1	AGREEMENT NO.:	
2	THIS AGREEMENT is made and entered into this day of,	
3	2018, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a	
4	municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301;	
5	and the SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (the "SBCCOG"), collectively referred	
6	to herein as "Parties" and individually as a "Party."	
7	RECITALS	
8	WHEREAS, the City of Inglewood is a public entity organized and existing pursuant to	
9	the laws of the State of California; and	
10	WHEREAS, the SBCCOG is a joint powers authority organized and existing pursuant to	
11	the laws of the state of California; and	
12	WHEREAS, on February 23, 2018, the SBCCOG responded to a Caltrans' Sustainable	
13	Communities grant Request For Proposals ("RFP") and submitted a proposal entitle,	
14	"Feasibility Study & Implementation Strategy for a South Bay Slow-Speed Network	
15	Demonstration," (the "Project"); and	
16	WHEREAS, on June 25, 2018, Caltrans approved the SBCCOG Project in the amount of	
17	\$435,267 which consists of the grant award of \$385,307, and a local match of \$49,960. The	
18	work and deliverables for the grant are attached as Exhibit "A" and the budget/schedule is	
19	attached as Exhibit "B;" and	
20	WHEREAS, on June 25, 2018, the SBCCOG accepted the Caltrans' award with the	
21	provision that, the SBCCOG would identify a Lead Agency – since the SBCCOG does not have	
22	the financial accounting system to process federal funds; and	
23	WHEREAS, on July 26, 2018, the City agreed to become the Lead Agency for the sole	
24	and express purpose of receiving, dispersing, and accounting for the funds associated with the	
25	award to the SBCCOG (the sub-recipient of the award) for the work and deliverables	
26	associated with the Caltrans' Grant ("Caltrans Award Agreement") for the "Feasibility Study $\&$	
27	Implementation Strategy for a South Bay Slow-Speed Network Demonstration; and	
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1	WHEREAS, on August 22, 2018, Caltrans issued an "Award Letter" to the City			
2	acknowledging the Grant amount, matches, and total project amount. The Award Letter set a			
3	deadline of October 19, 2018, for receipt of the City's resolution in favor of and supporting its			
4	role as Lead Agency for the Project; and			
5	WHEREAS, the City and SBCCOG desire to enter into an Agreement (the "Agreement")			
6	governing the terms and conditions for the City's administration of the Caltrans' Award on			
7	behalf of the SBCCOG's role as sub-recipient and primary consultant to complete the work and			
8	deliverables associated with the grant.			
9	NOW THEREFORE, in consideration of the mutual terms and conditions contained			
10	herein, the City and the SBCCOG hereby agree as follows:			
11	ARTICLE 1 – INCORPORATION OF RECITALS			
12	All of the recitals are incorporated herein by reference.			
13	ARTICLE 2 – SBCCOG RESPONSIBILITIES			
14	SBCCOG:			
15	1. Agrees to complete the Project as described in the Scope of Work (the			
16	"SOW"). The SOW includes a description of the Project, including without limitation, Project			
17	tasks, and deliverables. In the event of ambiguity, conflict, or inconsistent language, the			
18	order of precedence shall be (in descending order):			
19	a. Change orders and Amended Agreements (whichever occurs last);			
20	b. This Agreement;			
21	c. Exhibit "A;"			
22	d. Exhibit "B;"			
23	2. Shall ensure that the tasks identified in the SOW are completed.			
24	3. Agree to comply with, and be bound by all applicable federal, state, county,			
25	and local laws, rules, and regulations.			
26	4. Agrees to complete the SOW in accordance with the budget and schedule			
27	identified in Exhibit "B," which is incorporated herein by this reference as if set forth in full.			
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5. Shall complete and submit all reports, as required by the Caltrans Award 1 $\mathbf{2}$ Agreement 3 6. Agrees to comply with all the terms of this Agreement, the SOW, the Caltrans 4 Award Agreement, and all appropriate federal, state, and local laws, rules and regulations. 7. $\mathbf{5}$ Shall submit procurement documentation (e.g. request for proposals, 6 contracts, purchase orders), as appropriate, to the City showing that its normal procurement 7 policy and competitive bid process was used in procuring any subcontract(s) or provide the City with proof of SBCCOG approval of a sole source procurement. 8 9 8. Obligations under this Agreement shall be only be deemed discharged upon 10 Caltrans' acceptance of all deliverables contained in the SOW. 11 9. Shall provide the required Match Funds of \$49,960 consisting of local cash 12 and in-kind funds. 13 **ARTICLE 3 – CITY'S DUTIES** 141. Subject to the terms and conditions contained herein, the City will volunteer 15its services and resources (at no cost), to be the Grant Manager for the Grant Agreement. 16 2. The City shall receive and submit all reports completed by the SBCCOG, as 17required by the Caltrans Award Agreement, to Caltrans. 18 3. The City, as necessary, shall review any procurement documents, or third-19 party contracts for the Project to ensure that the grant funding agency's competitive bid 20 requirements have been met. 21 4. The City shall not be responsible for any match funds or In-kind funds or 22contributions. 23**ARTICLE 4 - PAYMENTS** 241. When the City received Grant Program reimbursement funds, the City shall 25forward the reimbursement funds to the SBCCOG for an amount not to exceed \$385,307. 262. Pursuant to the Grants' reimbursement and reporting requirements, the City 27shall report to Caltrans the required total project local match not to exceed \$49,960; or, 2811.47% of any (one) submitted invoice.

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

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

ARTICLE 5 - INVOICE

1. SBOCCG will prepare and submit to the City 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. Invoices will include percentage of local cash match of (.05735%) along with In-Kind Match Fund contribution reports. Advance payments by the City 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.

Not more frequently than once a month, but at least quarterly, SBCCOG will
 prepare and submit an invoice to the City 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.

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3. Eligible costs are described in the Grant Agreement.

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

24 5. SBCCOG should consult with Caltrans for questions regarding non-25 reimbursable expenses.

266.SBCCOG shall provide written notification to the City and the Caltrans' Project27manager regarding any changes to the SBCCOG's Project management team.

7. If any amounts paid to SBCCOG are disallowed or not reimbursed by Caltrans, for any reason, SBCCOG shall have the right, within 30 days from receipt of the City's

notice, to appeal and/or resubmit (pursuant to the Grant Agreement Guidelines) through
 the City, to Caltrans' for the disallowed or non-reimbursed amount(s).

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

9. The City shall make all disbursements electronically unless an exception is
 requested in writing. Disbursements via Automated Clearing House ("ACH") shall be made
 at no cost to SBCCOG. SBCCOG shall complete the ACH form and submit such to the City.

13 10. All requests for reimbursement shall be transmitted to the City Accounts
14 Payable Department using one of the following two options:

a. E-Mail: Ms. Luisana Gomez, Accounting Manager, Igomez@cityofinglewood.org Ref# and/or MOU#

b. Standard Mail: City of Inglewood, Attention: Luisana Gomez, Accounting
Manager, One West Manchester Boulevard, Inglewood, California 90301 Ref#
and/or Mou#. As copy of all Request of Reimbursement submittals shall also
be forwarded to David L. Esparza, City of Inglewood, Chief Financial Officer:
dlesparza@cityofinglewood.org

ARTICLE 6 – TERM

23The term of this Agreement shall commence on December 1, 2018, and terminate on24February 28, 2020.

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ARTICLE 7 – INDEMNIFICATION

SBCCOG shall indemnify, defend, and hold harmless the City 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.

2. The 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 the City'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 the City, its officer, agents,
or employees.

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 of 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 obligation under this Agreement.

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ARTICLE 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 SOW or Budget contained in the grant Agreement without prior written consent or approval by Caltrans and the City.

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ARTICLE 9 – REMEDIES

In the event of a default by SBCCOG (as defined in Section 8), the City 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 the City, the
 following remedies shall be available to the City:

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a. The City may terminate this Agreement;

b. The City may make a determination to make no further disbursements of Grant 1 $\mathbf{2}$ Program funds to SBCCOG; 3 c. The City may recover from SBCCOG any Grant Program funds paid to the SBCCOG; and/or 4 d. Any remedies Caltrans may have under the Grant Agreement. $\mathbf{5}$ 6 2. Effective upon receipt of written notice of termination from the City, SBCCOG 7 shall not undertake any new work or obligation with respect to this Agreement unless so approved by the City in writing. 8 9 3. Subject to the City's agreement providing prior written notice with a thirty (30) 10 day period to cure the default, the remedies described herein are non-exclusive. The City shall 11 have the right to enforce any and all rights and remedies herein or which may be now or 12hereafter available at law or in equity. 13 **ARTICLE 10 – TERMINATION** 141. If the City terminates this Agreement without cause prior to the end of the 15completion of the Project, SBCCOG shall take all reasonable measures to prevent further costs 16 to the City under this Agreement. The City shall be responsible for any reasonable and non-17cancelable obligations incurred by SBCCOG in the performance of this Agreement prior to the 18 date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement. 19 20 2. If SBCCOG fails to complete the Project in accordance with this Agreement or 21 the Grant Agreement, or fails to fulfill any other obligations of this Agreement prior to the 22termination date, SBCCOG shall be liable for immediate repayment to the City of all amounts 23disbursed by the City under this Agreement, plus accrued interest and any further costs related 24to the Project. Caltrans may, at its sole discretion, examine the extent of SBCCOG compliance 25and not require repayment for work partially completed. This paragraph shall not be deemed 26to limit any other remedies available to the City for breach of this Agreement. 273. Upon termination, SBCCOG shall deliver all records and reports and other 28deliverables required by this Agreement or the Grant Agreement up to the time of

1 || termination.

4. 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, the City shall be entitled to seek full
reimbursement for all costs and payments made on this Agreement.

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ARTICLE 11 – AUDIT PROVISIONS

1. 8 The City, in order to fulfill its responsibility, shall have the right to conduct 9 audits of the Project at its own expense, as needed, such as financial and compliance audits 10 and performance audits. SBCCOG shall establish and maintain proper accounting procedures 11 and cash management records and documents in accordance with generally accepted 12accounting principles ("GAAP") as applied to governmental agencies. SBCCOG shall reimburse 13 the City for any expenditure not in compliance with the SOW or other terms and conditions of 14 this Agreement, or other applicable requirements of the City. The City shall use the Federal 15Acquisition Regulations ("FAR") standards in determining the reasonableness of costs incurred. 16 The City shall have the right to conduct a final audit using an outside auditing firm. The 17findings of that City audit will be final

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2. SBCCOG shall retain all original records and documents related to the Project
19 for a period of three (3) years after final payment.

ARTICLE 12 – DISPUTES

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

ARTICLE 13 – COPYRIGHTS

SBCCOG reserves the right to protect by copyright original works developed under this
 Agreement.

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ARTICLE 14 – OTHER TERMS AND CONDITIONS

271.This Agreement, including any documents herein attached and incorporated28into this agreement, the Caltrans Award Agreement, the RFP and the Proposal constitute the

entire understanding between the City and SBCCOG, with respect to the subject matter herein.
 The Agreement shall not be amended, nor any provision or breach hereof waived, except in
 writing.

2. 4 SBCCOG shall expend Grant Program funds in the manner described in the SOW and the Caltrans Award Agreement. Should the total dollars of a line-item included in the $\mathbf{5}$ 6 budge contained within the Caltrans Award agreement need or be required to change 7 (increased or decreased) the SBCCOG shall notify Caltrans and the City in writing for 8 permission(s) to do so. Any subsequent revisions to the SOW, budget, or schedule will be 9 revised by the SBCCOG and submitted to Caltrans and the City for approval. Any adjustments 10 may not exceed the limits for the total Project Awards and Match Funds associated with the 11 Project.

3. Article titles, paragraph titles or captions contained herein are inserted as a
matter of convenience and for reference, and in no way define, limit, extend, or describe the
scope of this Agreement or any provision hereof.

ARTICLE 15 – NOTICE

16If notice to either Party is given, it shall be by personal delivery thereof or by17depositing same in United States Mail, enclosed in a sealed envelope postage prepaid and18return receipt requested and addressed as follows:

19 CITY: SBCCOG: Yvonne Horton, Jacki Bacharach, 20 City Clerk Executive Director 21City of Inglewood 20285 Western Avenue One Manchester Boulevard Suite 100 22Inglewood, California 90301-1750 Torrance, California 90501 23jacki@southbaycities.org WITH COPY TO: 24David L. Esparza, Chief Financial Officer One Manchester Boulevard 25Inglewood, California 90301 26Ref# and/or MOU# dlesparza@cityofinglewood.org 2728

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2	ARTICLE 16 – PROHIBITED INTERESTS		
3	No official, employee, or agent of the City, or the SBCCOG nor any member of their		
4	immediate families, shall have any direct or indirect interest in the contract.		
5	ARTICLE 17 – EQUAL EMPLOYMENT		
6	SBCCOG agrees that during the performance of this Agreement, it will not discriminate		
7	against any employee or applicant for employment because of race, color, religious creed,		
8	national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or		
9	marital status.		
10	ARTICLE 18 – CHANGES, AMENDMENTS AND MODIFICATIONS		
11	No change, amendment, or modification to this Agreement shall be effective unless in		
12	writing and signed by the Parties hereto.		
13	ARTICLE 19 – SEVERABILITY		
14	In the event that any condition or covenant herein is held to be invalid or void by any		
15	court of competent jurisdiction, the same shall be deemed severable from the remainder of		
16	the Agreement and shall in no way affect any other covenant or condition herein contained as		
17	long as the invalid provision does not render the Agreement meaningless with regard to a		
18	material term in which event the entire Agreement shall be void. If such condition, covenant,		
19	or other provision shall be deemed invalid due to its scope or breadth, such provision shall be		
20	deemed valid to the extent the scope or breadth is permitted by law.		
21	ARTICLE 20 – WAIVER		
22	Waiver by any party to this Agreement of any term, condition, or covenant of this		
23	Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by		
24	any party of any breach of the provisions of this Agreement shall not constitute a waiver of any		
25	other provision, or a waiver of any subsequent breach or violation of any provision of this		
26	Agreement. Acceptance by the City of any work or services by SBCCOG shall not constitute a		
27	waiver of any of the provisions of this Agreement.		
28	ARTICLE 21 – ENTIRE AGREEMENT		

This Agreement, including all Exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the SBCCOG and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties of their authorized representatives.

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ARTICLE 22 – GOVERNING LAW; VENUE

9 This Agreement shall be interpreted, construed, and governed according to the laws of 10 the State of California. In the event of litigation between the Parties, venue in state trial courts 11 shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 12 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United 13 States District Court, venue shall lie exclusively in the Central District of California, in Los 14 Angeles.

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ARTICLE 23 – MISCELLANEOUS

16 1. The Parties waive any benefits from the principle of *contra proferentum* and 17 interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this 18 Agreement, or of any particular provision or provisions, and no part of this Agreement shall be 19 construed against any party on the basis that the particular party is the drafter of any part of 20 this Agreement.

2. This Agreement may be executed in counterparts, and when each party hereto
has signed and delivered at least one such counterpart, each counterpart shall be deemed an
original and, when taken together with the other signed counterparts, shall constitute one
Agreement, which shall be binding upon and effective as to all parties hereto.

3. Article titles, paragraph titles or captions contained herein are inserted as a
matter of convenience and for reference, and in no way define, limit, extend, or describe the
scope of this Agreement or any provision hereof.

1	IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and				
1 2	year first above written.				
3		S COUNCIL OF			
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7	James T. Butts, Jr.,Jacki Bacharach,MayorExecutive Directo				
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