

**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 (“Metro”), collectively referred to herein as “Parties” and individually as a “Party.”

**RECITALS**

- A) Metro 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 Metro’s Board of Directors instructed staff to act as the lead agency for the Grant Program RFP in partnership with the SBCCOG, and appointed the Chief Executive Officer or designee to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, and payment requests; and to provide \$100,000 as the local match.
- E) On February 27, 2014 the SBCCOG submitted a joint proposal in response to the RFP in order to develop the “Sustainable South Bay Transportation and Land Use Implementation Framework” (the “Project”), whereas Metro was the lead agency and grant applicant.
- F) On June 3, 2014 the SGC approved the Project with a Budget of \$885,048 in Grant Program funds.

- G) On December 19, 2014 Metro and the SGC entered into a grant agreement for the Sustainable Communities Planning Grant, No. 3012-568 (the “Grant Agreement”).
- H) Metro and SBCCOG desire to enter into an Agreement governing the terms and conditions as to Metro’s and SBCCOG’s participation in the Project.

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

### AGREEMENT

1. Responsibilities.

A. The Parties agree to complete Project as described in the “Scope of Work,” included herein as Attachment A. The Scope of Work includes a description of the Project, including without limitation, Project tasks, and deliverables.

B. SBCCOG will ensure that the tasks identified in the Scope of Work are completed.

C. The Parties agree to complete the Scope of Work 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. Metro and SBCCOG will complete all reports as required by the Grant Agreement.

E. Metro and SBCCOG agree to comply with all the terms of this Agreement, the Scope of Work, the Grant Agreement and all appropriate federal, state, and local laws, rules, and regulations.

2. Payment.

A. Subject to the terms and conditions contained herein, Metro will be the Grant manager for the Grant. Metro shall make funds available to SBCCOG in an amount not to exceed \$985,048 for eligible project costs as detailed in the Grant Agreement and summarized as follows:

Task 1: Grant Administration - \$61,462

Task 2: Project Startup - \$50,469

- Task 3: Subregional and City-Specific Climate Action Plan Strategy Chapters - \$579,484
- Task 4: Mobility Matrix Analysis and Integration - \$175,719
- Task 5: Implementation and Outreach - \$49,267
- Task 6: Final Framework - \$33,510
- Task 7: Best Practices Communications Plan - \$35,137

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

3. Invoice.

A. SBCCOG will prepare and submit to Metro a certified and original request for reimbursement for allowable Project costs incurred and paid for by SBCCOG consistent with the Project's Scope of Work. Advance payments by Metro 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. SBCCOG will prepare and submit invoices on a monthly basis. Each Request for Reimbursement will report the total of eligible expenditures consistent with the Scope of Work. The Request for Reimbursement will be accompanied by a status update in terms of the progress completed or not completed in relation to the Scope of Work 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 Metro Project manager for questions regarding non reimbursable expenses.

F. SBCCOG shall provide written notification to Metro'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 Metro the disallowed or non-reimbursed amount(s) within 30 days from receipt of Metro's notice. All payments made by Metro 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 Metro. SBCCOG acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state and local laws and regulations and Metro requirements, including any amendments hereto.

I. Metro 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 Metro 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 Metro'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 Metro'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

4. Term.

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

5. Indemnification.

A. SBCCOG shall indemnify, defend, and hold harmless Metro 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. Metro 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 Metro'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 Metro, 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.

6. Insurance.

A. Metro 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.

7. Cancellation.

A. Either Party may terminate this Agreement, in whole or part, at any time by written notice to the other Party thirty (30) days in advance of the termination date. SBCCOG shall be paid its costs, including agreements closeout costs on work performed up to the time of termination. SBCCOG shall promptly submit its termination claim to Metro to be paid to SBCCOG. If SBCCOG has any property in its possession belonging to Metro, SBCCOG will account for the same, and dispose of it in the manner Metro directs.

8. Audit Provisions.

A. Metro, 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 Metro for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement, or other applicable requirements of Metro. Metro shall use the Federal Acquisition Regulations (FAR) standards in determining the reasonableness of costs incurred. Metro shall have the right to conduct a final Metro audit using an outside auditing firm. The findings of that Metro 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.

9. Default.

A. If SBCCOG fails to comply with any of its material obligations contained herein it shall constitute an Event of Default by SBCCOG.

B. Metro will send written notice to SBCCOG at the address set forth in Section 12.C. on the occurrence of an Event of Default. The written notice shall describe the breach or default and SBCCOG shall have forty-five (45) days from the date of such notice to cure the default, or if the default is not reasonably capable of being cured within forty-five (45) days, SBCCOG shall commence curing the default within such forty-five (45) days and diligently pursue curing the default to completion.

10. Remedies.

A. If an Event of Default by SBCCOG occurs, and all applicable cure periods have expired, Metro shall have the following remedies: (i) Metro may terminate this Agreement; (ii) Metro may make no further payments to SBCCOG for any work yet to commence. In addition to the remedies, Metro shall also have all available remedies at law or in equity against SBCCOG for any breach or default.

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

11. Disputes.

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

12. Copyrights.

A. SBCCOG reserves the right to protect by copyright original works developed under this agreement. All such copyrighted works will be in the name of SBCCOG or if jointly developed with Metro then jointly copyrighted. SBCCOG hereby grants Metro 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.

13. Other Terms and Conditions.

A. This Agreement, including any documents herein attached and incorporated into this Agreement, constitutes the entire understanding between Metro 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. 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 Metro 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.

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

D. 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.

E. 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:

METRO:

**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, 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 that build off of the existing Sustainable South Bay Strategy and are now ready for implementation by cities. The framework will consist of Climate Action Plan transportation and land use chapters that identify Green House Gas (“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.

### Schedule of Project Tasks and Deliverables

<b>Tasks and Activities</b>	<b>Deliverables</b>	<b>Timetable</b>
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