

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

THIS FUNDING AGREEMENT is entered into this ____ day of _____, 2014, by and between the SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, a joint powers authority ("**SBCCOG**"), and the CITY OF MANHATTAN BEACH, a General Law City, agency and 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 of Fifty Thousand Dollars (\$50,000). The Parties agree that **LEAD AGENCY** will retain a qualified consultant to perform all necessary tasks related to preparing and submittal of a Call for Projects (CFP) application for the 2015 Metro Call for Projects which include but not limited to:
 - Review the existing 2009 Pacific Coast Highway Study Report (This 2009 PCH Study Report can be used as base for PSR/PSRE.)
 - Prepare a Project Study Report (PSR) or a Project Study Report Equivalent (PSRE) per Caltrans Standards for the CFP application. Obtain approval of the PSR/PSRE from Caltrans.
 - Prepare a Cost Estimate and Schedule for the CFP application.
 - Prepare and process the 2015 Metro Call for Projects application per MTA's CFP requirements until the final selection by Metro is completed.and **SBCCOG** will pay 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 on December 31, 2015.
3. **LEAD AGENCY** must submit quarterly progress reports to **SBCCOG**, due no later than the 10th 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 December 31, 2015 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

Tony Olmos
Director of Public Works
1400 Highland Avenue
Manhattan Beach, CA 90266

16. The effective date of this Funding Agreement is _____, 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 LEAD AGENCY:

Mark Danaj, City Manager

Approved as to Form:
Quinn Barrow, Lead Agency Legal Counsel

By: _____
Quinn Barrow,
City Attorney

Attest:

Liza Tamura, City Clerk

For SBCCOG:

James F. Goodhart, Chair