

FUND TRADE AGREEMENT

BETWEEN THE CITY OF MONTEBELLO  
AND THE CITY OF PASADENA, CALIFORNIA

This Assignment Agreement is made and entered into this 28 day of May, 2014, by and between the City of Montebello California ("Montebello") and the City of Pasadena, California ("Pasadena") with respect to the following facts:

- A. Montebello has uncommitted funding authority for its Fiscal Years 2013-14 and 2014-15 allocation of Proposition "A" Local Return funds that can be made available to Pasadena to assist in providing the services discussed in Paragraph above. Montebello is willing to assign uncommitted Proposition "A" Local Return funding to Pasadena for the purpose identified in Paragraph B in exchange for the assignment by Pasadena of the amount of its general funds indicated in Section I below.
- B. Pasadena proposes to provide ongoing operating funding Transportation related services to the residents of Pasadena and to provide for certain capital projects eligible for Prop A 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. Montebello agrees to assign Five Hundred Six Thousand Dollars (\$506,000) of its Proposition "A" Local Return funding authority to Pasadena in each of the Fiscal Years 2013-14 and 2014-15. In return, Pasadena agrees to assign Three Hundred Seventy-Nine Thousand Five Hundred Dollars (\$379,500) of its general funds to Montebello in each of the Fiscal Years 2013-14 and 2014-15.
2. Consideration. Montebello shall assign the agreed upon Proposition "A" Local Return funds to Pasadena in one lump sum payment in each applicable Fiscal Year. Pasadena shall also assign the agreed upon general funds to Montebello in one lump sum payment in each applicable Fiscal Year. The lump sum payments by Pasadena shall be due and payable upon approval by the Los Angeles Metropolitan Transportation Authority (LAMTA) of Montebello's project description covering the services discussed in Paragraph B.
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 set forth herein.
4. Termination. Termination of this Agreement may be made by either party so long as written Notice of Intent to terminate is given to the other party at least 5 days prior to the termination.
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 by certified mail deposited in the custody of the United States Postal Service addressed as follows:

CITY OF MONTEBELLO  
1600 W. Beverly Boulevard  
Montebello, CA 90640  
Attn: Danilo Batson, Director of Public Works

CITY OF PASADENA  
100 N. Garfield Ave. S224  
Pasadena, CA 91109-7215  
Attn: Valerie Gibson, Transit Manager


6. Assurances.

- a. Pasadena 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 LAMTA's Proposition "A" Local Return Program Guidelines.
- b. Concurrently with the execution of this Agreement Pasadena shall provide LAMTA 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.

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


CITY OF MONTEBELLO

CITY OF PASADENA

By   
William M. Molinari  
Mayor

By \_\_\_\_\_  
Michael J. Beck  
City Manager

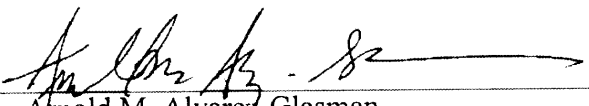
ATTEST:

  
Daniel Hernandez  
City Clerk

\_\_\_\_\_  
Mark Jomsky  
City Clerk

Approved as to Form:

Approved as to Form:

  
Arnold M. Alvarez-Glasman  
City Attorney

\_\_\_\_\_  
Michele Bagneris  
City Attorney

**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

**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: