022	FY 2026	sc	\$0	\$49,599	\$49,599	T
12	SR-71 Gap from I-10 to Rio Rancho Rd.		FY 2022	FY 2026	sg	\$26,443	\$248,557	\$275,000	H
13	LA River Waterway & System Bikepath		FY 2023	FY 2025	cc	\$0	\$365,000	\$365,000	H
14	Complete LA River Bikepath		FY 2023	FY 2025	sf	\$0	\$60,000	\$60,000	H
15	Sepulveda Pass Transit Corridor (Ph 1) ®	b,f	FY 2024	FY 2026	sf	\$0	\$130,000	\$130,000	H
16	Sepulveda Pass Transit Corridor (Ph 1) ®	b,f	FY 2024	FY 2026	w	\$0	\$130,000	\$130,000	H
17	Vermont Transit Corridor	o	FY 2024	FY 2028	cc	\$400,000	\$25,000	\$425,000	T
18	SR-57/SR-60 Interchange Improvements	d	FY 2025	FY 2031	sg	\$565,000	\$205,000	\$770,000	H
19	Green Line Extension to Crenshaw Blvd in Torrance ®	d,g	FY 2026	FY 2030	sb	\$272,000	\$619,000	\$891,000	T
20	I-710 South Corridor Project (Ph 1) ®	d,h	FY 2026	FY 2032	gc	\$150,000	\$250,000	\$400,000	H
21	I-105 Express Lane from I-405 to I-605	p	FY 2027	FY 2029	sc	\$0	\$175,000	\$175,000	H
22	Sepulveda Pass Transit Corridor (Ph 2) ®	b	FY 2024	FY 2033	sf	\$1,567,000	\$1,270,000	\$2,837,000	T
23	Sepulveda Pass Transit Corridor (Ph 2) ®	b	FY 2024	FY 2033	w	\$1,567,000	\$1,270,000	\$2,837,000	T
24	Gold Line Eastside Extension (One Alignment) ®	d	FY 2029	FY 2035	gc	\$957,000	\$543,000	\$1,500,000	T
25	Gold Line Eastside Extension (One Alignment) ®	d	FY 2029	FY 2035	sg	\$957,000	\$543,000	\$1,500,000	T
26	West Santa Ana Transit Corridor LRT ®	r	FY 2022	FY 2041	cc	\$1,082,500	\$400,000	\$1,482,500	T
27	West Santa Ana Transit Corridor LRT ®	r	FY 2022	FY 2041	gc	\$982,500	\$500,000	\$1,482,500	T
28	I-710 South Corridor Project (Ph 2) ®		FY 2032	FY 2041	gc	\$658,500	\$250,000	\$908,500	H
29	I-5 Corridor Improvements (I-605 to I-710)		FY 2036	FY 2042	gc	\$46,060	\$1,059,000	\$1,105,060	H
30	Crenshaw Northern Extension	i	FY 2041	FY 2047	cc	\$495,000	\$1,185,000	\$1,680,000	T
31	Crenshaw Northern Extension	i	FY 2041	FY 2047	w	\$0	\$560,000	\$560,000	T
32	I-405/I-110 Int. HOV Connect Ramps & Intrchnng Improv ®		FY 2042	FY 2044	sb	\$0	\$250,000	\$250,000	H
33	I-605/I-10 Interchange		FY 2043	FY 2047	sg	\$472,400	\$126,000	\$598,400	H
34	SR 60/I-605 Interchange HOV Direct Connectors		FY 2043	FY 2047	sg	\$360,600	\$130,000	\$490,600	H
35	Lincoln Blvd BRT	l,o	FY 2043	FY 2047	w	\$0	\$102,000	\$102,000	T
36	I-110 Express Lane Ext South to I-405/I-110 Interchange		FY 2044	FY 2046	sb	\$228,500	\$51,500	\$280,000	H
37	I-405 South Bay Curve Improvements		FY 2045	FY 2047	sb	\$250,840	\$150,000	\$400,840	H
38	Green Line Eastern Extension (Norwalk)	p	FY 2046	FY 2052	sc	\$570,000	\$200,000	\$770,000	T
39	SF Valley Transportation Improvements	m	FY 2048	FY 2050	sf	\$0	\$106,800	\$106,800	T
40	Sepulveda Pass Westwood to LAX (Ph 3)	p	FY 2048	FY 2057	sc	\$3,800,000	\$65,000	\$3,865,000	T
41	Orange Line Conversion to Light Rail		FY 2051	FY 2057	sf	\$1,067,000	\$362,000	\$1,429,000	T
42	City of San Fernando Bike Master Plan		FY 2052	FY 2054	sf	\$0	\$5,000	\$5,000	H
43	Historic Downtown Streetcar		FY 2053	FY 2057	cc	\$0	\$200,000	\$200,000	T
44	Gold Line Eastside Ext. Second Alignment	p	FY 2053	FY 2057	sc	\$110,000	\$2,890,000	\$3,000,000	T
45	High Desert Multi-Purpose Corridor - LA County Segment	p	FY 2063	FY 2067	sc	\$32,982	\$1,845,718	\$1,878,700	H
46	Expenditure Plan Major Projects Subtotal					\$19,581,027	\$20,989,941	\$40,570,969	

Footnotes on following page.

** The most recent cost estimate equals the accelerated cost. Prior year expenses included in all project costs.

Los Angeles County Transportation Expenditure Plan

(2015 \$ in thousands)

ATTACHMENT A

Groundbreaking Sequence (Exceptions Noted)

For Reference Only	Project (Final Project to be Defined by the Environmental Process)	Notes	Schedule of Funds Available		Subregion*	2016 - 2067 Local, State, Federal, Other Funding 2015\$	Measure M Funding 2015\$	Most Recent Cost Estimate 2015\$**	Modal Code
			Ground-breaking Start Date †	Expected Opening Date (3 year range)					
			1 st yr of Range						
	Multi-Year Subregional Programs								
47	Metro Active Transport, Transit 1st/Last Mile Program	p	FY 2018	FY 2057	sc	\$0	\$857,500	\$857,500	H
48	Visionary Project Seed Funding	p	FY 2018	FY 2057	sc	\$0	\$20,000	\$20,000	T
49	Street Car and Circulator Projects	k,p	FY 2018	FY 2022	sc	\$0	\$35,000	\$35,000	T
50	Transportation System and Mobility Improve. Program		FY 2018	FY 2032	sb	\$0	\$293,500	\$293,500	H
51	Active Transportation 1st/Last Mile Connections Prog.		FY 2018	FY 2057	w	\$0	\$361,000	\$361,000	H
52	Active Transportation Program		FY 2018	FY 2057	nc	\$0	\$264,000	\$264,000	H
53	Active Transportation Program		FY 2018	FY 2057	gc	\$0	TBD	TBD	H
54	Active Transportation Program (Including Greenway Proj.)		FY 2018	FY 2057	sg	\$0	\$231,000	\$231,000	H
55	Active Transportation, 1st/Last Mile, & Mobility Hubs		FY 2018	FY 2057	cc	\$0	\$215,000	\$215,000	H
56	Active Transportation, Transit, and Tech. Program		FY 2018	FY 2032	lvm	\$0	\$32,000	\$32,000	T
57	Highway Efficiency Program		FY 2018	FY 2032	lvm	\$0	\$133,000	\$133,000	H
58	Bus System Improvement Program		FY 2018	FY 2057	sg	\$0	\$55,000	\$55,000	T
59	First/Last Mile and Complete Streets		FY 2018	FY 2057	sg	\$0	\$198,000	\$198,000	H
60	Highway Demand Based Prog. (HOV Ext. & Connect.)		FY 2018	FY 2057	sg	\$0	\$231,000	\$231,000	H
61	I-605 Corridor "Hot Spot" Interchange Improvements ®		FY 2018	FY 2057	gc	\$240,000	\$1,000,000	\$1,240,000	H
62	Modal Connectivity and Complete Streets Projects		FY 2018	FY 2057	av	\$0	\$202,000	\$202,000	H
63	South Bay Highway Operational Improvements		FY 2018	FY 2057	sb	\$600,000	\$500,000	\$1,100,000	H
64	Transit Program		FY 2018	FY 2057	nc	\$500,000	\$88,000	\$588,000	T
65	Transit Projects		FY 2018	FY 2057	av	\$0	\$257,100	\$257,100	T
66	Transportation System and Mobility Improve. Program		FY 2018	FY 2057	sb	\$0	\$350,000	\$350,000	H
67	North San Fernando Valley Bus Rapid Transit Improvements	p,s	FY 2019	FY 2023	sc	\$0	\$180,000	\$180,000	T
68	Subregional Equity Program	p,s	FY 2018	FY 2057	sc	TBD	TBD	\$1,196,000	T/H
69	Countywide BRT Projects Ph 1 (All Subregions)	l,p	FY 2020	FY 2022	sc	\$0	\$50,000	\$50,000	T
70	Countywide BRT Projects Ph 2 (All Subregions)	l,p	FY 2030	FY 2032	sc	\$0	\$50,000	\$50,000	T
71	Active Transportation Projects		FY 2033	FY 2057	av	\$0	\$136,500	\$136,500	H
72	Los Angeles Safe Routes to School Initiative		FY 2033	FY 2057	cc	\$0	\$250,000	\$250,000	H
73	Multimodal Connectivity Program		FY 2033	FY 2057	nc	\$0	\$239,000	\$239,000	H
74	Countywide BRT Projects Ph 3 (All Subregions)	l,p	FY 2040	FY 2042	sc	\$0	\$50,000	\$50,000	T
75	Arterial Program		FY 2048	FY 2057	nc	\$0	\$726,130	\$726,130	H
76	BRT and 1st/Last Mile Solutions e.g. DASH		FY 2048	FY 2057	cc	\$0	\$250,000	\$250,000	T
77	Freeway Interchange and Operational Improvements		FY 2048	FY 2057	cc	\$0	\$195,000	\$195,000	H
78	Goods Movement (Improvements & RR Xing Elim.)		FY 2048	FY 2057	sg	\$0	\$33,000	\$33,000	T
79	Goods Movement Program		FY 2048	FY 2057	nc	\$0	\$104,000	\$104,000	T
80	Goods Movement Projects		FY 2048	FY 2057	av	\$0	\$81,700	\$81,700	T
81	Highway Efficiency Program		FY 2048	FY 2057	nc	\$0	\$128,870	\$128,870	H
82	Highway Efficiency Program		FY 2048	FY 2057	sg	\$0	\$534,000	\$534,000	H
83	Highway Efficiency, Noise Mitig. and Arterial Projects		FY 2048	FY 2057	av	\$0	\$602,800	\$602,800	H
84	ITS/Technology Program (Advanced Signal Tech.)		FY 2048	FY 2057	sg	\$0	\$66,000	\$66,000	H
85	LA Streetscape Enhance. & Great Streets Program		FY 2048	FY 2057	cc	\$0	\$450,000	\$450,000	H
86	Modal Connectivity Program		FY 2048	FY 2057	lvm	\$0	\$68,000	\$68,000	H
87	Public Transit State of Good Repair Program		FY 2048	FY 2057	cc	\$0	\$402,000	\$402,000	T
88	Traffic Congestion Relief and Improvement Program		FY 2048	FY 2057	lvm	\$0	\$63,000	\$63,000	H
89	Traffic Congestion Relief/Signal Synchronization		FY 2048	FY 2057	cc	\$0	\$50,000	\$50,000	H
90	Arroyo Verdugo Projects to be Determined		FY 2048	FY 2057	av	\$0	\$110,600	\$110,600	H
91	Countywide BRT Projects Ph 4 (All Subregions)	p	FY 2050	FY 2052	sc	\$90,000	\$10,000	\$100,000	T
92	Countywide BRT Projects Ph 5 (All Subregions)	p	FY 2060	FY 2062	sc	\$0	\$100,000	\$100,000	T
93	Multi-Year Subregional Programs Subtotal					\$1,430,000	\$10,253,700	\$12,879,700	
94	GRAND TOTAL					\$21,011,027	\$31,243,641	\$53,450,669	

Footnotes on following page.

** The most recent cost estimate equals the accelerated cost. Prior year expenses included in all project costs.

Footnotes:

- a. Interface station to LAX sponsored Automated People Mover includes an extended Green Line terminus and a consolidated bus interface for 13 Metro and Municipal bus lines. Bicycle, passenger, and other amenities are also included.
- b. Project acceleration based on high performance.
- c. Identified as a priority per the Metro Board Motion in October 2009.
- d. Project funded on LRTP schedule, per Dec. 2015 Board Policy.
- e. Consistent with the Orange Line, no sooner than 15 years after the revenue operation date of the Crenshaw/LAX project, Metro will consider, as transportation system performance conditions warrant, grade separation and/or undergrounding of the Crenshaw/LAX Line (including the Park Mesa Heights section & Inglewood section of the project). These additional track enhancements, when warranted, will be eligible for funding through the decennial comprehensive review process in the Ordinance.
- f. Sepulveda Pass Ph. 1 from Orange Line/Van Nuys to Westwood includes early delivery of highway ExpressLane.
- g. Studies will be completed to evaluate a future Green Line connection to the Blue Line (city of Long Beach).
No capital funds from the Green Line to Torrance Project will be used for the studies.
- h. I-710 South Project assumes an additional \$2.8 billion of alternative revenue sources; not shown here with the cost or revenues for the project. The Shoemaker Bridge "Early Action" project is a priority project for these funds.
- i. Council of Government descriptions vary for the "Crenshaw Northern Extension" project.
- k. Lump sum would be provided in the first 5 years for initial capital costs only. Project sponsors responsible for ongoing operations & maintenance.
- l. Acceleration of Lincoln BRT project eligible as Countywide BRT Program. Any funds freed up from accelerations returns to Countywide BRT Program.
- m. SF Valley Transportation Improvements may include, but are not limited to, Transit Improvements, and I-210 soundwalls in Tujunga, Sunland, Shadow Hills and Lakeview Terrace.
- n. Critical grade separation(s) will be implemented early through Operation Shovel Ready.
- o. Conversion to LRT or HRT after FY 2067 included in expenditure plan based on ridership demand.
- p. Funds for projects identified as "sc" that are not expended are only available for other System Connectivity Capital Projects.
- q. Funding calculated based on estimated right-of-way acquisition costs; but can be repurposed for appropriate project uses, as approved by the MTA Board of Directors.
- r. This project could start as early as FY 2028 and open as early as FY 2037 with Public-Private Partnership delivery methods.
- s. This project will increase system connectivity in the North San Fernando Valley and the Metro Transit System. Environmental plan work shall begin no later than six months after passage of Measure M. To provide equivalent funding to each subregion other than the San Fernando Valley, the subregional equity program will be provided as early as possible to the following subregions in the amounts (in thousands) specified here: AV* \$96,000; W* \$160,000; CC* \$235,000; NC* \$115,000; LVM* \$17,000; GC* \$244,000; SG* \$199,000; and SB* \$130,000.

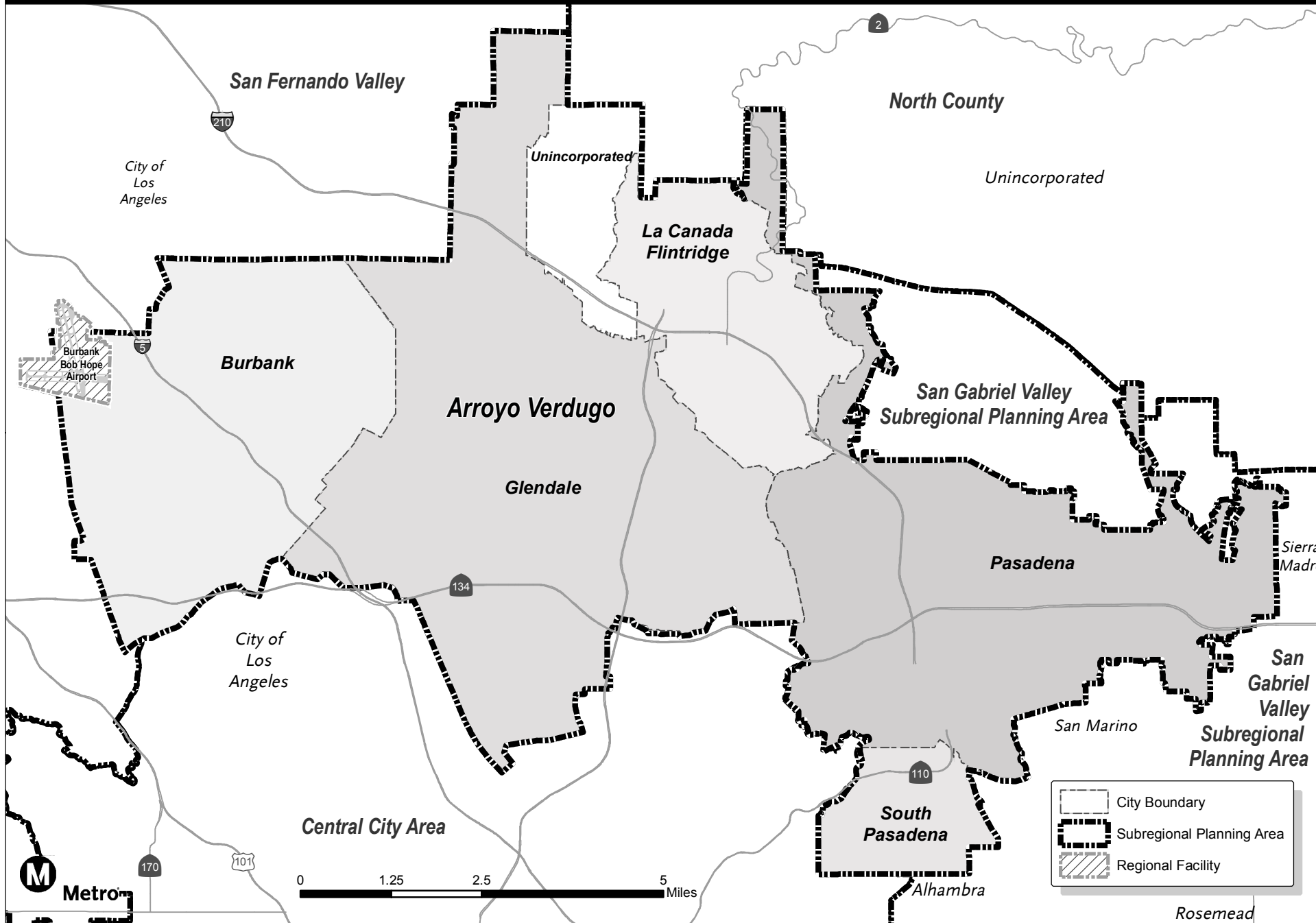
* Subregion Abbreviations:

- | | | |
|--|--------------------------|--|
| sc = System Connectivity Projects (no subregion) | nc = North County | ® Indicates Measure R-related Projects |
| av = Arroyo Verdugo | sb = South Bay | |
| lvm = Las Virgenes Malibu | w = Westside | CY = Calendar Year |
| cc = Central City Area | gc = Gateway Cities | FY = Fiscal Year |
| sg = San Gabriel Valley | sf = San Fernando Valley | YOE = Year of Expenditure |

** The most recent cost estimate equals the accelerated cost. Prior year expenses included in all project costs.

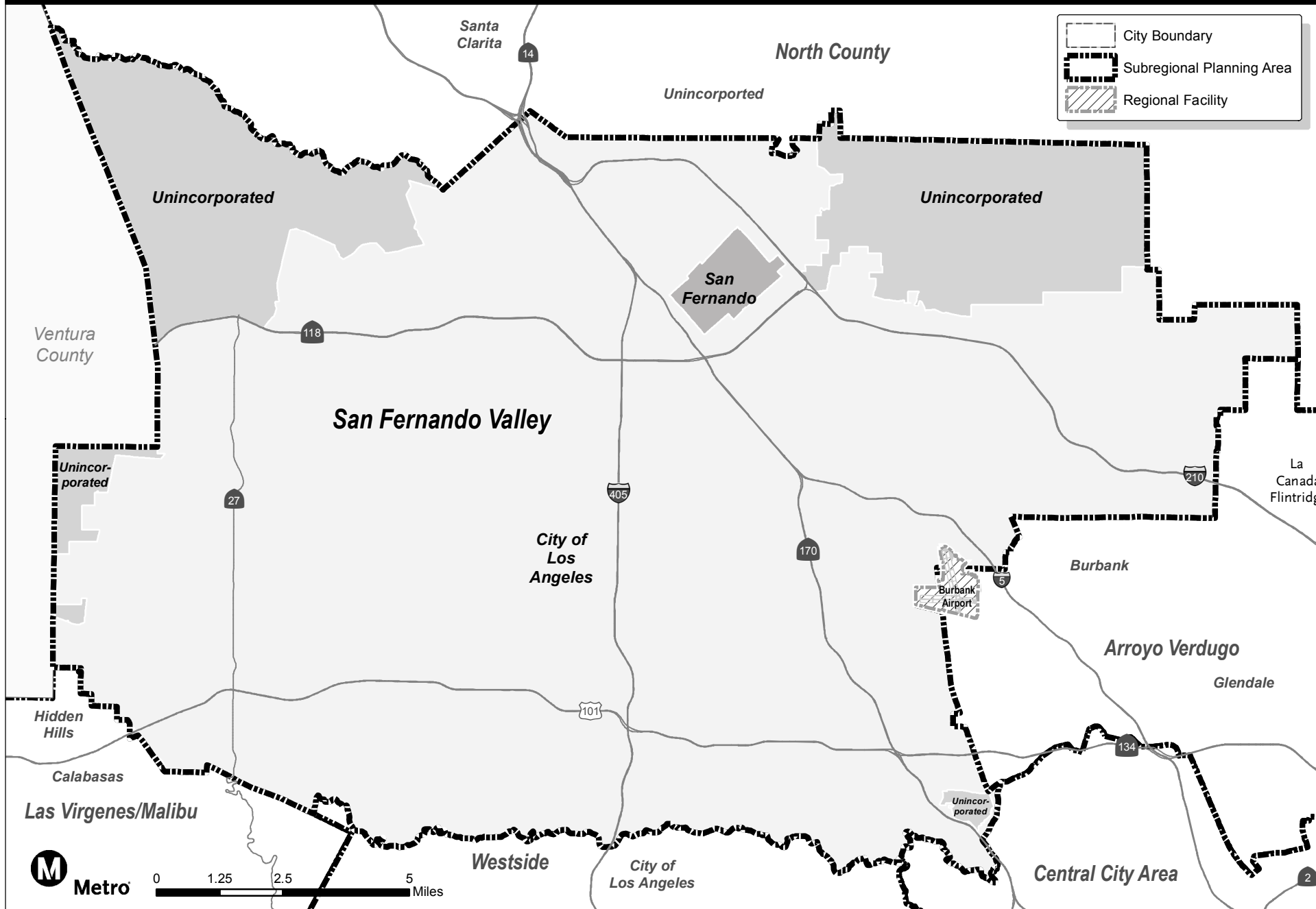
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Arroyo Verdugo Subregional Planning Area



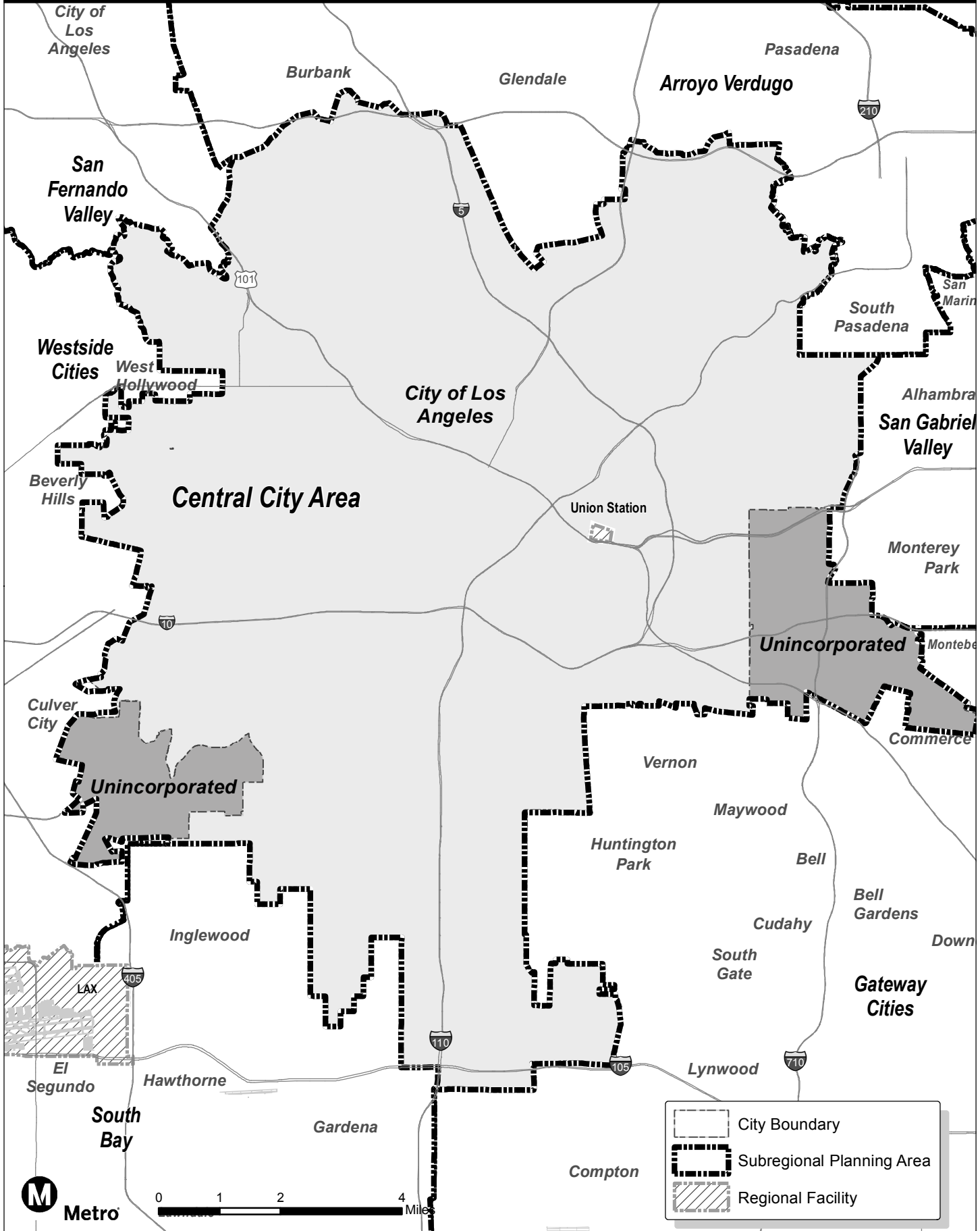
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San Fernando Subregional Planning Area



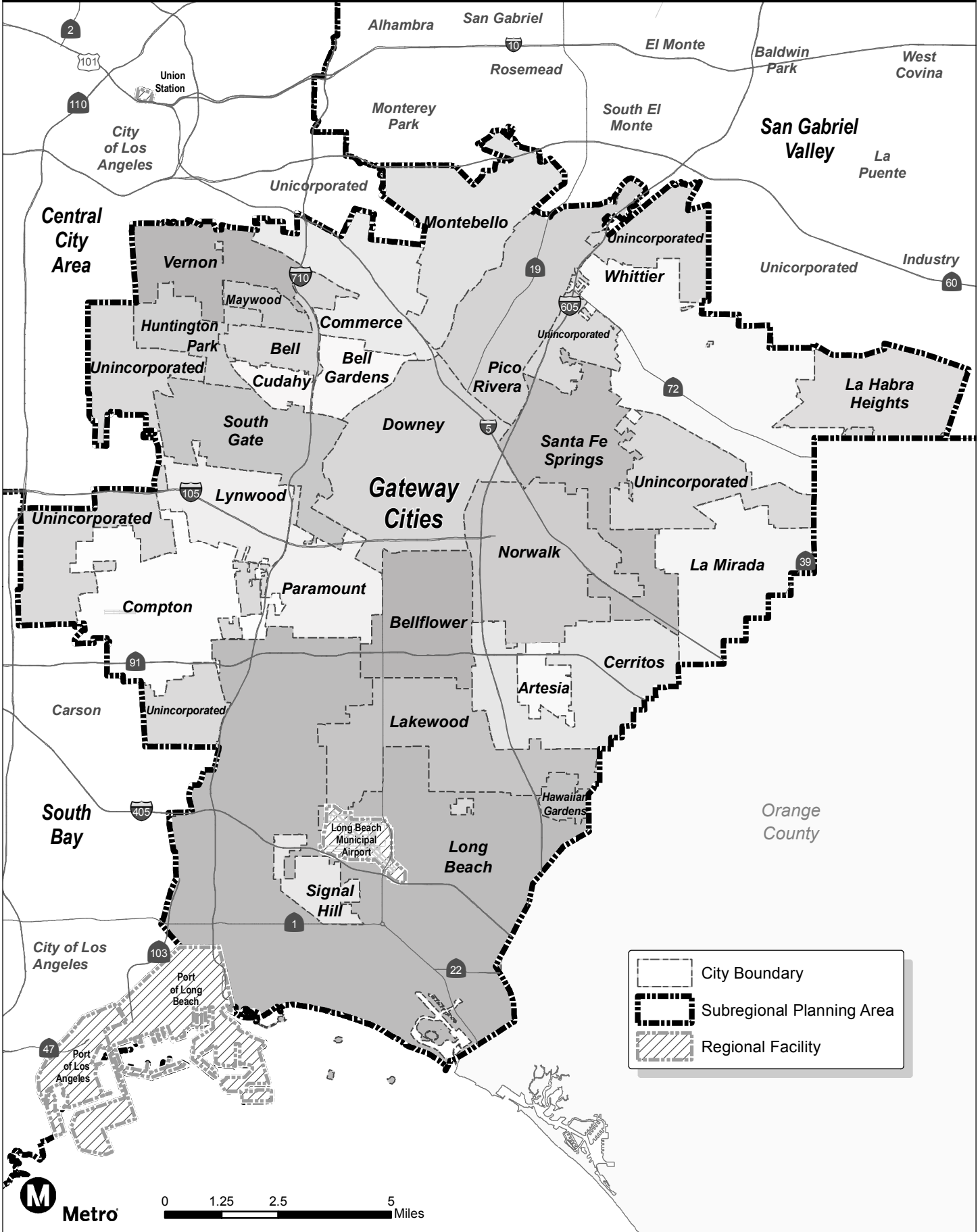
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Central City Area Subregional Planning Area



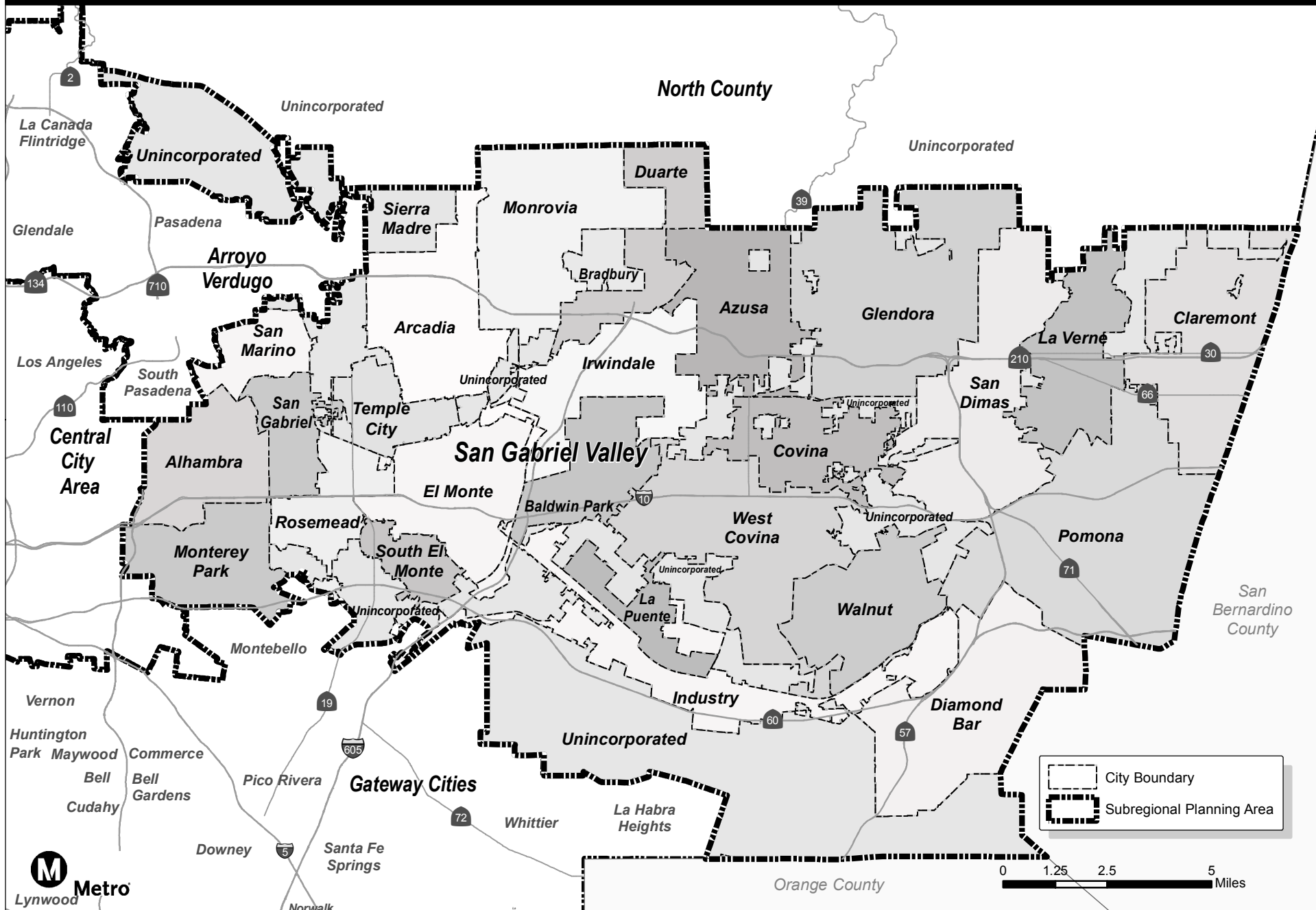
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Gateway Cities Subregional Planning Area



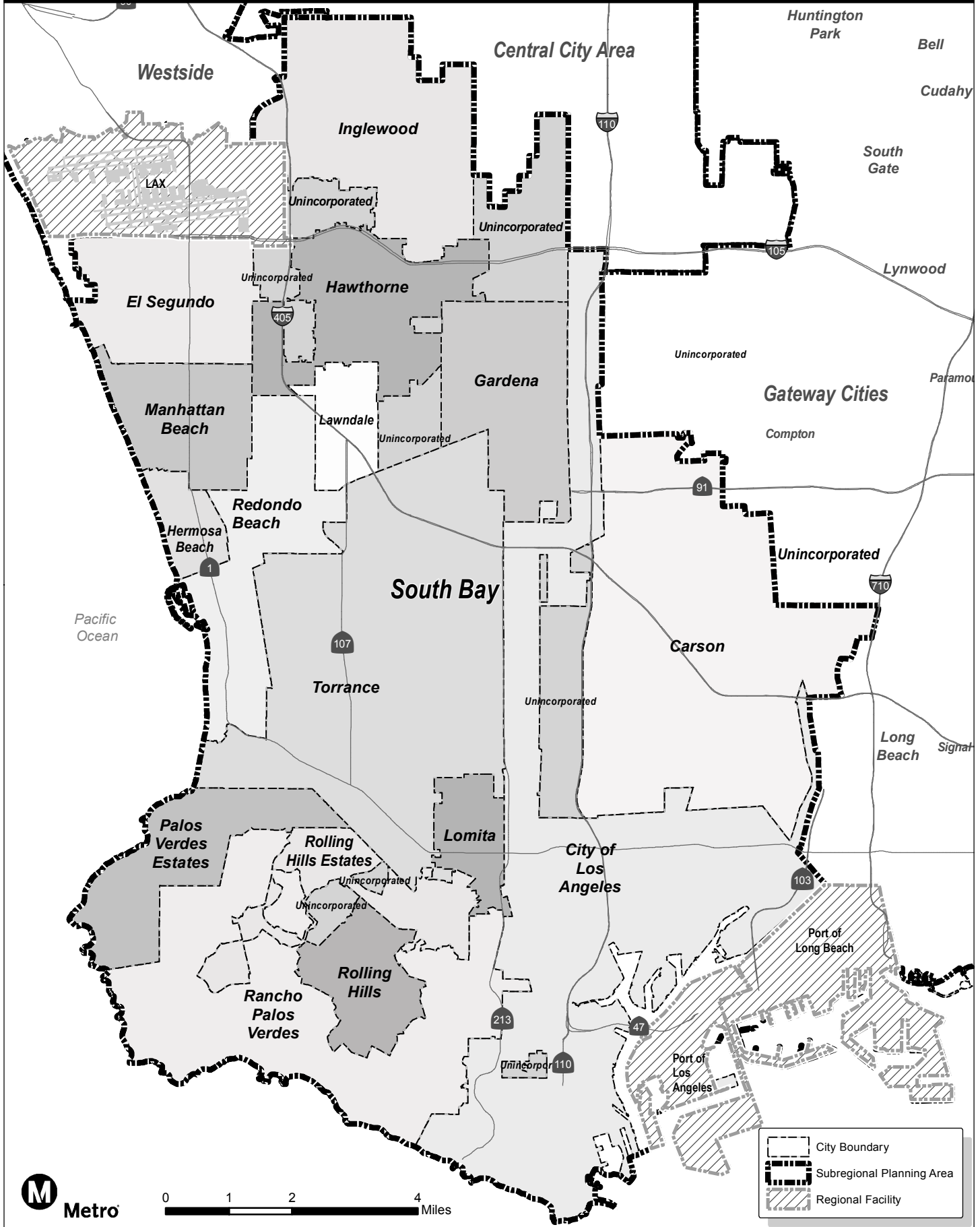
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San Gabriel Subregional Planning Area



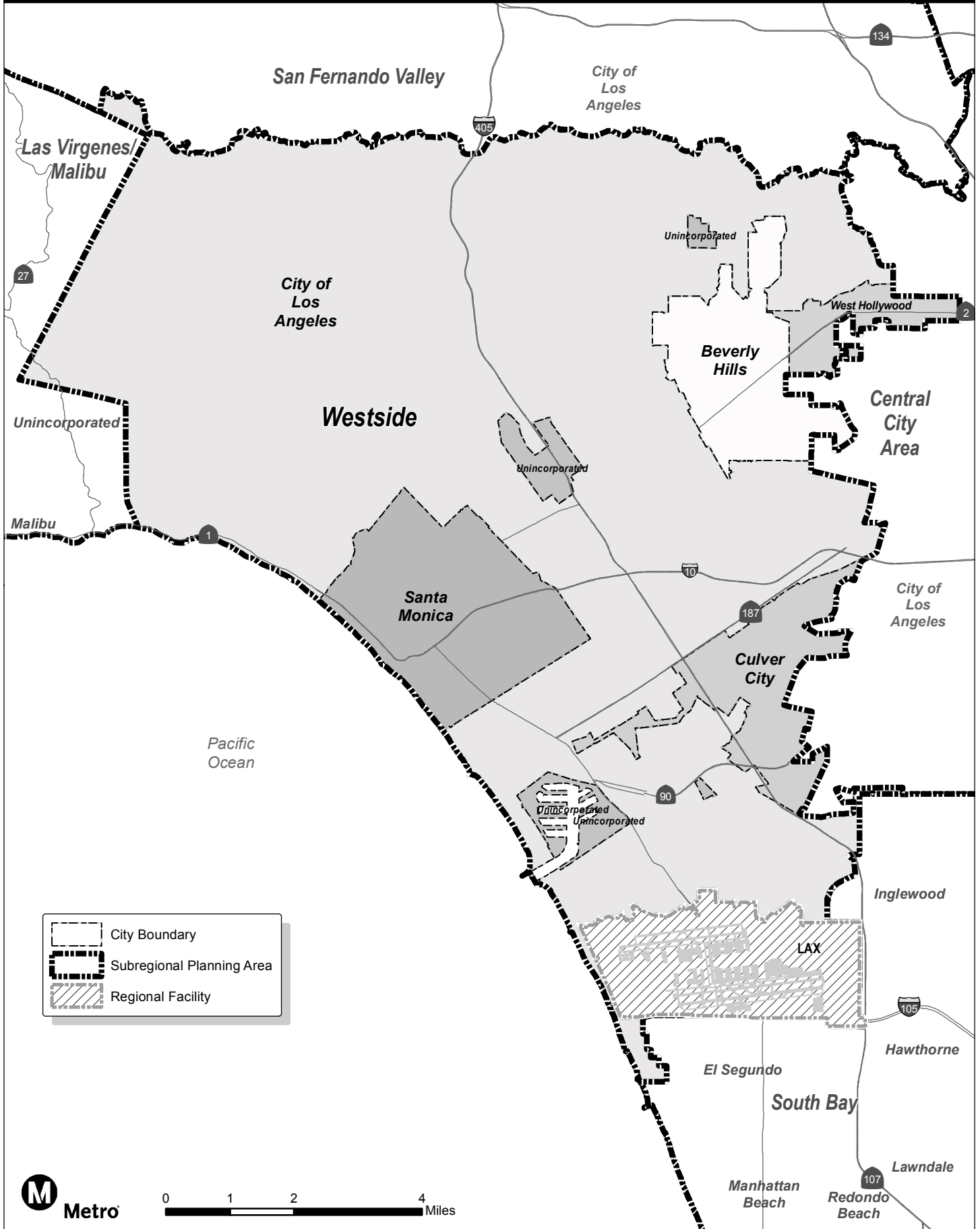
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South Bay Subregional Planning Area



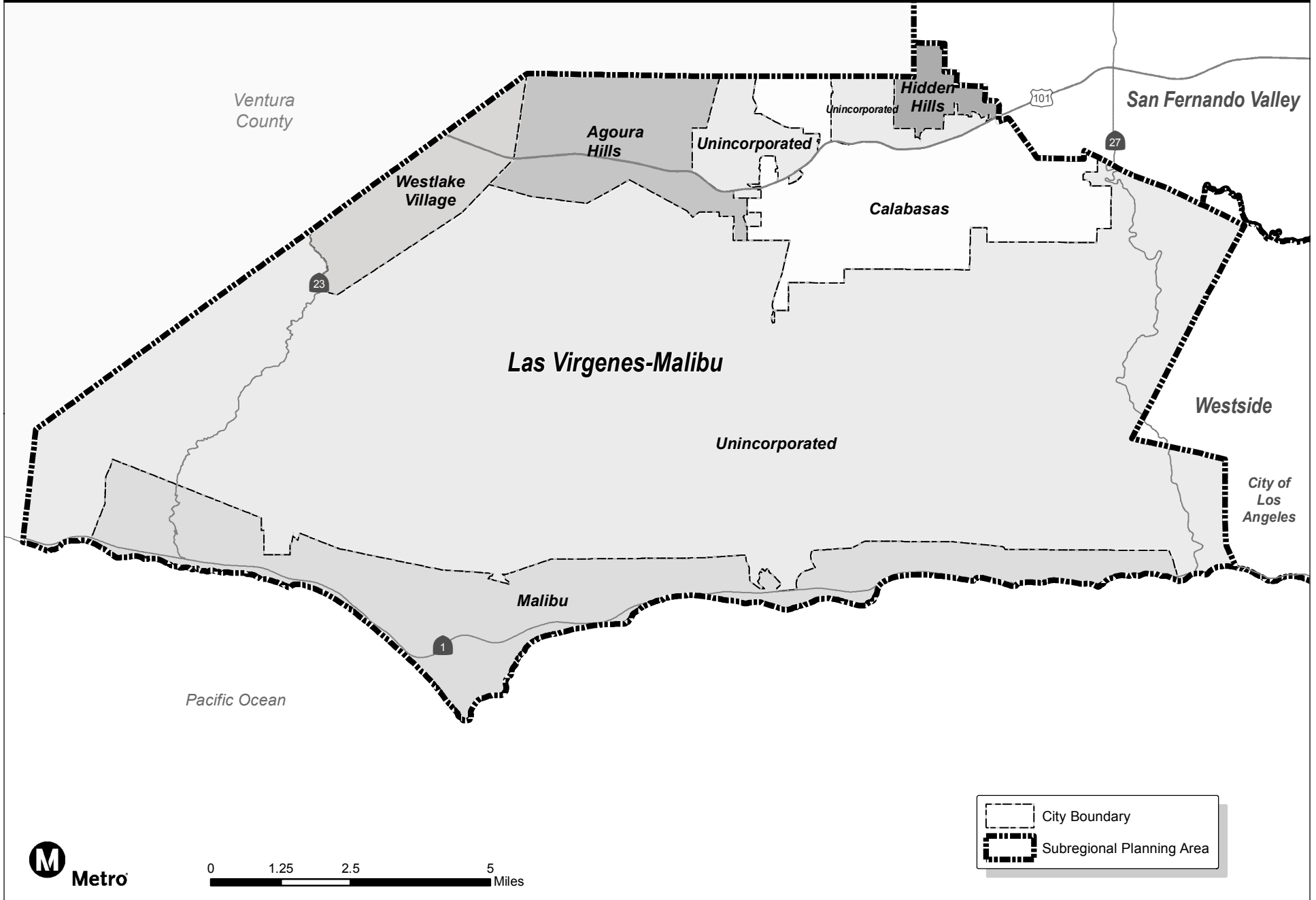
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Westside Subregional Planning Area



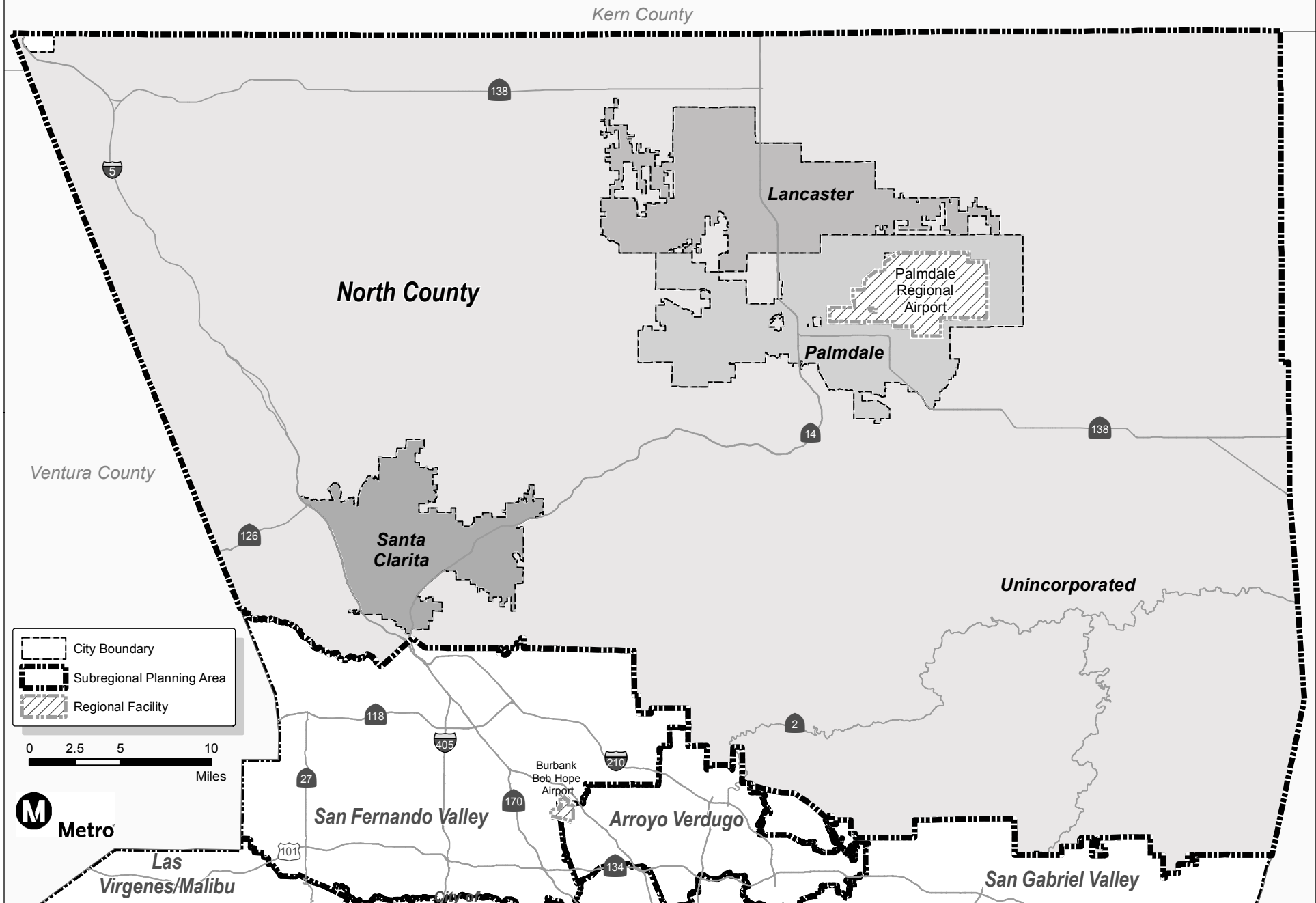
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Las Virgenes-Malibu Subregional Planning Area



ATTACHMENT B - page 9 of 9

North County Subregional Planning Area



M (/)

Service Change



Bus service may experience delays due to a nationwide labor shortage. We appreciate your patience and understanding as we work to address this challenge. Per federal law, face masks are still required on all buses and trains.

(<https://mybus.metro.net>)

[Home \(https://www.metro.net/\)](https://www.metro.net/) > [About Metro \(https://www.metro.net/about/\)](https://www.metro.net/about/) > **Local Return**

Local Return

Local Return provides funding to Los Angeles County cities for local transportation projects.

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Overview

The Proposition A, Proposition C, and Measure R and Measure M Local Return programs are four one-half cent sales tax measures approved by Los Angeles County voters to finance a countywide transit development program.

By ordinance, Metro is responsible for administering the programs and establishing guidelines. The Proposition A tax measure was approved in 1980, the Proposition C tax measure was approved in 1990, Measure R was approved in 2008 and Measure M was approved in 2016. Collection of the taxes began on July 1, 1982; April 1, 1991; July 1, 2009; and July 1, 2017, respectively, while each year, more than \$1 billion is generated in local transportation revenue.

As a condition of voter approval, 25 percent of the Proposition A tax revenues, 20 percent of the Proposition C tax revenues, 15 percent of Measure R and 17 percent of Measure M tax revenues are earmarked for the Local Return Programs to be used by cities and the County of Los Angeles in developing and/or improving local public transit, paratransit and related transportation infrastructure.

Local Return funds are allocated and distributed monthly to jurisdictions on a “per capita” basis by Metro. Eligible expenditures are outlined in the Metro’s Adopted Local Return Program Guidelines.

Guidelines:

Proposition A and Proposition C Local Return 2007 Guidelines

(<https://www.dropbox.com/s/z77ilvlq18ou6q6/2007-Props-A-and-C-Local-Return-Guidelines.pdf?dl=0>)

Measure R Guidelines (<https://www.dropbox.com/s/2632gijuj65fz6f/2009-Measure-R-Local-Return-Guidelines.pdf?dl=0>)

Measure M Guidelines (<https://www.dropbox.com/s/rzo01zbdldvmree/2017-Measure-M-Local-Return-Guidelines.pdf?dl=0>)

Local Return Borrowing Guidelines (<https://www.dropbox.com/s/70qaictx57e3gsi/2018-borrowing-guidelines-prop-a-c-measure-r-m.pdf?dl=0>)

Forms and resources:

LRMS User Guide (<https://www.dropbox.com/s/0xopo8ryav4jrjgi/2020-LoPro-User-Guide-Version-1.0.pdf?dl=0>)

Consolidated Project Codes (https://www.dropbox.com/s/hcmufr5bn01xxk7/2020-Local-Return-Project-Codes_v3.pdf?dl=0)

Intelligent Transportation Systems

(<https://www.dropbox.com/s/cl/fi/k25wwtla79sfsdh97exig/2020-recreational-transit-certification-form.xls?dl=0&rlkey=rjgjd74n6x3hcyhm6xl5d1jmw>)

Pavement Management System (https://www.dropbox.com/s/p174k0ir73b8zk7/2007_Prop-C-pavement-management-system.pdf?dl=0)

Recreational Transit Certification

(<https://www.dropbox.com/scl/fi/k25wwtla79sfsdh97exig/2020-recreational-transit-certification-form.xls?dl=0&rlkey=rjgjd74n6x3hcyhm6xl5d1jmw>)

Fund Estimates

Fiscal Year 2020 (<https://www.dropbox.com/s/kxd7j6tbbyjzatw/FY2020-Adopted-Transit-Fund-Allocations.pdf?dl=0>)

Fiscal Year 2021 (<https://www.dropbox.com/s/i6u8h0kdbmo2snc/FY2021-Transit-Fund-Allocation-ADOPTED.pdf?dl=0>)

Fiscal Year 2022 (coming soon)

Contact Us

Email: localreturn@metro.net

About Metro (<https://www.metro.net/about/about-metro/>)

Fares and Passes (<https://www.metro.net/riding/fares/>)

How to Ride (<https://www.metro.net/riding/guide/>)

The Source (<https://thesource.metro.net/>)

Accessibility (<https://www.metro.net/riding/riders-disabilities/>)

Employee Self Service (http://fissss.mta.net/OA_HTML/AppsLocalLogin.jsp)

El Pasajero (<https://elpasajero.metro.net/>)

Metro Intranet (<https://www.metro.net/mymetro>)



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