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AGREEMENT NO.: _____

THIS FIRST AMENDMENT TO AGREEMENT NO.: 19-018 is made and entered into this _____ day of _____, 2019, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; and the SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (the "SBCCOG"), collectively referred to herein as "Parties" and individually as a "Party."

RECITALS

WHEREAS, on October 16, 2018, the Council adopted a Resolution authorizing the City to apply for and receive grant funds from the California Department of Transportation for a South Bay Slow Speed Feasibility Study; and

WHEREAS, additionally, the Council approved Agreement No.: 19-018 with the South Bay Cities Council of Governments (SBCCOG) wherein the City will apply for grant funds from the California Department of Transportation and then distribute said grant funds to the SBCCOG for completion of the South Bay Slow Speed Feasibility Study; and

WHEREAS, Caltrans awarded the City a Sustainable Communities Grant per Restricted Grant Agreement Number 74A1097; and

WHEREAS, the purpose of the project is to improve the transportation and mobility system of both the City of Inglewood and the South Bay Sub-Region as a whole; and

WHEREAS, the SBCCOG is requesting changes to Agreement No.: 19-018 in order for payments to be transferred to SBCCOG from the City prior to reimbursement; and

WHEREAS, the original Agreement with the SBCCOG states the City shall not advance payments, however, this does not align with the Restricted Grant Agreement prepared by Caltrans; and

WHEREAS, the Restricted Grant Agreement states that Caltrans will reimburse the City for expended actual allowable direct costs; and

WHEREAS, the requested changes would allow the City to send payment to SBCCOG to expend for allowable project costs prior to the City receiving reimbursement; and

1 requirements have been met.

2 4. The City shall not be responsible for any match funds or In-kind funds or
3 contributions.

4 5. The City shall make funds available to SBCCOG in an amount not-to-exceed
5 three hundred eighty-five thousand three hundred and seven dollars (\$385,307) for eligible
6 project costs as detailed in Exhibit "B" of Agreement No.: 19-018.

7 **SECTION 4**

8 Article 4 of Agreement **No.: 19-018** is deleted in its entirety and replaced with the
9 following:

10 **ARTICLE 4 – PAYMENTS**

11 1. Pursuant to the Grants' reimbursement and reporting requirements, the City
12 shall report to Caltrans the required total project local match not to exceed \$49,960 of any
13 (one) submitted invoice. SBCCOG is responsible for providing all documents needed to
14 satisfy the match fund requirement to City.

15 2. Payments to SBCCOG will be processed by the City within a reasonable time
16 period, but in no event more than sixty (60) calendar days after the receipt of a
17 reimbursement by Caltrans.

18 3. SBCCOG will be subject to, and will comply with, all requirements of the grant
19 Agreement and other applicable requirements of Caltrans and the City as required by the
20 City to fulfill its responsibilities as the grantee under the Grant Program.

21 **SECTION 5**

22 Article 5 of Agreement **No.: 19-018** is deleted in its entirety and replaced with the
23 following:

24 **ARTICLE 5 – INVOICE**

25 1. SBOCCG will prepare and submit to the City a certified and original request
26 for reimbursement for allowable project costs incurred and paid for by SBCCOG consistent
27 with the SOW and the Grant Agreement. Invoices will include percentage of local cash
28 match along with In-Kind Match Fund contribution reports. The City will not send any

1 payment to SBCCOG without a prior written invoice. The Request for Reimbursement
2 submitted by SBCCOG shall be signed by an authorized agent who can duly certify the
3 accuracy of the included information.

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

11 3. Eligible costs are described in the Grant Agreement.

12 4. The Request for Reimbursement must be submitted on SBCCOG letterhead.

13 5. SBCCOG should consult with Caltrans for questions regarding non-
14 reimbursable expenses.

15 6. SBCCOG shall provide written notification to the City and the Caltrans' Project
16 manager regarding any changes to the SBCCOG's Project management team.

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

21 8. SBCCOG shall comply with an ensure that work performed under this
22 Agreement is done in compliance with all applicable provisions of federal, state, and local
23 laws, statues, ordinance, rules, regulations, and procedural requirements, including
24 without limitation, Federal Acquisition Regulations ("FAR") and the applicable
25 requirements and regulations of the City. SBCCOG acknowledges responsibility for
26 obtaining copies of and complying with the terms of the most recent federal, state, and
27 local laws and regulations and City requirements, including any amendments hereto.

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

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

13 **SECTION 8**

14 Except as changed by this Amendment, all other terms and provisions of Agreement
15 **No.: 19-018**, its Exhibits and Attachments, shall remain unchanged and in full force and effect.

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SECTION 9

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

**SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS**

James T. Butts, Jr.,
Mayor

~~Jacki Bacharach, Executive Director~~ **Britt Huff**
Chair

ATTEST:

APPROVED AS TO FORM:

Yvonne Horton,
City Clerk

Kenneth R. Campos,
City Attorney

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