

# South Bay Cities Council of Governments

August 28, 2014

TO: SBCCOG Board of Directors

FROM: Steve Lantz, Transportation Manager

SUBJECT: Status of Measure R South Bay Highway Program (SBHP) Technical Assistance Funding Agreements for Metro 2015 Call for Projects Applications & Approval of Funding Agreement with Torrance

## ADHERENCE TO STRATEGIC PLAN:

***Goal A: Environment, Transportation and Economic Development.*** Facilitate, implement and/or educate members and others about environmental, transportation and economic development programs that benefit the South Bay.

## BACKGROUND

Local South Bay agencies are beginning preparation of project applications for Metro's 2015 Call for Projects. Metro requires Call for Projects (CFP) funding applications in some CFP categories to include a formal Project Study Report (PSR) if a project is on a state highway or a Project Study Equivalent (PSRE) if the project is on a city street. Because Caltrans typically requires 60 days to approve a PSR, the draft document must be submitted by the lead agency to Caltrans by October 31, 2014 to meet the January submittal deadline for Metro's 2015 CFP.

The SBCCOG has offered to provide SBHP funding assistance to interested local agencies that are preparing applications. Lead agencies are procuring and will manage consultant resources needed to complete the technical sections of their CFP applications. SBCCOG will reimburse the lead agencies for SBHP-eligible costs. The lead agencies were asked to request SBCCOG funding assistance for preparation of the applications and for the Metro-required local minimum matching funds by June 30, 2014. Exhibit 1 includes the final list of funding requests.

SBCCOG distributed a sample funding agreement in early July. Lead agencies are reviewing the sample agreement with their legal counsel and have been asked to submit final agreements to SBCCOG during August. At the July 24, 2014 meeting, the SBCCOG Board approved delegation of authority to approve execution of CFP-related funding agreements during August 2014 to the Measure R Oversight Committee or the Steering Committee.

Consistent with the delegation of authority approved by the SBCCOG Board on July 24, 2014, the Measure R Oversight Committee approved funding agreements with the Cities of Gardena, Hermosa Beach, and Lawndale. A funding agreement with the City of Manhattan Beach was approved by the Steering Committee on August 11, 2014. The funding agreement with the city of Torrance is on this agenda for approval. It is expected that no subsequent funding agreements will be considered since there would be insufficient time to prepare the PSR prior to the October 31 Caltrans submittal deadline.

## RECOMMENDATION

That the SBCCOG Board of Directors approves execution of attached CFP-related funding agreement between the SBCCOG and the City of Torrance for SBHP Task Order 2012-2.

**Reviewed and approved by Jacki Bacharach**

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

THIS FUNDING AGREEMENT is entered into this <DATE OF THE MONTH> day of <MONTH & YEAR> by and between the SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, a joint powers authority ("**SBCCOG**"), and the **CITY OF TORRANCE**, a municipal corporation ("**LEAD AGENCY**"). The Parties agree as follows:

1. **SBCCOG** agrees to award to **LEAD AGENCY** and **LEAD AGENCY** agrees to accept from **SBCCOG** the maximum award for the following eligible South Bay Highway Project Development projects:

	<b>Project Description</b>	<b>Maximum SBHP \$ Award</b>
<b>A.</b>	Hawthorne Boulevard Corridor Improvements PSR	\$70,000
<b>B.</b>	Sepulveda/Western Intersection Improvements PSR	\$80,000

The Parties agree that **LEAD AGENCY** will retain a qualified consultant to complete the related scopes of work for the projects listed above, and **SBCCOG** will reimburse eligible expenses for those services.

2. The period of this Funding Agreement extends from the date that this Funding Agreement becomes effective through the date this agreement expires <DATE>.
3. **LEAD AGENCY** must submit quarterly progress reports for each project funded under this agreement 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. **LEAD AGENCY** agrees to bill the SBCCOG for reimbursement for all work performed under this Funding Agreement up to the contracted amount through <DATE> unless a written extension is approved by the **SBCCOG**. It is understood that the SBCCOG will not reimburse expenses to the LEAD AGENCY until the SBCCOG is reimbursed by Metro.
5. As appropriate, LEAD AGENCY 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 LEAD AGENCY and its programs.
6. **LEAD AGENCY** agrees that **SBCCOG** may, at any time, audit any and all of **LEAD AGENCY'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 LEAD AGENCY 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 LEAD AGENCY 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 LEAD AGENCY fails to meet the requirements of this Agreement, LEAD AGENCY will be required to reimburse the SBCCOG all funds spent on the project.
9. Assignments of any or all rights, duties, or obligations of LEAD AGENCY under this Agreement will be permitted only with the express consent of SBCCOG.

10. **LEAD AGENCY** 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 **LEAD AGENCY** 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 **LEAD AGENCY** 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, **LEAD AGENCY** 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 **LEAD AGENCY** may be held responsible for payments of damages to persons or property resulting from **LEAD AGENCY'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 **LEAD AGENCY** 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:

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

**LEAD AGENCY**  
<NAME>  
Director of Public Works  
<ADDRESS>
  16. The effective date of this Funding Agreement is <DATE>.
- IN WITNESS WHEREOF, the parties hereto have caused this Funding Agreement to be executed on the day and year first written above.

**For LEAD AGENCY:**

\_\_\_\_\_  
<NAME>, City Manager or Equivalent

Approved as to Form:

<NAME>, Lead Agency Legal Counsel

By:

\_\_\_\_\_  
<NAME>,  
Assistant Lead Agency Legal Counsel

Attest:

\_\_\_\_\_  
<NAME>, City Clerk or Equivalent

**For SBCCOG:**

\_\_\_\_\_  
<NAME>, Chair

SBHP Funding Requests for 2015 Metro Call for Projects Application Technical Assistance and Local Matching funds

Updated 8.18.14

PROJECT	Technical Assistance Requested to prepare CFP App.	Minimum Local Match Requested	Local match funds required in Metro CFP Category	CFP Category	Estimated Total Project Cost	Funding Agreement Executed for Tech. Support
<b>EL SEGUNDO</b>						
Park Place Extension		✓	35%	RSTI	\$45 mill	N/A
<b>GARDENA</b>						
Redondo Beach Blvd Arterial Improvements from Crenshaw Blvd to Vermont Ave	✓	✓	35%	RSTI	\$3.6 mill	8/6/14
Crenshaw Blvd Arterial Improvements from Redondo Beach Blvd to El Segundo Blvd	✓	✓	35%	RSTI	\$1.926 mill	8/6/14
Artesia Blvd Arterial Improvements from Western Ave to Vermont Ave	✓	✓	35%	RSTI	\$3.119 mill	8/6/14
Normandie Ave Arterial Improvements from El Segundo Blvd to 177th Street	✓	✓	35%	RSTI	\$5.993 mill	8/6/14
Traffic Signal Reconstruction on Vermont at Redondo Beach Blvd and at Rosecrans Ave	✓	✓	35%	RSTI	\$1.793 mill	8/6/14
Park and Ride Lots* (Southwest corners of El Segundo Blvd at Vermont Ave and at Western Ave)	✓	✓	20%	TRANSIT CAPITAL IMPRVMENTS	\$3.513 mill	8/6/14
<b>HERMOSA BEACH</b>						
PCH/Aviation Mobility Improvements Project (on PCH from Artesia Blvd to Herondo Street and on Aviation Blvd from PCH and Prospect Ave)	✓	✓	20%	RSTI	\$26 mill	8/6/14
<b>LAWNDALE</b>						
Redondo Beach Blvd. Mobility Improvements from Prairie to Artesia	✓	✓	city requested about 13%	RSTI	\$5.832 mill	Will be executed between 8/19 and 8/28
<b>MANHATTAN BEACH</b>						
A single application and PSR for 7 intersections along Sepulveda Blvd corridor that were identified in the 2009 PCH Study conducted by SCAG and the SBCCOG (in order of priority): Sepulveda at Rosecrans Ave., Marine Ave. / Cedar Ave., Valley Dr., 33rd St., 30th St., 14th St., and 2nd St.	✓	✓	35%	RSTI	tbd in PSR	8/14/15
<b>TORRANCE</b>						
Western Ave at Sepulveda Blvd Intersection Improvements	✓	✓	35%	RSTI	\$6.898 mill	
<i>Same project but different funding alternative: To increase the application's ranking, the design of these two project can be separately funded through Measure R SBHP (approx. \$880K for Hawthorne Corridor and \$1,840 K for western/ Sepulveda) and then the following estimate is based on applying for ONLY construction for the Hawthorne Corridor project and ONLY construction and ROW for the Sepulveda/Western project.</i>	✓	✓	35%		\$5.058 mill	
Hawthorne Blvd Corridor Improvements (intersections of Lomita Blvd, Emerald, Spencer, and 182nd Streets)	✓	✓	35%		\$3.480 mill	
<i>Same project but different funding alternative: To increase the application's ranking, the design of these two project can be separately funded through Measure R SBHP (approx. \$880K for Hawthorne Corridor and \$1,840 K for western/ Sepulveda) and then the following estimate is based on applying for ONLY construction for the Hawthorne Corridor project and ONLY construction and ROW for the Sepulveda/Western project.</i>	✓	✓	35%		\$2.6 mill	

NOTE: Estimated total project costs are initial estimates that will be modified following preparation of the PSR / PSRE. Project costs may have to be reduced to stay within the funding cap in the Metro CFP category or to reflect the actual Metro funding award amount. SBHP matching funds will be determined once CFP projects are awarded and will not exceed the minimum required local match for the Metro funding awarded. A funding agreement for technical assistance in the preparation of a CFP application will be executed between the lead agency and SBCCOG once the lead agency selects its PSR / PSRE consultant and confirms the cost of the services as determined by the lead agency's procurement process.