

**FUNDING AGREEMENT BETWEEN  
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS  
AND  
CITY OF EL SEGUNDO**

THIS FUNDING AGREEMENT is entered into this first day of June, 2014 by and between the SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, a joint powers authority (“**SBCCOG**”), and the CITY OF EL SEGUNDO, a general law city and municipal corporation (“**CITY**”). The Parties agree as follows:

1. **SBCCOG** agrees to award to **CITY** and **CITY** agrees to accept from **SBCCOG** the maximum award of \$150,000. The Parties agree that **CITY** will retain a qualified consultant to design bikeways for three streets and a concept design for one additional street in accordance with the El Segundo General Plan and El Segundo Municipal Code (collectively, the “Plans”) and **SBCCOG** will pay for those services.

2. The period of this Funding Agreement extends from the date that this Funding Agreement becomes effective and expires June 30, 2015.

3. **CITY** must submit quarterly progress reports to **SBCCOG**, due no later than the 10<sup>th</sup> of each following month, in the Measure R Reporting format provided by the Metropolitan Transportation Authority (Metro)

4. **CITY** agrees to bill the **SBCCOG** for reimbursement for all work performed under this Funding Agreement up to the contracted amount through June 30, 2015 unless a written extension is approved by the **SBCCOG**. It is understood that the **SBCCOG** will not reimburse expenses to the **CITY** until the **SBCCOG** is reimbursed by Metro.

5. As appropriate, **CITY** shall include in all of its promotional literature and appropriate exterior and interior signage language crediting the **SBCCOG** Measure R Highway Program as the financial supporter of the **CITY** and its programs.

6. **CITY** agrees that **SBCCOG** may, at any time, audit any and all of **CITY**'s books, documents, or records relating to this Funding Agreement.

7. **SBCCOG** may terminate this agreement for cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the **SBCCOG** may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the **CITY** to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the **CITY** shall be responsible for reimbursing the **SBCCOG**, upon the **SBCCOG**'s determination of expended funds, up to the full amount of the grant.

8. If the CITY fails to meet the requirements of this Agreement, CITY will be required to reimburse the SBCCOG all funds spent on the project.

9. Assignments of any or all rights, duties, or obligations of CITY under this Agreement will be permitted only with the express consent of SBCCOG.

10. CITY agrees to indemnify, defend (at SBCCOG's option) and hold harmless SBCCOG, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, actions, liability, or consequential damages arising from bodily injury, death, or property damage arising out of the negligent acts or omissions of CITY in its performance or failure to perform, under the terms of this Funding Agreement.

11. Without limiting SBCCOG's right to indemnification, it is agreed that CITY must secure before commencing any activities under this Funding Agreement, and maintain during the term of this Funding Agreement, insurance coverage (if applicable) and consistent with standards in such agencies as follows:

- A. Workers' Compensation Insurance as required by California statutes or qualified self-insurance as allowed under California law;
- B. Comprehensive General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage (if applicable) and Independent Contractor's Liability (if applicable) in an amount of not less than one million dollars (\$1,000,000) per occurrence, combined single limit.
- C. Comprehensive Automobile Liability coverage (if applicable) including owned, non-owned and hired autos, in an amount of not less than five hundred thousand dollars (\$500,000) per occurrence, combined single limit.

12. A certificate of insurance naming the SBCCOG, its officers, agents, employees, representatives, and volunteers must be provided before execution of this Funding Agreement. Before the execution of this Funding Agreement, CITY must deliver to SBCCOG insurance certificates confirming the existence of the insurance required by this Funding Agreement, and including the applicable clauses referenced above.

13. Nothing herein contained must be construed as limiting in any way the extent to which CITY may be held responsible for payments of damages to persons or property resulting from CITY's or its subcontractor's performance of the work covered under this Funding Agreement.

14. This Funding Agreement supersedes any and all Funding Agreements, either oral or written, between the parties hereto with respect to the services by the **CITY** for **SBCCOG** and contains all of the covenants and Funding Agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Funding Agreement acknowledges that no representations, inducements, promises, or Funding Agreements, either orally or otherwise, have been made by any party, which are not embodied herein, and that no other Funding Agreement, statement, or promise not contained in this Funding Agreement must be valid or binding. Any modification of this Funding Agreement will be effective only if it is in writing signed by the party to be charged.

15. Notices and communication concerning this Funding Agreement must be sent to the following addresses:

**SBCCOG**

Jacki Bacharach, Executive Director  
20285 Western Avenue, Suite 100  
Torrance, CA 90501

**CITY**

Stephanie Katsouleas, P.E.  
Director of Public Works  
350 Main Street  
El Segundo, CA 90245

16. The effective date of this Funding Agreement is June 1, 2014.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Funding Agreement to be executed on the day and year first written above.

**For CITY:**

**For SBCCOG:**

\_\_\_\_\_  
Greg Carpenter, City Manager

\_\_\_\_\_  
Dan Medina, Chair

Approved as to Form:  
Mark D. Hensley, City Attorney

By: \_\_\_\_\_  
Karl H. Berger,  
Assistant City Attorney

Attest:

\_\_\_\_\_  
Tracy Weaver, City Clerk