

**AGREEMENT BETWEEN THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY
AND
THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

This agreement (“Agreement”) is made by and between The South Bay Cities Council of Governments (“SBCCOG”) and the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), collectively referred to herein as “Parties” and individually as a “Party.”

RECITALS

- A) LACMTA is a public entity, existing pursuant to Public Utilities Code Section 130050.2, et seq.
- B) SBCCOG is a joint powers authority organized and existing pursuant to the laws of the State of California.
- C) On December 6, 2013 the California Department of Conservation, Division of Land Resource Protection, the administrative agent for the Strategic Growth Council (the “SGC”) released a Request For Proposals (“RFP”) for Round 3 of the Sustainable Communities Planning Grant and Incentive Program (“Grant Program”) to support development, adoption, and implementation of sustainable planning elements throughout the State of California.
- D) On January 23, 2014 LACMTA’s Board of Directors instructed staff to act as the lead agency for a grant application in partnership with the SBCCOG, and appointed the Chief Executive Officer or designee to conduct all negotiations, execute and submit all documents to obtain a grant from the Grant Program including, but not limited to applications, agreements, and payment requests; and to provide \$100,000 as local match.
- E) On February 27, 2014 a proposal (the “Proposal”) was submitted in response to the RFP in order to develop the “Sustainable South Bay Transportation and Land Use Implementation Framework” (the “Project”), with LACMTA as the lead agency and grant applicant.
- F) On June 3, 2014 the SGC selected the Project and authorized \$885,048 in Grant Program funds.

- G) On December 19, 2014 LACMTA and the SGC entered into a Grant Agreement, No. 3014-616 (the “Grant Agreement”) for the Project in the amount of \$885,048.
- H) The total cost for the Project described in the Scope of Work (the “SOW”), attached as Exhibit “A”, hereto is estimated to be \$985,048.
- I) LACMTA and SBCCOG desire to enter into an Agreement governing the terms and conditions of LACMTA’s and SBCCOG’s participation in the Project.

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

AGREEMENT

1. SBCCOG Responsibilities.

A. SBCCOG agrees to complete the Project as described in the SOW. The SOW includes a description of the Project, including without limitation, Project tasks, and deliverables.

B. SBCCOG will ensure that the tasks identified in the SOW are completed.

C. SBCCOG agrees to complete the SOW in accordance with the budget and work plan contained within the Grant Agreement. A copy of the Grant Agreement is included as Attachment B.

D. SBCCOG will complete and submit all reports, as required by the Grant Agreement, to LACMTA.

E. SBCCOG agrees to comply with all the terms of this Agreement, the SOW, the Grant Agreement and all appropriate federal, state, and local laws, rules, and regulations.

F. SBCCOG will submit procurement documentation (e.g. requests for proposals, contracts, purchase orders) to LACMTA showing that its normal procurement policy and competitive bid process was used in procuring any subcontract(s), or provide LACMTA with proof of SGC approval of a sole source procurement.

G. SBCCOG’s obligations under this Agreement will only be deemed discharged upon LACMTA’s acceptance of all deliverables contained in the SOW.

2. LACMTA Responsibilities.

- A. Subject to the terms and conditions contained herein, LACMTA will be the Grant Manager for the Grant Agreement.
- B. LACMTA will receive and submit all reports completed by the SBCCOG, as required by the Grant Agreement, to the SGC.
- C. LACMTA will receive and approve copies of all deliverables contained in the SOW.
- D. LACMTA will review and approve any procurement documents, or third-party contracts for the Project to ensure that the SGC's competitive bid requirements have been met.
- E. LACMTA will provide the required local match of \$100,000 in accordance with the budget contained within the Grant Agreement.

3. Payment.

A. To the extent LACMTA receives Grant Program funds, LACMTA will forward Grant Program funds, in an amount not to exceed \$885,048, and make available the required local match of \$100,000 to SBCCOG for eligible project costs in accordance with the budget contained within the Grant Agreement.

B. Payments to SBCCOG will be processed by LACMTA within a reasonable time period, but in no event more than sixty (60) calendar days after the receipt of a Request for Reimbursement.

C. SBCCOG will be subject to, and will comply with, all requirements of the Grant Agreement and other applicable requirements of the SGC and of LACMTA as required by LACMTA to fulfill its responsibilities as the grantee under the Grant Program.

4. Invoice.

A. SBCCOG will prepare and submit to LACMTA a certified and original request for reimbursement for allowable Project costs incurred and paid for by SBCCOG consistent with the SOW and the Grant Agreement. Advance payments by LACMTA are not allowed. The Request for Reimbursement submitted by SBCCOG shall be signed by an authorized agent who can duly certify the accuracy of the included information.

B. Not more frequently than once a month, but at least quarterly, SBCCOG will prepare and submit an invoice to LACMTA for actual allowable Project costs incurred and paid for by SBCCOG consistent with the SOW and the Grant Agreement. Each Request for Reimbursement will report the total of eligible expenditures consistent with the SOW and the Grant Agreement. The Request for Reimbursement will be accompanied by a status update in terms of the progress completed or not completed in relation to the SOW tasks and a detailed invoice describing all invoiced work completed.

C. Eligible costs are described in the Grant Agreement.

D. The Request for Reimbursement must be submitted on SBCCOG letterhead.

E. SBCCOG should consult with LACMTA Project manager for questions regarding non reimbursable expenses.

F. SBCCOG shall provide written notification to LACMTA's Project manager regarding any changes to the Project management team.

G. If any amounts paid to SBCCOG are disallowed or not reimbursed by the SGC for any reason, SBCCOG shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to audit provisions contained herein and within the Grant Agreement guidelines.

H. SBCCOG shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations, and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. SBCCOG acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state and local laws and regulations and LACMTA requirements, including any amendments hereto.

I. LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to SBCCOG. SBCCOG must complete the ACH form and submit such

form to LACMTA before grant payments can be made. SBCCOG must provide detailed supporting documentation with each request for reimbursement.

J. All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net
Ref# MOU. 920000000GSBCG001

2) Standard Mail

Los Angeles County Metropolitan Transportation Authority
P.O Box 51226
Attention: Accounts Payable
Los Angeles, CA 90012-0296
Ref# MOU. 920000000GSBCG001

A copy of all Request of Reimbursement submittals shall also be forwarded to LACMTA's Project manager, either by email (maddoxn@metro.net) or by standard mail to the following address:

Los Angeles County Metropolitan Transportation Authority
Attention: Nathan Maddox
Regional Grants Management
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952

5. Term.

The term of this Agreement shall commence on December 19, 2014 and terminate on December 31, 2019.

6. Indemnification.

A. SBCCOG shall indemnify, defend, and hold harmless LACMTA and its directors, officers, and employees, from and against any and all claims, demands, liabilities, and reasonable attorneys' fees arising from SBCCOG's performance of this Agreement but only in proportion to and to the extent such claims, demands, liabilities or

attorneys' fees are caused by or result from the negligent or intentional acts or omissions of SBCCOG, its officers, agents, or employees.

B. LACMTA shall indemnify, defend, and hold harmless SBCCOG and its directors, officers, and employees, from and against any and all claims, demands, liabilities, and reasonable attorneys' fees arising from LACMTA's performance of this Agreement but only in proportion to and to the extent such claims, demands, liabilities or attorneys' fees are caused by or result from the negligent or intentional acts or omissions of LACMTA, its officers, agents, or employees.

C. Neither Party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this agreements.

7. Insurance.

A. LACMTA shall maintain a funded program of self-insurance during the term of this Agreement covering general liability and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence.

B. SBCCOG shall maintain insurance, or a funded program of self-insurance, in an amount of coverage equal to or in excess of the aforementioned.

8. Default.

Default under this Agreement is defined as one or more of the following: (i) SBCCOG fails to comply with the terms and conditions contained in this Agreement or the Grant Agreement; (ii) SBCCOG fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) SBCCOG makes a material change to the Scope of Work or Budget contained in the Grant Agreement without prior written consent or approval by LACMTA and the SGC; or, (iv) the Agency is in default of any other applicable requirements of LACMTA or the SGC.

9. Remedies

A. In the event of a default by SBCCOG (as defined in Section 8), the LACMTA shall provide written notice of such default to the SBCCOG with a thirty (30) day period to cure the default. In the event SBCCOG fails to cure the default, or commit to cure the default and commence the same within such thirty (30) day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of Grant Program funds to SBCCOG;
- (c) LACMTA may recover from SBCCOG any Grant Program funds paid to the SBCCOG; and/or,
- (d) Any remedies the SGC may have under the Grant Agreement.

B. Effective upon receipt of written notice of termination from LACMTA, SBCCOG shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

C. Subject to LACMTA's agreement providing prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

10. Termination.

A. If LACMTA terminates this Agreement without cause prior to the end of the completion of the Project, SBCCOG shall take all reasonable measures to prevent further costs to LACMTA under this Agreement. LACMTA shall be responsible for any reasonable and non-cancelable obligations incurred by SBCCOG in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

B. If SBCCOG fails to complete the Project in accordance with this Agreement or the Grant Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, SBCCOG shall be liable for immediate

repayment to LACMTA of all amounts disbursed by LACMTA under this Agreement, plus accrued interest and any further costs related to the Project. The SGC may, at its sole discretion, examine the extent of SBCCOG compliance and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies available to LACMTA for breach of this Agreement.

C. Upon termination, SBCCOG shall deliver all records and reports and other deliverables required by this Agreement or the Grant Agreement up to the time of termination.

D. Either Party shall have the right to terminate this Grant Agreement at any time upon thirty (30) days written notice to the other. In the case of such “early” or “discretionary termination by SBCCOG, defined as termination occurring before full performance of all objectives and activities and authorized funding herein, LACMTA will be entitled to seek full reimbursement for all costs and payments made on this Agreement.

11. Audit Provisions.

A. LACMTA, in order to fulfill its responsibility, shall have the right to conduct audits of the Project at its own expense, as needed, such as financial and compliance audits and performance audits. SBCCOG shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. SBCCOG shall reimburse LACMTA for any expenditure not in compliance with the SOW or other terms and conditions of this Agreement, or other applicable requirements of LACMTA. LACMTA shall use the Federal Acquisition Regulations (FAR) standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct a final LACMTA audit using an outside auditing firm. The findings of that LACMTA audit will be final.

B. SBCCOG shall retain all original records and documents related to the Project for a period of three years after final payment.

12. Disputes.

A. Unless otherwise directed by LACMTA, SBCCOG shall continue performance under this Agreement while matters in dispute are being resolved.

13. Copyrights.

A. SBCCOG reserves the right to protect by copyright original works developed under this agreement. SBCCOG hereby grants LACMTA an irrevocable, non-exclusive, worldwide, and royalty-free right to use, reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this agreement for transit related purposes and to authorize others to do so.

14. Other Terms and Conditions.

A. This Agreement, including any documents herein attached and incorporated into this Agreement, the Grant Agreement, the RFP and the Proposal constitute the entire understanding between LACMTA and SBCCOG, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing.

B. SBCCOG shall expend Grant Program funds in the manner described in the SOW and the Grant Agreement. The total dollars of a line-item included in the budget contained within the Grant Agreement may be increased by up to ten percent (10%) through a reallocation of funds from another line-item, without approval by LACMTA. However, SBCCOG shall notify LACMTA in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a line-item must be approved in writing by LACMTA. In any event, the total project cost may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Sustainable Planning Grant Program Guidelines dated December 6, 2013.

C. Notice under this Agreement shall be in writing and personally served or deposited in the U.S. Postal Service, first class, postage prepaid, return receipt requested, to LACMTA at:

Los Angeles County Metropolitan Transportation Authority
Attention: Nathan Maddox
Transportation Planner
Regional Grants Management
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952

and to SBCCOG at:

South Bay Cities Council of Governments
Attention: Jacki Bacharach, Executive Director
20285 Western Avenue, Suite 100
Torrance, California, 90501

Notice shall be deemed given on the date personal service is obtained or three (3) days after the date of deposit in the mail, whichever applies.

D. All attachments to this Agreement are incorporated herein and by reference made a part of thereof.

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

F. This Agreement may be signed by the parties hereto in counterparts with the same effect as is the signatories to each counterpart signed a single instrument. All counterparts (when taken together) will constitute an original of this agreement.

By signature below, the parties have agreed to and accepted the terms and conditions of this Agreement:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

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

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By: _____ Date: _____
Deputy

GRANTEE:

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: _____ Date: _____
James F. Goodhart
Chair

APPROVED AS TO FORM (Optional):

By: _____ Date: _____

Attachment A SCOPE OF WORK

The South Bay Cities Council of Governments (SBCCOG), in partnership with San Diego State University, and the Los Angeles Regional Collaborative for Climate Action and Sustainability, a program of UCLA, will develop a policy framework of land use and transportation initiatives to implement the existing Sustainable South Bay Strategy. The SBCCOG, and its partners, will develop a framework that will consist of Climate Action Plan transportation and land use chapters that identify GHG reduction strategies at the sub-regional and local levels; a Sub-Regional Implementation Toolkit to provide technical assistance for local level adoption of GHG reduction strategies; and a Mobility Matrix for the South Bay sub-region of Los Angeles County, which includes evaluation and screening criteria for identifying priority projects. SBCCOG will coordinate the activities of its partners, facilitate input from cities, and oversee, as well as participate in the development of the deliverables.

Schedule of Project Tasks and Deliverables

Tasks and Activities	Deliverables	Timetable
TASK 1. Ongoing Contract Management/ Administration	None	Ongoing
TASK 2. Project Startup	Copies of RFP and executed contracts, or sole source justification	Months 1-6
TASK 3. Subregional and City-Specific Climate Action Plan (CAP) Strategy Chapters	Draft Transportation, Land Use, Energy Generation and Storage, Waste and Urban Greening CAP chapters for the sub-region and 15 cities, which will outline GHG reduction implementation strategies	Months 1-30
TASK 4. Mobility Matrix Analysis and Integration	Mobility Matrix candidate list of South Bay projects	Month 24
TASK 5. Implementation and Outreach	Conduct workshops with city staff to present strategies and best practices	Months 1-34
TASK 6. Final Framework Report	Complete Sustainable South Bay Transportation and Land Use Implementation Framework, design and print final report	Months 18-33
TASK 7. Best Practices Communications Plan	Host regional forum on policy development and project selection best practices	Months 28-34