

TRANSMITTAL #2

FUNDING AGREEMENT BETWEEN
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
AND
CITY OF LOS ANGELES - HARBOR DEPARTMENT
(PORT OF LOS ANGELES)

**FUNDING AGREEMENT BETWEEN
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
AND
CITY OF LOS ANGELES – HARBOR DEPARTMENT (PORT OF LOS ANGELES)**

THIS FUNDING AGREEMENT is entered into this ___ day of _____ 2015 by and between the SOUTH BAY CITIES COUNCIL OF GOVERNMENTS, a joint powers authority ("SBCCOG"), and the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners (PORT OF LOS ANGELES). The Parties agree as follows:

1. **SBCCOG** agrees to award to **PORT OF LOS ANGELES**, and **PORT OF LOS ANGELES** agrees to accept from **SBCCOG** the maximum award of \$1,000,000. The Parties agree that **PORT OF LOS ANGELES** will retain a qualified consultant to assist the with the pre-final design phase of the **SR 47/Vincent Thomas Bridge at Front Street/Harbor Boulevard Interchange Reconfiguration** project (see Attachment A - Project Description). The **SBCCOG** will pay for those services performed by the consultant retained by the **PORT OF LOS ANGELES**, and will include the following work elements:
 - Caltrans Project Study Report (PSR)-Project Development Support (PDS)
 - Caltrans Project Report (PR), including Geometric Approval Drawings
 - Environmental Documentation (ED)
2. The period of this Funding Agreement extends 48 months from the date that this Funding Agreement becomes effective.
3. **PORT OF LOS ANGELES** should 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. **PORT OF LOS ANGELES** agrees to bill the SBCCOG for reimbursement for all work performed under this Funding Agreement up to the contracted amount through the termination date of this agreement, unless a written extension is approved by the **SBCCOG**. It is understood that the SBCCOG will not reimburse expenses to the **PORT OF LOS ANGELES** until the SBCCOG is reimbursed by Metro.
5. As appropriate, **PORT OF LOS ANGELES** 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 **PORT OF LOS ANGELES** and its programs.
6. **PORT OF LOS ANGELES** agrees that **SBCCOG** may, at any time, audit any and all of **PORT OF LOS ANGELES'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 **PORT OF LOS ANGELES** 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 **PORT OF LOS ANGELES** 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 **PORT OF LOS ANGELES** fails to meet the requirements of this Agreement, **PORT OF LOS ANGELES** will be required to reimburse the SBCCOG all funds spent on the project.
9. Assignments of any or all rights, duties, or obligations of **PORT OF LOS ANGELES** under this Agreement will be permitted only with the express consent of SBCCOG.
10. **PORT OF LOS ANGELES** agrees to indemnify 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 **PORT OF LOS ANGELES** 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 **PORT OF LOS ANGELES** 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:

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- 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, **PORT OF LOS ANGELES** 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 **PORT OF LOS ANGELES** may be held responsible for payments of damages to persons or property resulting from **PORT OF LOS ANGELES'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 **PORT OF LOS ANGELES** 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 is 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
- PORT OF LOS ANGELES**
EUGENE D. SEROKA
Executive Director
425 S. Palos Verdes Street, San Pedro, CA 90731
16. The effective date of this Funding Agreement is _____, 2015

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused this Funding Agreement to be executed on the day and year first written above.

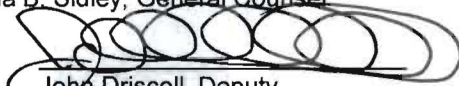
THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners

Date: _____, 2015

By: _____
Eugene D. Seroka
Executive Director

Attest: _____
Secretary

APPROVED AS TO FORM AND LEGALITY:
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By: 
John Driscoll, Deputy

Date: 2/12, 2015

For SBCCOG:

Hon. James F. Goodhart Chair
Councilmember, City of Palos Verdes Estates

Attachment A: Project Description
SR 47/Vincent Thomas Bridge at Front Street/Harbor Boulevard Interchange Reconfiguration

Board issues associated with this rail spur removal

- Relocation of existing public dog park (new location to be determined by the Port)
- Removal of existing Port police dog training area
- Possible minor modification of existing Port cruise terminal truck inspection facility (located adjacent to Port police dog training area)

Apart from the Caltrans facilities located on State right-of-way, the POLA owns all other ROW needed for the project, including the facilities listed above.

Project Need

The Ports of Los Angeles/Long Beach (POLA/POLB) handled 14.6 million twenty-foot equivalent units (TEUs) in 2014. By 2035, the Ports are projected to handle 36 million TEUs. The SR 47-Vincent Thomas Bridge/Harbor Boulevard-Front Street Interchange is a crucial transportation project serving the ports and the region. The poor operating conditions are expected to deteriorate within the next 20 years as determined in numerous recent environmental impact documents for proposed Port projects.

Project Purpose:

- Eliminates a non-standard weave on the existing off-ramp (weave with the abutting EB SR 47 off-ramp), which has a significant truck proportion and causes: significant delay, upstream ramp queues onto I-110 and SR 47, and accident potential
- Improves ramp terminal intersection operating conditions from unacceptable to acceptable LOS (these poor conditions will be exacerbated with expected increases in port and non-port (Ports of Call, LA Cruise facility, and San Pedro community) traffic
- Improves the non-standard EB on-ramp merge

This project will reduce delay, potential for accidents/non-recurrent congestion, and emissions.