



San Gabriel Valley Council of Governments

REVISED NOTICE OF THE SPECIAL MEETING OF THE CITY MANAGERS' STEERING COMMITTEE

Date: Wednesday, July 12, 2017 – 12 noon

**Location: Foothill Transit Office
(100 S. Vincent Ave., Suite 200, West Covina, CA)**

Chair
Dominic Lazzaretto
Arcadia

Vice-Chair
Tony Ramos
Claremont

Immediate Past-Chair
Chris Jeffers
Glendora

Northeast Representatives
Troy Butzlaff
Azusa
Bob Russi
La Verne

Southeast Representatives
Brian Saeki
Covina
Linda Lowry
Pomona

Central Representatives
Shannon Yauchzee
Baldwin Park
Chris Freeland
West Covina

Southwest Representatives
Mark Yokoyama
Alhambra
Bryan Cook
Temple City

Northwest Representatives
Darrell George
Duarte
Oliver Chi
Monrovia

Thank you for participating in the City Managers' Steering Committee meeting. The City Managers' Steering Committee encourages public participation and invites you to share your views on agenda items.

MEETINGS: *Regular Meetings of the City Managers' Steering Committee are held on the first Wednesday of each month at 12:00 noon at the Foothill Transit Office (100 S. Vincent Ave., Suite 200 West Covina, CA 91790.* The City Managers' Steering Committee agenda packet is available at the San Gabriel Valley Council of Government's (SGVCOG) Office, 1000 South Fremont Avenue, Suite 10210, Alhambra, CA, and on the website, www.sgvcog.org. Copies are available via email upon request (sgv@sgvcog.org). Documents distributed to a majority of the Committee after the posting will be available for review in the SGVCOG office and on the SGVCOG website. Your attendance at this public meeting may result in the recording of your voice.

CITIZEN PARTICIPATION: Your participation is welcomed and invited at all City Managers' Steering Committee meetings. Time is reserved at each regular meeting for those who wish to address the Committee. SGVCOG requests that persons addressing the Committee refrain from making personal, slanderous, profane or disruptive remarks.

TO ADDRESS THE CITY MANAGERS' STEERING COMMITTEE: At a regular meeting, the public may comment on any matter within the jurisdiction of the Committee during the public comment period and may also comment on any agenda item at the time it is discussed. At a special meeting, the public may only comment on items that are on the agenda. Members of the public wishing to speak are asked to complete a comment card or simply rise to be recognized when the Chair asks for public comments to speak. We ask that members of the public state their name for the record and keep their remarks brief. If several persons wish to address the Committee on a single item, the Chair may impose a time limit on individual remarks at the beginning of discussion. **The City Managers' Steering Committee may not discuss or vote on items not on the agenda.**

AGENDA ITEMS: The Agenda contains the regular order of business of the City Managers' Steering Committee. Items on the Agenda have generally been reviewed and investigated by the staff in advance of the meeting so that the City Managers' Steering Committee can be fully informed about a matter before making its decision.

CONSENT CALENDAR: Items listed on the Consent Calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion on these items unless a Committee member or citizen so requests. In this event, the item will be removed from the Consent Calendar and considered after the Consent Calendar. If you would like an item on the Consent Calendar discussed, simply tell Staff or a member of the Committee.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 457-1800. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.



PRELIMINARY BUSINESS

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment (*If necessary, the Chair may place reasonable time limits on all comments*)
5. Changes to Agenda Order: Identify emergency items arising after agenda posting and requiring action prior to next regular meeting

CONSENT CALENDAR

6. City Managers' Steering Committee Minutes
Recommended Action: Approve City Managers' Steering Committee Minutes.

ACTION ITEMS

7. Extension of Lease
Recommended Action: Recommend Governing Board authorize Executive Director to execute a six month extension of the SGVCOG's office lease, through June 30, 2018.
8. Contract with San Gabriel Valley Economic Partnership (SGVEP)
Recommended Action: Recommend Governing Board authorize Executive Director to execute a one year contract with the SGVEP for an amount not to exceed \$100,000 to support Commercial Property Assessed Clean Energy (PACE) outreach.
9. Metro Open Streets Grant Program
Recommended Actions: Recommend Governing Board authorize the Executive Director to execute the following agreements: 1) contract with the Los Angeles County Metropolitan Transportation Authority (Metro) for \$596,000 to execute an open streets event on April 22, 2018; 2) contract with Ciclavia in an amount not to exceed \$325,000 for production of the event; and 3) Memorandums of Understanding (MOUs) with the cities of San Dimas, La Verne, Pomona and Claremont for public safety, traffic controls and other support services.
10. Salary Resolution
Recommended Actions: Recommend Governing Board adopt Resolution 17-29 updating the salary and classification system.
11. Contract for Metro Board of Director Support Services
Recommended Action: Recommend Governing Board authorize Executive Director to execute a two-year contract with Mary Lou Echternach for an amount not to exceed \$126,000 in FY 17-18.

DISCUSSION ITEMS

12. Ad Hoc ACE/ Large Capital Projects Committee Report
Recommended Action: For information only.
13. Los Angeles Community Choice Energy (LACCE) JPA
Recommended Action: For information only.

UPDATE ITEMS

14. ACE Construction Authority – Oral Report
Recommended Action: For information only.
15. Executive Director's Monthly Report – Oral Report
Recommended Action: For information only.

CLOSED SESSION

16. PUBLIC EMPLOYMENT: Titles: Executive Director, Assistant Executive Director pursuant to California Government Code section 54957

DL COMMITTEE MEMBER ITEMS

ANNOUNCEMENTS

ADJOURN



SGVCOG City Managers' Steering Committee Unapproved Minutes
June 7, 2017
12:00 Noon
Foothill Transit

1. Call to order. The meeting was called to order at 12:05 PM.
2. Pledge of Allegiance.
3. Roll Call

Members Present:

Alhambra, M. Yokoyama
 Arcadia, D. Lazzaretto
 Baldwin Park, S. Yauchzee
 Claremont, T. Ramos
 Duarte, D. George
 La Canada Flintridge, M. Alexander
 La Verne, B. Russi
 Pomona, L. Lowry
 West Covina, C. Freeland

Members Absent:

Diamond Bar
 Glendora
 Monrovia
 Temple City

SGVCOG Staff/Guests:

Phil Hawkey, Executive Director
 M. Creter, Staff
 E. Wolf, Staff

C. Cruz, Staff
 M. Christoffels, ACE
 K. Kearney, Bradbury

4. Public Comment.
 J. Torres, SCE, distributed and discussed a white paper detailing how customers will interact with the electrical grid in the future. The paper considers the ever-increasing number of renewables and the choices that customers have in their sources of power.
5. Changes to Agenda Order.
 There were no changes to the agenda order.

CONSENT CALENDAR

6. City Managers' Steering Committee Minutes
There was a motion to approve the consent calendar (M/S: C. Freeland/T. Ramos).

[MOTION PASSES]

AYES:	Alhambra, Arcadia, Baldwin Park, Claremont, Duarte, La Canada Flintridge, La Verne, Pomona, West Covina
NOES:	
ABSTAIN:	
ABSENT:	Diamond Bar, Glendora, Monrovia, Temple City

ACTION ITEMS

7. FY 2017-18 Chair and Vice-Chair
 D. Lazzaretto was nominated as Chair and T. Ramos as Vice Chair of the City Managers Steering Committee and TAC for FY 2017-18.

There was a motion to accept the nominations (M/S: D. George/T. Ramos).

[MOTION PASSES]

AYES:	Alhambra, Arcadia, Baldwin Park, Claremont, Duarte, La Canada Flintridge, La Verne, Pomona, West Covina
NOES:	
ABSTAIN:	
ABSENT:	Diamond Bar, Glendora, Monrovia, Temple City

8. FY 2017-18 ACE Budget

M. Christoffels reviewed the ACE Budget for 2017-2018 and presented an update on current and future projects.

There was a motion to recommend that the Governing Board approve the ACE budget. (M/S: L. Lowry/S. Yauchzee).

[MOTION PASSES]

AYES:	Alhambra, Arcadia, Baldwin Park, Claremont, Duarte, La Canada Flintridge, La Verne, Pomona, West Covina
NOES:	
ABSTAIN:	
ABSENT:	Diamond Bar, Glendora, Monrovia, Temple City

9. FY 2016-17 Budget Amendment #3

M. Creter reviewed the budget amendments.

There was a motion to recommend that the Governing Board approve the COG budget amendments. (M/S: T. Ramos/L. Lowry).

[MOTION PASSES]

AYES:	Alhambra, Arcadia, Baldwin Park, Claremont, Duarte, La Canada Flintridge, La Verne, Pomona, West Covina
NOES:	
ABSTAIN:	
ABSENT:	Diamond Bar, Glendora, Monrovia, Temple City

DISCUSSION ITEMS

10. Ad Hoc ACE/ Large Capital Projects Committee Draft Report

P. Hawkey reviewed the report submitted by the Ad Hoc Committee, as well as the parallel report by the Executive Committee. Members discussed both reports and there was consensus that joining ACE and COG in a two-step process over an 18-month period would be disruptive and divisive. Immediately and completely joining both organizations at one time eliminates the requirement to get approval from all city councils twice. There was a recommendation that the City Managers' Steering Committee endorse the Executive Committee's parallel report and that a member appear before the June Governing Board meeting to speak in support of this plan.

There was a motion to support the Executive Committee report (M/S: L. Lowry/B. Russi).

11.

[MOTION PASSES]

AYES:	Alhambra, Arcadia, Baldwin Park, Claremont, La Canada Flintridge, La Verne, Pomona, West Covina
NOES:	
ABSTAIN:	Duarte
ABSENT:	Diamond Bar, Glendora, Monrovia, Temple City

12. Treasurer's Report

P. Hawkey discussed the Treasurer's Report.

13. Contract with LA County to Support Commercial Property Assessed Clean Energy (PACE) Program Outreach
M. Creter reviewed the County's proposal to enter into an MOU or contract with COG to provide outreach for the PACE program to commercial customers. COG would execute this in conjunction with the Economic Partnership.

UPDATE ITEMS

14. ACE Construction Authority – Oral Report
There was no further report.
15. Executive Director's Monthly Report – Oral Report
The July CM meeting was changed from July 5th to the 12th.
The ED updated the committee on topics and speakers for the General Assembly.
There will be a presentation to the July Governing Board on the impacts of Propositions 47/57 and AB 109.
Metro has issued amendments to the Measure M Guidelines taking into consideration the suggestions that the SGVCOG submitted.
The ED updated efforts to fund a San Gabriel Valley Homeless Coordinator within the COG under Measure H.

COMMITTEE MEMBER ITEMS

ANNOUNCEMENTS

D. George announced the CM workshop and luncheon on June 21st. He distributed flyers.

ADJOURN

The meeting adjourned at 1:37 P.M.

REPORT

DATE: July 10, 2017

TO: Executive Committee
City Managers' Steering Committee
SGVCOG Governing Board Delegates and Alternates

FROM: Phil Hawkey, Executive Director

RE: **SIX-MONTH EXTENSION OF OFFICE LEASE**

RECOMMENDED ACTION

Recommend Governing Board to authorize Executive Director to execute a six-month extension of the San Gabriel Valley Council of Government (SGVCOG) office lease with "The Alhambra" through June 30, 2018.

BACKGROUND

On January 1, 2013, the SGVCOG entered a Second Amendment to Office Lease with The Alhambra Office Community LLC, extending the lease five more years. The term will expire on December 31, 2017 (See Attachment A).

While the decision of a potential merger of SGVCOG and Alameda Corridor East Construction Authority (ACE) is being considered, a six-month extension will allow both agencies to better prepare for the possibility of an office relocation and/or any tenant improvements if needed. The Alhambra Office Community, LLC submitted a Letter of Intent for the six-month period. (See Attachment B).

LEASE TERMS

Lease Term: Six (6) months commencing on January 1, 2018 through June 30, 2018.
Base Rate: \$2.43 per rentable square foot per month, on a full service gross basis (3% increase from the last month of existing term)
Current Rate: \$2.36 x 2,326 sq. ft.= \$5,489.36
Proposed Rate: \$2.43 x 2,326 sq. ft.= \$5,652.18

Additional Fees:
Building Operating and Property Tax Expenses (pursuant to the existing lease):
\$494.29 per month

Prepared by: Stefani Hernandez
Stefani Hernandez
Project Assistant

Approved by: Marisa Creter
Marisa Creter
Assistant Executive Director

ATTACHMENTS

- Attachment A- Current Lease
- Attachment B- Letter of Intent

ORIGINAL

1 **SECOND AMENDMENT TO OFFICE LEASE**
 2 **BETWEEN**
 3 **THE ALHAMBRA OFFICE COMMUNITY, LLC**
 4 **AND**
 5 **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

6
 7
 8 **THIS SECOND AMENDMENT TO OFFICE LEASE** (this “**Amendment**”) is made
 9 as of January 1, 2013, by and between **THE ALHAMBRA OFFICE COMMUNITY, LLC**, a
 10 Delaware limited liability company (“**Landlord**”), and **SAN GABRIEL VALLEY COUNCIL**
 11 **OF GOVERNMENTS**, a ~~Joint Powers Authority~~ (“**Tenant**”).

12 **RECITALS**

13 **WHEREAS**, Landlord and **ARROYO ASSOCIATES, INC.**, a California corporation
 14 (“**Arroyo**”), are parties to that certain Office Lease dated February 18, 2011, as amended by that
 15 certain First Amendment to Office Lease dated June 27, 2011 (collectively, the “**Lease**”) with
 16 respect to certain premises located at the office building project located at 1000 South Fremont
 17 Avenue, Alhambra, California (the “**Complex**”).

18 **WHEREAS**, pursuant to the Lease, Arroyo leases from Landlord certain premises
 19 consisting of approximately 2,326 rentable square feet located on the second (2nd) floor of
 20 Building A10C in the Complex (the “**Premises**”).

21 **WHEREAS**, pursuant to that certain Assignment and Assumption of Lease dated
 22 January 1, 2013 (“**Assignment and Assumption Agreement**”), Arroyo, as “**Assignor**”, assigned
 23 all of its right, title and interest in and to the Lease to Tenant, as “**Assignee**”.

24 **WHEREAS**, Landlord and Tenant desire to amend the Lease to extend the Term of the
 25 Lease and modify other provisions of the Lease, all as more particularly set forth herein.

26 **NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and
 27 for other good and valuable consideration, the receipt and sufficiency of which is hereby
 28 acknowledged, Landlord and Tenant agree that the Lease is amended as follows:

29 **1. DEFINED TERMS.** Capitalized terms used and not otherwise defined herein shall
 30 have the same meanings ascribed to them in the Lease.

31 **2. TERM OF THE LEASE.** Effective as of the date hereof, the Term of the Lease is
 32 hereby extended for an additional period of five (5) years (the “**Extended Term**”), so that the
 33 Extended Term shall commence on January 1, 2013 (“**Revised Lease Commencement Date**”)
 34 and expire, unless terminated sooner pursuant to the terms of the Lease, on December 31, 2017
 35 (“**Revised Lease Expiration Date**”). All references to “**Lease Term**” in the Lease and this

36 Amendment shall be deemed references to the Term as extended by this Amendment and all
 37 references to "**Lease Expiration Date**" shall be deemed references to the Revised Lease
 38 Expiration Date.

39 **3. CONDITION OF THE PREMISES.** Landlord shall have no obligation whatsoever to
 40 construct leasehold improvements for Tenant or to repair or refurbish the Premises. The taking
 41 of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the
 42 same "**AS IS**" and that the Premises is suited for the use intended by Tenant and was in good and
 43 satisfactory condition at the time such possession was taken. Tenant acknowledges that neither
 44 Landlord nor Landlord's agents has made any representation or warranty as to the condition of
 45 the Premises or the Building or its suitability for Tenant's purposes. Tenant represents and
 46 warrants to Landlord that (a) its sole intended use of the Premises is for uses set forth in Article 5
 47 of the Lease, (b) it does not intend to use the Premises for any other purpose, and (c) prior to
 48 executing this Amendment it has made such investigations as it deems appropriate with respect
 49 to the suitability of the Premises for its intended use and has determined that the Premises is
 50 suitable for such intended use.

51 **4. BASE RENT.** Effective as of the Revised Lease Commencement Date and in
 52 addition to Direct Expenses and all other costs and expenses payable by Tenant pursuant to the
 53 Lease, Tenant shall pay the following Base Rent for the Premises, in accordance with the terms
 54 of Article 3 of the Lease.

<u>PERIOD</u>	<u>MONTHLY INSTALLMENT OF BASE RENT</u>	<u>ANNUAL BASE RENT</u>	<u>MONTHLY RENTAL RATE PER RENTABLE SQUARE FOOT</u>
1/1/13 – 12/31/13	\$4,884.60	\$58,615.20	\$2.10
1/1/14 – 12/31/14	\$5,024.16	\$60,289.92	\$2.16
1/1/15 – 12/31/15	\$5,163.72	\$61,964.64	\$2.22
1/1/16 – 12/31/16	\$5,326.54	\$63,918.48	\$2.29
1/1/17 – 12/31/17	\$5,489.36	\$65,872.32	\$2.36

55
 56 **5. ADDITIONAL RENT.** Effective as of the Revised Lease Commencement Date,
 57 Direct Expenses for the Premises shall be calculated using a 2013 Base Year. Accordingly, in
 58 addition to Base Rent for the Premises set forth in Section 4 of this Amendment and
 59 commencing as of January 1, 2014, Tenant shall pay Tenant's Share (0.252%) of Direct
 60 Expenses with respect to the Premises in excess of the Direct Expenses for the 2013 Base Year.

61 Landlord agrees that in calculating the Excess pursuant to Article 4 of the Lease,
 62 that portion of Direct Expenses which are controllable by Landlord (specifically excluding Tax
 63 Expenses, insurance premiums, costs of utilities and costs resulting from changes in applicable
 64 laws, rules, regulations or ordinances) shall not increase by more than five percent (5%) per year,
 65 on a collective and not a per-item basis, compounded annually, over the amount of such
 66 controllable Direct Expenses for the Base Year. Such cap is cumulative and the unused portion
 67 of a year's cap may be carried forward to absorb any future Direct Expenses that would
 68 otherwise be in excess of the cap. Further, any Direct Expense amount which is in excess of the

69 cap in one year may be carried forward by Landlord and recovered in later years if and to the
70 extent the cap for such later years is not exceeded.

71 **6. ADDITIONAL TENANT IMPROVEMENT ALLOWANCE.** Tenant shall not be
72 obligated, during the Extended Term, to pay the amortization of Additional Allowance in the
73 amount of \$140.46 per month.

74 **7. ADDRESS.** Section 29.19 of the Lease is amended to provide that notices to
75 Tenant shall be given at the following address:

<u>Address of Tenant:</u>	San Gabriel Valley Council of Governments 1000 South Fremont Avenue, Building A10C, Suite 10210 Alhambra, California 91803 Attn: Francis Delach
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77 **8. BROKERS.** Tenant represents and warrants to Landlord that it has not engaged
78 any broker, finder or other person who would be entitled to any commission or fees in respect of
79 the negotiation, execution or delivery of this Amendment, and shall indemnify, defend and hold
80 harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of
81 any claim asserted by any such broker, finder or other person, including CB Richard Ellis, Inc.
82 ("**Landlord's Broker**") on the basis of any arrangements or agreements made or alleged to have
83 been made by or on behalf of Tenant. Landlord's Broker and Tenant's Broker shall each be
84 compensated pursuant to the terms of separate express written agreements specifying the
85 commission amounts and the terms of payment.

86 **9. CONTINUING EFFECTIVENESS.** The Lease, except as amended hereby, remains
87 unamended, and, as amended hereby, remains in full force and effect.

88 **10. COUNTERPARTS.** This Amendment may be executed in counterparts, each of
89 which shall constitute an original, and all of which, together, shall constitute one document.

90 **11. EXECUTION BY BOTH PARTIES.** Submission of this instrument for examination
91 or signature by Tenant does not constitute a reservation of or option to lease, and it is not
92 effective as an amendment to lease or otherwise until execution by and delivery to both Landlord
93 and Tenant, and execution and delivery hereof.

94 **12. AUTHORIZATION.** The parties signing on behalf of Tenant each hereby represents
95 and warrants that such party has the capacity set forth on the signature pages hereof as has full
96 power and authority to bind Tenant to the terms hereof. Two (2) authorized officers must sign
97 on behalf of the Tenant and this Amendment must be executed by the president or vice-president
98 and the secretary or assistant secretary of Tenant, unless the bylaws or a resolution of the board
99 of directors shall otherwise provide. In such case, the bylaws or a certified copy of the resolution
100 of Tenant, as the case may be, must be furnished to Landlord.

101 (SIGNATURES ON NEXT PAGE)

102 IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the
103 date first above written.

"LANDLORD"

"TENANT"

**THE ALHAMBRA OFFICE
COMMUNITY, LLC,**
a Delaware limited liability company

**SAN GABRIEL VALLEY COUNCIL
OF GOVERNMENTS,**
a Joint Powers Authority

By: **AIGGRE-TRC Alhambra Stabilized
Project, LLC,**
a Delaware limited liability company,
its Sole Member

By:  _____

Print Name: Francis Delach

By: **AIGGRE-TRC Alhambra, LLC,**
a Delaware limited liability company,
its Sole Member

Title: Interim Executive Director

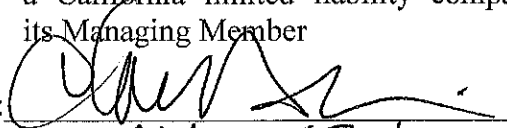
By: **Ratkovich 1000, LLC,**
a California limited liability company,
its Administrative Member

By: _____

Print Name: _____

By: **Ratkovich Investment Company, LLC,**
a California limited liability company,
its Managing Member

Title: _____

By:  _____
Print Name: CLAUDE DE RIVERT
Title: COO / EVP / MEMBER

104

ORIGINAL

ASSIGNMENT AND ASSUMPTION OF LEASE

This **ASSIGNMENT AND ASSUMPTION OF LEASE** (“Assignment and Assumption”) is dated for reference purposes as of January 1, 2013, and is made by and between **ARROYO ASSOCIATES, INC.**, a California corporation (“Assignor”) and **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, a Joint Powers Authority** (“Assignee”).

A. **THE ALHAMBRA OFFICE COMMUNITY, LLC**, a Delaware limited liability company, (“Landlord”) and Assignor entered into that certain Office Lease dated February 18, 2011 (“Lease”) pursuant to which Landlord leased Tenant certain premises (“Premises”) comprising a portion of the second (2nd) floor containing approximately 2,326 rentable square feet, as more particularly described in the Lease, in Building A 10C of the office building project located at 1000 South Fremont Avenue, Alhambra, California (the “Complex”).

B. Assignor now desires to assign the Lease to Assignee and Assignee desires to accept the assignment thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Assignment and Assumption.** Assignor hereby grants, conveys and assigns to Assignee, effective as of the Assignment Date (as hereinafter defined), all of Assignor’s right, title and interest in and to the Lease, and Assignee hereby assumes and agrees to perform faithfully and to be bound by all of the terms, covenants, conditions, provisions and agreements of the Lease accruing after the Assignment Date. Effective as of the Assignment Date, Assignor shall be released and discharged from any and all liabilities under the Lease accruing from and after the Assignment Date, it being the intent of the parties hereto that Assignor shall remain liable for all of its obligations under the Lease that shall have accrued prior to the Assignment Date.

2. **Assignment Date.** The term “Assignment Date” shall mean the date that Assignor and Assignee shall have fully executed this Assignment and Assumption and obtained Landlord’s consent to this Assignment and Assumption. Notwithstanding anything to the contrary contained herein, this Assignment and Assumption shall be of no force and effect unless and until such time as Landlord executes a consent form acceptable to Landlord, Assignor and Assignee.

3. **Assignor’s Representations.**

a. Assignor represents and warrants, to the best of its actual knowledge, that the Lease is in full force and effect, that Assignor’s interest is free and clear of all encumbrances, and that Assignor has fully performed all covenants and obligations under the Lease.

41 b. Assignor represents and warrants that it has not executed any sublease or
42 prior assignment of the Lease.

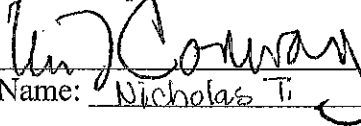
43 4. **Miscellaneous.** This Assignment shall bind, and shall inure to the benefit of, the
44 successors and assigns of the parties hereto. This Assignment may be executed in counterparts
45 with the same force and effect as if the parties had executed one instrument, and each such
46 counterpart shall constitute an original hereof. This Assignment shall be governed and construed
47 in accordance with the laws of the State of California. The prevailing party in any action or
48 proceeding arising out of this Assignment shall be entitled to recover all costs and expenses
49 including reasonable attorneys' fees, incurred in connection with such action or proceeding.

50 **IN WITNESS WHEREOF**, this Assignment has been executed the day and year set
51 forth above.

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ASSIGNOR:

ARROYO ASSOCIATES, INC.,
a California corporation

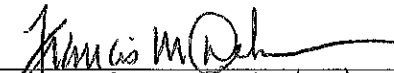
By: 
Print Name: Nicholas T. Conway
Title: _____

By: _____
Print Name: _____
Title: _____

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ASSIGNEE:

**SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS,**
a California Joint Powers Authority

By: 
Print Name: Francis M. Delach
Title: Interim Executive Director

74 **LANDLORD'S CONSENT**

75
76 The undersigned, in its capacity as landlord ("**Landlord**") under that certain Office
77 Building Lease, dated February 18, 2011, by and between Landlord and Assignor, as tenant (as
78 heretofore amended, the "**Lease**"), hereby consents to the assignment of Assignor's interest in
79 the Lease on the terms, covenants and conditions set forth in the Assignment and Assumption,
80 dated as of even date hereof and to which this Landlord's Consent is attached (the
81 "**Assignment**"), by and between Assignor and Assignee.

82 By giving its consent to the Assignment and Assumption, Landlord does not waive its
83 right to consent to any further sublease or assignment of the Lease. Nothing in this Landlord's
84 Consent shall be construed as relieving or releasing Assignor from any of its obligations or
85 liabilities under the Lease that shall have accrued prior to the Assignment Date, it being
86 expressly understood that Assignor shall be relieved and discharged from any and all liabilities
87 under the Lease accruing from and after the Assignment Date.

Dated this 1st day of January, 2013.

LANDLORD:

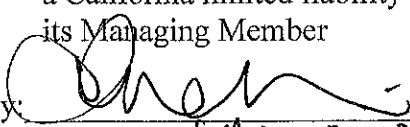
**THE ALHAMBRA OFFICE
COMMUNITY, LLC,**
a Delaware limited liability company

By: **AIGGRE-TRC Alhambra Stabilized
Project, LLC,**
a Delaware limited liability company,
its Sole Member

By: **AIGGRE-TRC Alhambra, LLC,**
a Delaware limited liability company,
its Sole Member

By: **Ratkovich 1000, LLC,**
a California limited liability company,
its Administrative Member

By: **Ratkovich Investment Company,
LLC,**
a California limited liability company,
its Managing Member

By: 
Print Name: CLAUDE DEBULLERE
Title: COO / EVP / MEMBER

88

COMMERCIAL REAL ESTATE SERVICES

Kevin Duffy
Senior Vice President
Lic. 01032613

CBRE, Inc.
Brokerage Services
Broker Lic. 00409987



234 South Brand Boulevard
8th Floor
Glendale, CA 91204

818 502 6724 Tel
818 243 6069 Fax

kevin.duffy@cbre.com
www.cbre.com

June 15, 2017

Mr. Philip Hawkey
Executive Director
Ms. Stefanie Hernandez
Project Assistant
San Gabriel Valley Council of Governments
1000 S. Fremont Ave., Building A10, Suite 10210
Alhambra, CA 91803

**RE: LETTER OF INTENT
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
1000 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA**

Dear Philip and Stefanie:

The Alhambra Office Community, LLC ("Landlord") has authorized CBRE, Inc. to submit the following Letter of Intent to **San Gabriel Valley Council of Governments** ("Tenant") to extend the lease of a portion of the building located at 1000 South Fremont Avenue, Alhambra, CA (the "Building") under the following terms and conditions.

- BUILDING:** 1000 S. Fremont Avenue
Alhambra, CA 91803
- LANDLORD:** The Alhambra Office Community, LLC
- TENANT:** **San Gabriel Valley Council of Governments**
- PROJECT:** The Alhambra consists of multiple commercial buildings within the Project containing approximately 923,290 rentable square feet of office space in a campus style environment together with adjacent surface parking and two parking structures.
- USE:** General Office.
- PREMISES:** Approximately 2,541 rentable square feet consisting of a portion of the Galt Building (A10), second (2nd) Floor.

Mr. Philip Hawkey
Ms. Stefanie Hernandez
June 15, 2017
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LEASE TERM: Six (6) months commencing January 1, 2018 through June 30, 2018.

LEASE COMMENCEMENT: January 1, 2018.

BASE RENT: The Base Rent for the first year of the amended Lease Term shall be \$2.43 per rentable square foot, per month, on a full service gross basis which is a 3% increase from the last month of the existing lease term.

TENANT IMPROVEMENTS: Tenant shall accept the Premises in an “as-is” condition.

BUILDING OPERATING AND PROPERTY TAX EXPENSES: Pursuant to the existing Lease.

PARKING: Pursuant to the existing Lease.

SECURITY DEPOSIT: Pursuant to the existing Lease.

SUBJECT TO EXECUTION OF LEASE AMENDMENT: This Letter of Intent is an outline of major Lease Amendment provisions only, and is neither a binding agreement nor should it be construed as a legal offer to renew the Lease. The Premises described herein is subject to prior leasing and/or withdrawal at any time without further notice. Neither Landlord nor Tenant shall have any obligation resulting from this Letter of Intent made hereby nor shall any obligation or liability be incurred by either party until and unless a Lease Amendment is executed by both parties.

EXPIRATION: The terms contained herein shall expire seven (7) days from the date of the Letter of Intent.

CBRE © 2017 All Rights Reserved. All information included in this proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential,

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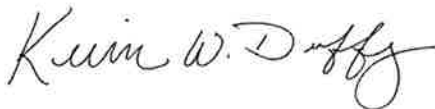
and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

The Landlord looks forward to the prospect of retaining **San Gabriel Valley Council of Governments** as a valued Tenant at The Alhambra.

As a next step in proceeding, please have an authorized representative sign, date and return a counterpart of this Letter of Intent. If you have any questions, please feel free to call.

Sincerely,
CBRE, INC.



Kevin Duffy, Lic. 01032613
Senior Vice President
818-502-6724
kevin.duffy@cbre.com

AGREED & ACCEPTED
Tenant: **San Gabriel Valley Council of Governments**

By: _____  _____

Its: Executive Director

Date: 6/27/17

cc: The Ratkovich Company
CBRE, Inc.

DATE: July 10, 2017

TO: Executive Committee
City Managers' Steering Committee
SGVCOG Governing Board Delegates and Alternates

FROM: Phil Hawkey, Executive Director

RE: **CONTRACT WITH SAN GABRIEL VALLEY ECONOMIC PARTNERSHIP**

RECOMMENDED ACTION

Recommend that the Governing Board authorize Executive Director to execute a one year contract with the San Gabriel Valley Economic Partnership (SGVEP) for an amount not to exceed \$100,000 to support Commercial Property Assessed Clean Energy (PACE) outreach.

BACKGROUND

The Los Angeles County PACE Program is a financing system designed to facilitate and fund adoption of energy efficiency, water efficiency, and renewable energy building upgrades. PACE funds up to 100% of the installed cost through low interest loans that are designed to be repaid as a portion of the property owner's tax bill. Adopted in 2008, Assembly Bill 811 enabled cities and counties to establish PACE financing for commercial offices, apartment buildings of five or more units, schools and nonprofits, industrial facilities, hotels, and retail/restaurant uses. More than 99 percent of the cities within Los Angeles County have adopted PACE resolutions to participate in PACE.

Eligible building upgrades through PACE include high efficiency lighting, HVAC equipment, cooling towers, high performance windows, fuel cells, solar thermal/PV, high efficiency plumbing fixtures, and smart irrigation systems. Criteria for PACE eligibility requires that all upgrades must be permanently affixed to the building and demonstrate proven energy/water efficiency qualities or the ability to generate clean power. Repayment of PACE loans is determined by California law and typically requires a biannual interest payment and an annual payment toward the principal of the loan amount.

The benefits of financing through the PACE program include the opportunity for building owners to spread the cost of upgrades over a longer period of time, increase property value and rent potential, and reduce financial risk through low interest rates and the unique structuring of the PACE loan system.

AGREEMENT BETWEEN SGVCOG AND SGVEP

In June 2017, the Governing Board approved a joint Memorandum of Understanding (MOU) between the SGVCOG and Los Angeles County to promote Commercial PACE in the San Gabriel Valley. The MOU outlines 3 major task including:

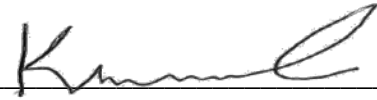
- Administration: Invoicing, reporting and monthly meetings.

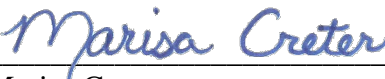
- Marketing and Outreach: Creating marketing materials for dissemination to businesses, conducting prescheduled face-to-face on site meetings with targeted businesses, and coordinating informational workshops with property owners.
- Technical Assistance: Assisting property owners with PACE financing applications, coordinating energy audits, conducting cost-benefit analyses and obtaining approval from existing mortgage lenders.

In order to complete these tasks, the SGVCOG enlisted the assistance of the SGVEP. On June 13, the SGVEP submitted a proposal outlining strategies to promote Commercial PACE in the San Gabriel Valley. Strategies include hiring an in-house Director of Commercial PACE Programs to develop and implement a marketing and outreach work plan, as well as communicating with prospective lenders to connect PACE to existing financing for properties, property liens, and cash flows. Additionally, the SGVEP outlined 4 goals to achieve within one year:

- Reach at least 1,200 commercial building owners/operators via marketing materials by email, mail or in person.
- Plan at least 100 prescheduled face-to-face meetings with building owners/operators
- Conduct at least 25 energy audits and cost-benefits analyses with businesses.
- Complete at least 10 PACE applications with lender approval.

Based on these terms, the SGVCOG drafted a contract for one year in duration to work with the SGVEP to complete these goals. The proposed contract would be for an amount not to exceed \$100,000. See Attachment A for the full agreement between the SGVCOG and SGVEP that includes the proposed scope of work.

Prepared by: 
Katie Ward
Management Analyst

Approved by: 
Marisa Creter
Assistant Executive Director

ATTACHMENTS

Attachment A – SGVEP Agreement

Attachment A

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AGREEMENT FOR CONSULTANT SERVICES
WITH
SAN GABRIEL VALLEY ECONOMIC PARTNERSHIP**

This Agreement for Consultant Services (“Agreement”) is made and entered into this __ day of Month 2017, by and between the San Gabriel Valley Council of Governments (“SGVCOG”) and the San Gabriel Valley Economic Partnership (SGVEP), a California corporation (“Consultant”).

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Term of Agreement.

Subject to the provisions of Section 17, the term of this Agreement shall be for a period of one year from the date of execution of this Agreement. Such term may be extended upon written agreement of both parties to this Agreement.

Scope of Services.

Consultant shall provide the SGVCOG consultant services in accordance with the proposal attached hereto as Exhibit “A” and incorporated herein by reference. All services shall be performed in strict compliance with requirements of the Los Angeles County Commercial PACE MOU, attached hereto as Exhibit “B.” Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those described in this section unless such additional services are authorized in advance and in writing by the SGVCOG. Consultant shall be compensated for any such additional authorized services in the amounts and in the manner agreed to in writing by the SGVCOG.

Compensation and Method of Payment.

The total compensation to be paid to Consultant pursuant to this Agreement shall not exceed One Hundred Thousand Dollars (100,000.00). Consultant shall be compensated in the manner and in the amounts specified in Exhibit A.

Each month Consultant shall furnish to SGVCOG an original invoice for all work performed and expenses incurred during the preceding month. SGVCOG shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoice shall include the following columns: Project Task, Labor Category, Date, Detailed Comments of Worked Performed, Hourly Rate and Hours. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by SGVCOG, SGVCOG shall withhold that portion of the invoice that is in dispute and remit the remainder.

Except as to any charges for work performed or expenses incurred by Consultant to the extent disputed by SGVCOG, SGVCOG will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.

Consultant's Books and Records.

Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to SGVCOG pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

Ownership of Documents

All original maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall be the sole property of the SGVCOG upon final payment to Consultant and may be used, reused or otherwise disposed of by the SGVCOG without the permission of the Consultant. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of this Agreement, Consultant shall turn over to SGVCOG all such maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents which Consultant may have temporarily retained for use by Consultant staff. With respect to computer files, Consultant shall make available to the SGVCOG, upon reasonable written request by the SGVCOG, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

Consultant will not be held liable for reuse of maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

Status of Consultant.

Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of SGVCOG. Consultant shall have no authority to bind SGVCOG in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against SGVCOG, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by SGVCOG.

The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees, members or agents of SGVCOG, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees, members or agents of SGVCOG.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any

compensation, benefit, or any incident of employment by SGVCOG, including but not limited to eligibility to enroll in PERS as an employee of SGVCOG and entitlement to any contribution to be paid by SGVCOG for employer contribution and/or employee contributions for PERS benefits.

PERS Eligibility Indemnification: In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of SGVCOG, Consultant shall indemnify SGVCOG for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Consultant.

Deficient Services.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully and competently, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement. SGVCOG may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by SGVCOG, Consultant shall immediately re-perform, at its own costs, the services that are deficient. SGVCOG must notify Consultant in writing of the existence of such deficient services within a reasonable time, not to exceed sixty (60) days after its discovery thereof, but in no event later than one (1) year after the completion of such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release Consultant from any responsibility under this Agreement.

Compliance With Applicable Laws; Permits and Licenses.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither SGVCOG, nor any elected or appointed boards, officers, officials, employees, members or agents of SGVCOG, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

Nondiscrimination.

Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, pregnancy, medical condition or marital status in connection with or related to the performance of this Agreement.

Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against SGVCOG for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse SGVCOG for the cost of all such liabilities or sanctions imposed, together with any and all costs, including reasonable attorney fees, incurred by SGVCOG.

Conflicts of Interest

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, (but not including ownership of stock in a publicly traded company), which would conflict in any manner with the interests of SGVCOG or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the SGVCOG. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of SGVCOG in the performance of this Agreement.

Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. SGVCOG has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the SGVCOG. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling SGVCOG to any and all remedies at law or in equity, including summary termination of this Agreement.

Indemnification.

SGVCOG and its respective elected and appointed boards, officials, officers, agents, employees, members and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and, consistent with California Civil Code section 2782.8, Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this Agreement.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from SGVCOG, shall defend Indemnitees at Consultant's expense by counsel acceptable to SGVCOG, such acceptance not to be unreasonably withheld. The insurance required to be maintained by Consultant under Section 13 shall ensure Consultant's obligations under this section to the extent that the Claims suffered or incurred by SGVCOG arise out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of negligent action or omissions of Consultant, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in this Section 14. All insurance policies shall be subject to approval by SGVCOG as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the SGVCOG. Consultant agrees to provide SGVCOG with copies of required policies or certificates evidencing the required policies upon request.

Consultant shall provide and maintain insurance acceptable to the SGVCOG in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property

which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

Minimum Scope of Insurance. Coverage shall be at least as broad as:

Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the SGVCOG.

Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

Professional liability insurance appropriate to the Consultant's profession.

Limits of Insurance. Consultant shall maintain limits of insurance no less than:

General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Professional Liability: \$1,000,000 per claim and aggregate.

Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

All Policies. Each insurance policy required by this Section 13 shall be endorsed and state the coverage shall not be cancelled by the insurer or Consultant except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to SGVCOG. Consultant shall provide to SGVCOG notice of suspension or voiding of coverage, or reduction in coverage, or limits below those required in this Section 14.

General Liability and Automobile Liability Coverages.

SGVCOG, and its respective elected and appointed officers, officials, members and employees are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to SGVCOG, and its respective elected and appointed officers, officials, members or employees.

Consultant's insurance coverage shall be primary insurance with respect to SGVCOG, and its respective elected and appointed officials, its officers, members and employees. Any

insurance or self insurance maintained by SGVCOG, and its respective elected and appointed officers, officials, members or employees, shall apply in excess of, and not contribute with, Consultant's insurance.

Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SGVCOG, and its respective elected and appointed officers, officials, members or employees.

Workers' Compensation and Employer's Liability Coverage. Unless the SGVCOG otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against SGVCOG, and its respective elected and appointed officers, officials, members and employees for losses arising from services performed by Consultant.

Other Requirements. Consultant agrees to deposit with SGVCOG, at or before the effective date of this contract, certificates of insurance necessary to satisfy SGVCOG that Consultant has complied with the insurance provisions of this Agreement. The SGVCOG's general counsel may require that Consultant furnish SGVCOG with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. SGVCOG reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

Any deductibles or self-insured retentions must be declared to and approved by SGVCOG, such approval not to be unreasonably withheld.

The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Termination of Agreement

SGVCOG may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to SGVCOG. If either Consultant or SGVCOG fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or SGVCOG may terminate this Agreement immediately upon written notice. Upon termination of this Agreement, Consultant shall furnish to SGVCOG a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 3 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 3 of this Agreement.

Default

In the event that Consultant is in default under the terms of this Agreement, SGVCOG shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Consultant. For purposes of this section only, "date of default" shall be deemed to be the date that SGVCOG personally delivers or transmits by facsimile a Notice of Default to the person(s) at the address or facsimile number as set forth in Section 19 of this Agreement. "Default" shall mean the failure to perform the terms, covenants or conditions of this Agreement.

Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Phil Hawkey, Executive Director
San Gabriel Valley Council of Governments
The Alhambra
1000 South Fremont Avenue, Unit #42
Building A-10, Suite 10220
Alhambra, CA 91803

with a copy to: Richard D. Jones, General Counsel
San Gabriel Valley Council of Governments
Jones & Mayer
3777 N. Harbor Blvd
Fullerton, CA 92835

To Consultant: Jeff Allred, President and CEO
San Gabriel Valley Economic Partnership
4900 Rivergrade Road
Suite B130
Irwindale, CA 91706

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Authority to Execute.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Binding Effect.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by SGVCOG of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

Law to Govern; Venue.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Attorney Fees, Costs and Expenses.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney fees, costs and expenses, in addition to any other relief to which it may be entitled.

Entire Agreement.

This Agreement, including the exhibits attached hereto, which are incorporated herein by this reference, 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, or entered into between Consultant and SGVCOG 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. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives. Any attempt to waive the requirement for a written amendment shall be void.

Section Headings.

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

Severability.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Time is of the Essence.

Time is of the essence in the performance of this Agreement.

Excusable Delays.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

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

“CONSULTANT”

By _____

Title: President, as duly authorized _____

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By _____

Title: Executive Director

APPROVED AS TO FORM:

Richard D. Jones, General Counsel

EXHIBIT A
SAN GABRIEL ECONOMIC PARTNERSHIP PROPOSAL



Advancing the economic vitality and
quality of life of the San Gabriel Valley

June 13, 2017

Phil Hawkey
Executive Director
San Gabriel Valley Council of Governments
1000 S. Fremont Avenue, Unit 42-Building A-10N, Suite 10-210
Alhambra, CA 91803

- **Re: Proposal for Commercial PACE Outreach & Technical Services in San Gabriel Valley Cities**

Dear Mr. Hawkey:

The San Gabriel Valley Economic Partnership (Partnership) is pleased to submit this proposal to provide Commercial PACE Outreach & Technical Services on behalf of the San Gabriel Valley Council of Governments (SGVCOG). This proposal will serve as an Agreement when executed by the Partnership and the SGVCOG.

- **BACKGROUND ON COMMERCIAL PACE**

The County of Los Angeles has established a commercial Property Assessed Clean Energy (PACE) program that assists property owners in selecting contractors and 100% financing for energy improvements on commercial properties, and then repay the loans through a property tax lien as a line-item on their property tax bills.

Commercial PACE financed improvements generally include solar energy systems, roof replacements, HVAC system upgrades, water conservation improvements, window replacement, elevator replacement/renovations, lighting, insulation and refrigeration upgrades, seismic upgrades, etc. Participating commercial property owners benefit by access to 100% financing capital with little-to-no up-front costs, energy efficiency improvements with reduced utility costs, and building infrastructure improvements that can result in higher property values, rental demand, occupancy rates, and ultimately increased net operating income (NOI). Moreover, property owners will gain compliance with various legislative mandates that have accelerated the demand for energy infrastructure improvements to reduce greenhouse gas emissions (GHG).

- **SCOPE OF SERVICES**

On behalf of the SGVCOG, the Partnership will market the Los Angeles County commercial PACE program to **private property owners** throughout the San Gabriel Valley to inform them about the opportunity to:

- Obtain working capital with 100% financing (with no down-payment) to implement energy saving upgrades to commercial buildings;
- Repay loans for energy related improvements on their semi-annual property tax bills through a deductible line-item tax lien;
- Realize tangible financial savings through reduced utility costs;
- Make needed building modernization improvements that will result in higher property values, increased rental demand and occupancy rates, and ultimately increased net operation income (NOI); and
- Enable compliance with statutory and regulatory requirements.

In addition, the Partnership will provide information to, and work with, **cities** in the San Gabriel Valley to understand and achieve the community economic development benefits of the commercial PACE program through:

- Support of local businesses to obtain working capital through long-term affordable PACE financing;
- Increased property tax and other business-related revenues resulting from improvements to commercial properties;
- Improved appearance and energy efficiency of aging commercial building stock;
- Assistance in business retention and expansion with no burden to the city's general fund or borrowing capacity;
- Creation of "green jobs" that attract workers and support families; and
- Improvements to the community's "green" reputation and help meet mandated clean energy requirements

- **Task 1: Create commercial PACE marketing materials for dissemination to businesses, commercial property owners, and cities in the San Gabriel Valley**

- The Partnership will design and print these marketing materials through the assistance of outside contract vendors.
- The marketing materials will be translated into Chinese.

Task 2: Develop and Implement a PACE Outreach Program within the San Gabriel Valley – An in-house Director of Commercial PACE Programs will be employed to by the Partnership* to develop and implement a **marketing** and **outreach** work plan, subject to approval of the SGVCOG and Los Angeles County PACE officials that will include the following components.

- Research and identify the ideal types (“target market”) commercial properties (i.e. manufacturing, refrigeration, warehousing/distribution, hospitality, office, retail) categorized by size, use, age, and number of qualifying buildings within the San Gabriel Valley
- Create a list of potential candidate “target market” commercial properties within the San Gabriel Valley for outreach
- Identify no less than five cities in the San Gabriel Valley with significant numbers of “target market” commercial properties and confer with key staff members in each of those cities to introduce the Commercial PACE program and its benefits to businesses and the community, and provide them with information and materials
- Disseminate electronic communications on PACE over the Internet through email, social media and its website with links to businesses, property owners and cities.
- Coordinate and conduct informational workshops with commercial property owners, business operators and cities featuring the Partnership and PACE program administrators.
- Conduct prescheduled face-to-face on-site meetings with targeted commercial property owners/operators in conjunction with respective city staff members to introduce the Commercial PACE program and provide information and materials.
- Establish and foster working relationships with commercial property owners/operators, brokers, lenders, SCE, clean energy service providers/contractors (i.e. solar, refrigeration, roofing, etc.) in order to create pathways to improve identified properties;
- Work with approved direct PACE lenders and qualified service provider vendors/contractors to provide seamless solutions for commercial property owners to achieve their desired results for facilities improvements and energy cost savings.
- Execute a follow-up, calling plan to interested commercial property owners/operators on a weekly basis.

Task 3: Technical Services to Interested Commercial Property Owners – The in-house Director of Commercial PACE Programs will provide technical assistance to participating commercial property owners by helping with PACE financing applications,

providing options to obtain energy audits, conducting cost-benefit analyses, and obtaining approval from existing mortgage lenders, if needed. Specific technical support functions will include:

- Assist commercial property owners with options for obtaining energy use audits and projections, and provide cost-benefits analyses
- Work with property owners in communicating with direct PACE lenders for financing as well as contractors for qualified PACE energy improvements
- Communicate with commercial property owners' existing and/or prospective lenders with respect to the PACE program in relation to lenders' existing financing for the property, property lien, impact on borrower's balance sheet and cash flow
- Assist with review of paperwork required by banks or other existing mortgage lenders, PACE direct lenders, contractors, tenants/lessees, cities, etc.
- Provide follow-up support on a weekly basis with various parties involved once a property owner elects to initiate qualified improvements in connection with the PACE program

• **COMPENSATION AND BUDGET**

The Partnership will invoice for Services for PACE outreach and technical services utilizing the following hourly rates.

<u>In-house Positions</u>	<u>Rate</u>
Director of Commercial PACE Programs	\$61.25
Business Assistance Manager	\$53.00
Office Manager/Executive Assistant	\$40.00
Accounting Specialist	\$28.00

Proposed **Annual Budget:**

Administration	\$2,500
Design and Printing of Promotional Outreach materials	\$10,000
Personnel costs (Outreach and Technical Services)	<u>\$87,500</u>
TOTAL Annual Budget	\$100,000

• **OUTREACH GOALS, TIMELINE, AND REPORTING**

Understanding that the objective of this “pilot” program is to engage private commercial property owners in the Los Angeles County PACE program, the Partnership will establish the following timeline and goals in its efforts to achieve the desired objective.

Action 1. Completion of design and printing of marketing materials in English and Chinese

Timeline Goal: Within six weeks of contract award

Action 2. Identify the specific number and locations of “target market” commercial buildings for potential PACE funded improvements

Timeline Goal: Within 60 days of contract award

Action 3. Make presentations to economic development staff members in no less than five cities with significant numbers of “target market” commercial buildings

Timeline Goal: Within the first 120 days of contract award

Action 4. Following the completion of Actions 1, 2, and 3 above, the Partnership will provide monthly reports on the following categories.

Number of commercial building owners/operators contacted and presented with marketing materials by email, mail or in person

Annual Goal: 1,200 Actual YTD ____

Number of prescheduled face-to-face meetings with building owners/operators

Annual Goal: 100 Actual YTD ____

Number of energy audits and cost-benefits analyses completed

Annual Goal: 25 Actual YTD ____

Number of PACE applications submitted and lender approved, by month

Annual Goal: 10 Actual YTD ____

EXHIBIT B
LA COUNTY PACE MOU

Memorandum of Understanding

COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY FINANCING (PACE) MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE COUNTY OF LOS ANGELES

This Memorandum of Understanding (MOU) is entered into by and between the San Gabriel Valley Council of Governments (SGVCOG) and the County of Los Angeles (COUNTY).

WHEREAS, the SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies; and

WHEREAS, the COUNTY serves as the Program Administrator of the Southern California Regional Energy Network (SoCalREN), a Program funded under the California Public Utilities Commission (CPUC) Energy Efficiency Portfolio; and

WHEREAS, key goals of the CPUC Energy Efficiency Portfolio include conservation and reduction of energy use in commercial buildings; and

WHEREAS, the SoCalREN Portfolio includes a Commercial Property Assessed Clean Energy (PACE) Program to offer a competitive financing mechanism to commercial building owners seeking to install energy retrofits and upgrades; and

WHEREAS, the SGVCOG and COUNTY have a mutual desire to promote and expand participation in the County's Commercial PACE program; and

WHEREAS, the SGVCOG and the COUNTY desire to set forth the terms of their collaboration with respect to this effort in this MOU.

NOW, THEREFORE, the Parties agree to the following:

- I. General Conditions
 - A. The Parties to this MOU are the San Gabriel Valley Council of Governments and the County of Los Angeles.
 - B. The term of this MOU shall commence upon execution of the MOU by both parties and shall continue through December 31, 2017. The term may be extended by mutual agreement of both Parties.

- II. Responsibilities of each of the Parties
 - A. COUNTY
 1. Provide reimbursement to the SGVCOG for eligible work completed by SGVCOG staff and subcontractors.

 - B. SGVCOG
 1. Submit invoices to the COUNTY for any billable hours by the fifth (5th) calendar day of the month for work completed the prior month, unless otherwise agreed to in writing by the COUNTY. All invoices must be in the format provided by the COUNTY and include the following information: subtask, title/position of staff, hourly rate by staff position, number of hours worked, date of hours worked, and description of work completed. All invoices are subject to review and verification by the COUNTY. Reimbursements will be capped by a not to exceed maximum per deliverable

as indicated in Table 1 below.

Subtask	Amount
Task 1: Administration <ul style="list-style-type: none"> • Submit monthly invoices and report on status of tasks. • Conduct monthly meetings with subcontractors. 	\$10,000
Task 2: Marketing and Outreach <ul style="list-style-type: none"> • Create marketing materials for dissemination to businesses, commercial property owners, and cities. • Conduct prescheduled face-to-face on site meetings with targeted businesses, commercial property owners, and city staff in each of its 31 member cities to introduce the Commercial PACE program and provide them information and materials. • Coordinate and conduct informational workshops with property owners, businesses and cities on Commercial PACE. • Disseminate electronic communications with PACE via email, social media, and website. 	\$90,000
Task 3: Technical Assistance <ul style="list-style-type: none"> • Assist property owners with PACE financing applications • Provide assistance with coordinating energy audits • Conduct cost-benefit analyses • Obtain approval from existing mortgage lenders 	\$20,000
Total	\$120,000

Table 1. Maximum Reimbursement by Subtask

2. Maintain official timesheets and other records that support hours billed to the MOU for a five-year period following the completion of the project.
3. Warrants and represents as follows:
 - a. Understands and agrees that for the purposes of the foregoing, any requirements imposed upon COUNTY associated with the funding sources used for this effort are hereby passed-through and adopted as obligations of the SGVCOG to the maximum extent allowable by law;
 - b. Agrees to strictly comply with the scope of any and all authorizations, limitations, exclusions, and/or exceptions for use of funds;
 - c. Shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this MOU are incorporated herein by reference.
4. Notwithstanding any provision to the contrary, whether expressly or by implication, the SGVCOG agrees to indemnify, defend, and hold harmless COUNTY, its elected and appointed officers, employees, and agents from and against any and all liability resulting from the SGVCOG'S negligent and wrongful act(s) and/or omission(s) arising from and/or relating to the MOU and as such would be imposed in the absence of Government Code section 895.2. Without limiting the scope above, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.
5. The SGVCOG understands and agrees that it is solely responsible for any and all incurred amounts found by COUNTY to be ineligible. Immediately upon the request of the COUNTY, the SGVCOG shall return any funds that have been disbursed to the extent that their use has been disallowed.

For the San Gabriel Valley Council of Governments

Signed: _____

Date: _____

For the County of Los Angeles

Signed: _____

Date: _____

DATE: July 10, 2017

TO: Executive Committee
City Managers' Steering Committee
Transportation Committee
SGVCOG Governing Board Delegates and Alternates

FROM: Phil Hawkey, Executive Director

RE: **METRO OPEN STREETS GRANT PROGRAM**

RECOMMENDED ACTIONS

Recommend that the Governing Board authorize the Executive Director to execute the following agreements:

- 1) Contract with the Los Angeles County Metropolitan Transportation Authority (Metro) for \$596,000 to execute an open streets event on April 22, 2018;
- 2) Contract with Ciclavia in an amount not to exceed \$325,000 for production of the event; and
- 3) Memorandums of Understanding (MOUs) with the cities of San Dimas, La Verne, Pomona and Claremont for event planning, public safety, traffic controls and other support services.

LA METRO OPEN STEETS AGREEMENT

On September 22, 2016, the Metro Board approved the 2016 Open Streets Grant Program, which provides Funds for one-day events that close the streets to automotive traffic and open them to people to walk or bike ("Open Street Event"). The SGVCOG, along with the cities of San Dimas, Claremont, La Verne and Pomona were successfully awarded \$596,000 under the Open Streets Grant Program to host an event on April 22, 2018. The open street route will be approximately 6 miles, connecting Downtown San Dimas, La Verne, Claremont and Palomares Park in Pomona.

The cities have requested that the SGVCOG serve as the lead applicant and contract with Metro. The SGVCOG will be responsible for invoicing, as well as contact management. The estimated allocation of funds is as follows:

- Traffic Plan/Controls: \$100,000
- Marketing and Programming: \$325,000
- Day of Municipal Services (public Safety, sanitation, etc.): \$150,000
- Administration and Grant Management: \$21,000

See Attachment A for a copy of the standardized Metro contract for this grant program.

CICLAVIA CONTRACT

The SGVCOG, as well as the cities of San Dimas, La Verne, Pomona, and Claremont will partner with CicLAvia to produce this event. CicLAvia is a non-profit that encourages the use of public spaces, and active transportation through hosting events that are car-free by temporary closing major city streets. Since 2010, CicLAvia has held multiple open street events across Los Angeles

REPORT

County, traversing 140 miles across the following communities: San Fernando Valley, Culver City, Venice, Mar Vista, Wilshire Blvd., Koreatown, MacArthur Park, South LA, Echo Park, Chinatown, Little Tokyo, Boyle Heights, Historic Downtown, East LA, Pasadena, Pacoima, Arleta, Panorama City, and Southeast Cities.

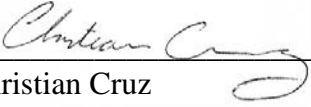
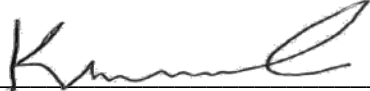
CicLAvia will be responsible for the production of the event, which includes advance planning, permitting, outreach, programming, and working with key stakeholders in programming the event. The following activities will be contracted by CicLAvia to provide:


- Direct all day-of-event logistics that include setting up HUBS, volunteer management and all necessary signage;
- Work closely with all City and County departments to create a strategic route plan and develop program elements;
- Conduct all necessary outreach along the route and encourage stakeholder participation and support; and
- Work with Metro, and other transportation agencies to determine appropriate bus line detours due to event street closures.

See Attachment B for a complete scope of work submitted by CicLAvia.

CITY MOUS

Each city will be responsible for participating in planning of the event, as well as providing municipal services, such as public safety, street closures, and sanitation, on the day of the event. Additionally, the cities and SGVCOG are responsible for collectively providing a minimum in-kind match of \$119,200 (20% of the grant award). The SGVCOG and the cities are still working to develop consensus on an equitable formula to distribute the grant funding and allocate the in-kind match requirements. It is anticipated that will be finalized by the end of July. A draft MOU is included as Attachment C. The MOU also creates an “Open Streets Working Group” established for the purpose of combining resources (financial, staffing and other in-kind) in order to plan and host the Four Cities Open Streets Festival. The working group will be comprised of the City Manager or their designee from each partner city.

Prepared by:  
Christian Cruz
Management Analyst
Katie Ward
Management Analyst

Approved by: 
Marisa Creter
Assistant Executive Director

ATTACHMENT

- Attachment A— Metro Open Streets Agreement
- Attachment B— Ciclavia SOW
- Attachment C— City MOU Agreement

Open Streets ID# [REDACTED]

**GRANT AGREEMENT FOR
OPEN STREETS GRANT PROGRAM CYCLE TWO**

This Grant Agreement for Open Streets Grant Program Cycle Two (the “**Agreement**”) is dated the day of the LACMTA Board Approval September 22, 2016 (the “**Effective Date**”) and is by and between the City of [REDACTED] (the “**Grantee**”) and the Los Angeles County Metropolitan Transportation Authority (“**LACMTA**”).

RECITALS

- A. On September 22, 2016, the LACMTA Board approved the Open Streets Grant Program Cycle Two providing Los Angeles County Proposition C 25% funds for one-day events that close the street to automotive traffic and open them to people to walk or bike (“**Open Street Events**”). Should other eligible funding sources become available, they may be used in place of the identified funds. .
- B. Proposition C 25% funds are eligible for transportation system management/demand management (TSM/TDM) programs such as Open Streets events. SCAG identifies Open Street Events as Transportation System Management / Demand Management (TSM/TDM) programs in the 2012 RTP Congestion Management Appendix in the section titled Congestion Management Toolbox - Motor Vehicle Restriction Zones.
- C. On September 22, 2016, the LACMTA Board approved the award of \$ [REDACTED] to Grantee for Grantee’s Open Street Event titled [REDACTED] (Open Street Grant Program ID#CYC161 [REDACTED]), and which is more particularly described in the Scope of Work (“**Scope of Work**”) attached as Exhibit “A” hereto (the “**Project**”). Grantee’s actual one day open street event is referred to herein as the “**Event**.” The term Project, as used herein, is defined to include all planning activities as well as the Event itself.
- D. Grantee has agreed to provide the required local match (in kind or monetary) of \$ [REDACTED] (the “**Local Match**”), as described in the Financial Plan that is attached as Exhibit “B”, and any additional funding required to complete the Project. The Financial Plan documents all sources of funds programmed for the Project.

NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT

1. GRANT OF FUNDS

1.1 LACMTA shall make a one-time grant of funds in the amount of \$ [REDACTED] (the “Funds”) to Grantee subject to the terms and conditions of the Grant and this Agreement.

1.2 This one time grant shall be paid on a reimbursement basis. The Local or In-Kind Match must be spent in the appropriate proportion to the Funds.

1.3 Grantee shall be subject to, and shall comply with, all requirements of the United States Department of Transportation (USDOT) and the United States Department of Labor (USDOL). In addition, Grantee shall comply with all requirements of LACMTA.

1.4 The obligation for LACMTA to advance the Funds for the Project is subject to sufficient funds being made available for the Project by the LACMTA Board of Directors. If such funds are not made available for the Project, this Agreement shall be void and have no further force and effect.

2. SCOPE OF WORK

2.1 Grantee shall complete the Project, including, without limitation, producing the Event, as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Exhibit “A” hereto. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones and a set schedule for the Event. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Event, then LACMTA will have the option to terminate this Agreement for default. Immaterial changes to the Scope of Work that do not affect the intent or length of the event such as changes of event name, start time, date and route may be approved administratively in writing by an LACMTA Executive Officer of Countywide Planning without a formal amendment. Any changes to the Scope of Work that change intent of the original Scope of Work, including but not limited to route length, changes in funding and/or changes to the Financial Plan must be made by amendment, in the manner described in paragraph 16.1.

2.2 Grantee shall utilize the Funds provided herein to complete the Project as described in the Scope of Work and in accordance with this Agreement. The grant funds provided herein can only be used towards the completion of the Scope of Work.

2.3 The grant shall provide the Funds for the non-infrastructure costs of implementing Open Street events per the Metro Board award on September 22, 2016. Per

the funding guidelines, physical infrastructure costs associated with the events are not eligible for reimbursement.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2018 (the "Termination Date"), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.

4. REQUEST FOR REIMBURSEMENT

4.1 Not more frequently than once a month, Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred by Grantee consistent with the Project's Scope of Work. The Request for Reimbursement submitted by Grantee shall be signed by an authorized agent who can duly certify the accuracy of the included information.

4.2 Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total of Project expenditures, specify the percent and amount of Proposition C Funds to be reimbursed, the amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm.

4.4 Any funds expended by Grantee prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward Grantee's Local Match requirement, without the prior written consent of LACMTA. Local Match dollars expended prior to the Effective Date shall be spent at Grantee's own risk. If applicable, the first Request for Reimbursement may be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the Effective Date of this Agreement, which costs could be reimbursed with the Funds provided that LACMTA has provided prior written approval for such expenditures to Grantee and authorized reimbursement for such amounts.

4.5 Grantee shall be responsible for any and all cost overruns for the Project.

4.6 Grantee shall contribute Grantee's Local Match (in kind or monetary) of

\$ [redacted] toward the Project. If the funds identified in Exhibit "B" are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

4.7 LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage. LACMTA will release the retainage after LACMTA has evaluated Grantee's performance according to the criteria specified by LACMTA and the data provided by Grantee in coordination with LACMTA's selected data collection contractor and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. Grantee shall invoice LACMTA for reimbursement of the ten percent retention separately.

4.8 Grantee should consult with LACMTA's Open Streets Program Manager for questions regarding non-reimbursable expenses.

4.9 Total payments shall not exceed the Funds specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred more than sixty (60) days after the date of the Event.

4.10 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, the applicable requirements and regulations of LACMTA and any other regulations or requirements stipulated by the source of funding used. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent applicable federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.11 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net
Ref# Open Streets ID#CYC161 [redacted]

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Attention: Accounts Payable
Los Angeles, CA 90051-0296
Ref# Open Streets ID#CYC16 [redacted]

A copy of all Request for Reimbursement submittals shall also be forward to the LACMTA

Open Streets Program Manager, either by email ShavitA@Metro.net or by standard mail to the address set forth in Section 4.14 below.

4.12 All notices required to be provided under this Agreement will be given to the parties at the addresses specified below, unless otherwise notified in writing of change of address.

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: LACMTA Open Streets Program Manager
Avital Shavit, MS 99-22-2
Open Streets Grant Program Manager
ShavitA@metro.net

Grantee's Address:

[Insert Grantee Name]
[Insert Grantee Address]
[Insert City, CA ZIPCODE]
Attention: [Insert Appropriate Agency/Program]
[Insert Responsible Staff Person Name]
[Insert Responsible Staff Person Title]
[Insert Email Address]

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and Grantee execute this Agreement. The end date of reimbursable activities is sixty (60) days after the date of the Event.

6. REPORTING AND AUDIT REQUIREMENTS

6.1 Grantee shall be subject to and shall comply with all applicable requirements of LACMTA regarding Project reporting and audit requirements. Grantee shall use the assigned Open Streets ID# CYC160 [redacted] on all correspondence.

6.2 Grantee shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Narrative and Financial Report on Project Progress as required by LACMTA.

(b) Other reports that may be required.

6.3 LACMTA and/or their respective designees, in order to fulfill their respective responsibilities as grantor of the Funds, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. Grantee shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

6.4 Grantee shall retain all original records and documents related to the Project for a period of three years after final payment.

6.5 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.6 Grantee shall cause all contractors to comply with the requirements of Sections 6.3, 6.4 and 6.5 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

6.8 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds provided herein and/or recommend not to award future Open Streets Program grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing the Funds provided herein or failure to return the Funds provided herein owed to LACMTA in accordance with LACMTA

audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement, including the access to records provisions.

6.9 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.10 Grantee shall support a predetermined consultant selected by Metro to provide the LACMTA Open Streets Program Manager a post implementation report no later than three months after the day of the Event which report shall include items i-v listed below. Once LACMTA receives a satisfactory report, LACMTA will release any retention and make final payment to Grantee.

- (i) Participation Counts of pedestrians and people on bikes at the Event using at least one of the following count methods
 - Install temporary electronic detection counters (tube, video, or infrared).
 - Conduct an “incomplete count” (a methodology from ecological studies) using visual or pictorial counts. This may be conducted by using crowdsourcing via Facebook, Twitter or Instagram.
 - An incomplete count involves counting part of a population and then extrapolating to the entire population. A geographic area or screenline may be established as the sample area and an attempt made to count all the individuals in the set area or passing through the screenline. In the case of an Open Street event several geographic areas or screenlines should be established and sample counting should take place at regular intervals at the same time at all locations.

- (ii) Transportation use data
 - Counts of people on bikes exiting at all rail transit stations directly adjacent to the route
 - Survey of at least 500 individuals exiting the train asking the following questions:
 - Are you attending today's open street event?
 - Is this your first time riding Metro Rail?
 - If “NO” how often do you ride metro rail
 - Less than once a month
 - 1-3 times per a month
 - 4-7 times per a month
 - 8 or more times a month

- (iii) Personal Anecdotes
Provide personal stories from participants, business owners along the

route or Event volunteers describing how the Event has positively affected their lives or community. Grantee shall engage in a dialogue with the community in person, via e-mail or through a social media platform like Facebook, Twitter or Instagram using (at least) one of the following questions:

- Participants & Volunteers
 - How has the Event improved your neighborhood/community?
 - Has the Event encouraged you to use active transportation or transit modes more often?
- Business owners
 - Has the Event brought new or more patrons to you?
 - In light of the Event, do you think that active transportation (pedestrian and bicycle) infrastructure improvements would improve your business opportunities?

- (iv) **Bike-Trains & Bike Bus Shuttles Ridership**
If bike-trains or special bike shuttles were used to transport participants to the event, then report the ridership of these services on the day of. If municipal bus services were employed, report on ridership on the day of the event and provide a monthly average for the same day of the week since the event took place.
- (v) **Local Economic Benefit**
Provide at least one of the following:
- Report the sales tax receipts revenue for all businesses along the route and/or within ¼ mile of the route for the day of the Event and a monthly average for that same day of the week for comparison.
 - Report how the Event affected sales at selected participating businesses along the route (a minimum of one business for every mile of the event). These businesses may have participated by providing discounts to pedestrians and cyclists or by having a sales display or dining tables on the sidewalk.

7. ALLOWABLE COSTS

7.2 Allowable Project costs are described in the Scope of Work.

7.3 The following guidelines shall apply for indirect costs and in-kind contributions and donations:

- (a) Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by Grantee: i) submit a written request to LACMTA; and, ii) receive a written approval from LACMTA prior to incurring the expenditure.

- (b) In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA.

8. [INTENTIONALLY OMITTED]

9. EXPENDITURE AND DISPOSITION OF FUNDS

9.1 The expenditure and disposition of the Funds by Grantee shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of LACMTA. Grantee shall not utilize the Funds in any way or on any project other than that specified in this Agreement.

9.2 Grantee shall address all correspondence regarding this Project to the LACMTA Open Streets Program Manager.

9.3 The programmed budget (the "**Financial Plan**") specifying the sources and amounts of the Funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".

9.4 No material changes, as determined by LACMTA in its reasonable discretion, to the Financial Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee. Grantee shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or Scope of Work that it originally submitted to LACMTA.

10. TIMELY USE OF FUNDS

10.1 Grantee shall obligate the Funds programmed under this Agreement no later than sixty (60) days after the date of the Event.

10.2 In the event this Agreement is not executed and/or evidence of timely obligation of the Funds is not provided as described in Section 11.1 of this Agreement, the Project will be reevaluated by LACMTA and the Funds may be deobligated. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

11. DEFAULT

Default under this Agreement is defined as one or more of the following: (i) Grantee fails to comply with the terms and conditions contained in this Agreement; (ii) Grantee fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) Grantee makes a material change to the Scope of Work or the Financial Plan without prior written consent or approval by LACMTA; or, (iv) Grantee is in default of any other applicable requirements of LACMTA.

12. REMEDIES

12.1 In the event of a default by Grantee (as defined in Section 11), the LACMTA shall provide written notice of such default to Grantee with a 30-day period to cure the default. In the event Grantee fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of the Funds to Grantee;
- (c) LACMTA may recover from Grantee any funds paid to Grantee after the default; and/or,

12.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

12.3 The remedies described herein are non-exclusive. In addition to the above contractual remedies, LACMTA shall have the right to enforce any and all rights and remedies which may be now or hereafter available at law or in equity.

13. TERMINATION

13.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either Grantee or LACMTA may terminate its obligations hereunder at any time, without cause, on (30) days prior written notice. Upon termination, LACMTA shall have no obligation to reimburse for any costs or expenses incurred after the termination date.

14. COMMUNICATIONS

14.1 LACMTA will be the exclusive presenting sponsor of the Event and all promotional materials, press releases, graphics, promotions via print, TV, radio or web channels and other identifiers will identify the Event as “Metro presents [insert Event name],” or “[insert Event name] presented by Metro.” The presenting sponsorship may not be shared. In addition, all printed and/or online promotional materials and promotions via print, TV, radio or web channels must include the “Open Streets Made Possible By Metro” type and logo lock up as supplied by the LACMTA Program Manager. Any other sponsor logos or credits for the Event must be separated graphically, in type and/or in following succession from the presenting sponsor mention of LACMTA and “Open Streets Made Possible By Metro” type and logo lock up.

14.2 For purposes of this Agreement, “Communications Materials” include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures,

maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

14.3 All Social Media notification calling out the event will identify the Event as “Metro presents [insert Event name],” or “[insert Event name] presented by Metro.” Any graphics used in said notifications that include the title of the event must include the “Open Streets Made Possible By Metro” type and logo lock up as supplied by the LACMTA Program Manager.

14.4 Grantee shall ensure that all Event promotions via print, TV, Radio or social media channels include one of the following references or links to LACMTA’s online presence as appropriate depending on the platform: Twitter accounts: @BikeMetro or @Metrolosangeles; Facebook pages: facebook.com/bikemetro or facebook.com/losangelesmetro.

14.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA’s sole discretion.

14.6 Grantee shall ensure that all Communication Materials identify the Event as “Metro presents [insert Event name],” or “[insert Event name] presented by Metro,” or other mutually agreeable language and graphic lockup featuring Metro and/or the Metro logo, and comply with recognition of LACMTA’s contribution to the Event as more particularly set forth in “Funding Agreement Communications Materials Guidelines” available on line or from the LACMTA Open Streets Program Manager. Grantee shall check with the LACMTA Open Streets Program Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the communications requirements specified in this Agreement and with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

14.7 Grantee shall submit all graphic files and Communication Materials to LACMTA for approval by the LACMTA Open Streets Program Manager and LACMTA Communications prior to the release of such publicity or promotional materials or Communication Materials for the Event. LACMTA shall have at least one day to review and provide its approval. After any Communication Materials has been released to the public, Grantee shall provide a copy of or notice of such Communication Material to the LACMTA Open Streets Program Manager by either e-mail or social media channels.

14.8 LACMTA shall be provided at no cost with a minimum of 1,000 SF space in a prominent, central location at the Event for an LACMTA booth/activity space, plus at least two 10’ x 10’ spaces for satellite displays elsewhere at the Event. LACMTA shall have the right at any one or more of the above three locations or through a mobile vending cart, bicycle, or other vehicle, to sell, distribute or otherwise make available to Event attendees

marketing, outreach and other promotional products and merchandise, including, without limitation, fare media, t-shirts and other apparel, accessories, items available for sale at the Metro Store, brochures, maps, take-ones and other novelty items. The selection of products and merchandise available for sale and distribution shall be at LACMTA's sole discretion.

14.9 The LACMTA Open Streets Program Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section 14. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

14.10 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division. Upon request, LACMTA shall provide scalable vector files with required type styling and logo placement for tagline and visual materials.

14.11 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project related Communications Materials will comply with the requirements contained in this Section 14.

15. INDEMNITY

15.1 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with the Project, any work performed by, and/or service provided by, Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents and employees harmless from and against any claims, loss demand, action, damages, liability, penalty, fine judgment, lien, cost and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever (including consequential damages) (collectively, "Claims") arising out of the Project, including, without limitation: (i) use of the Funds provided herein by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Grantee obligations under this Agreement or the Grant; (iv) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the Scope of Work and the Project; or (v) any Claims arising from the actual Event itself.

16. OTHER TERMS AND CONDITIONS

16.1 This Agreement, along with the applicable requirements of LACMTA constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the

same level of authority.

16.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

16.3 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or 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 obligations under this Agreement.

16.4 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

16.5 Grantee shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

16.6 Subject to all requirements of this Agreement, and all other applicable requirements of LACMTA, including, without limitation, any requirement of competitive procurement of services and assets, Grantee may contract with other entities to implement this Agreement.

16.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

16.9 Grantee, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

16.10 On September 26, 2002 the LACMTA Board of Directors required that prior to

receiving Proposition C 10% or 25% grant funds, GRANTEE meet a Maintenance of Effort (MOE) requirement consistent with the State of California’s MOE as determined by the State Controller’s office. With regard to enforcing the MOE, LACMTA will follow the State of California’s MOE requirements, including, without limitation, suspension and re-implementation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington Date
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy Date

GRANTEE: [Insert Grantee City]

By: _____
Name Date
Title

APPROVED AS TO FORM (OPTIONAL):

By: _____
Date
General Counsel

EXHIBIT A
SCOPE OF WORK

Event

Event Date and Time:

Purpose:

Event Description:

Event Location:

Roles and Responsibilities:

Schedule:

Event Map:

EXHIBIT B
FINANCIAL PLAN

The total cost of the Project is \$ [REDACTED]. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Funding Resources Table:

Funding Source	Total	PC25	Local Match*
Proposition C 25%	\$	\$	\$

Event Budget Table:

Item Description	Total	PC25 (80%)	Local Match* (20%) (Prop C local return okay)
Public Outreach Program	\$	\$	\$
Pre-Event Planning	\$	\$	\$
Event Day Costs (Staffing, Rentals, Permits, Etc.)	\$	\$	\$
Totals	\$	\$	\$

* = In-kind local contribution as required by the Metro Open Streets Grant Program.

DRAFT**CICLAVIA SCOPE OF WORK**

Event Name: **Four Cities Golden Route CicLAvia Event**

Event Date and Time: April 22, 2018 – 9am-4pm

Event Description:

The San Gabriel Valley Council of Governments (SGVCOG), will partner with CicLAvia (a non-profit organization) for the open streets event that will include the cities of San Dimas, La Verne, Pomona, and Claremont. During the event streets will be closed to cars and open for cyclists, pedestrians, runners and skaters to use as a recreational space. The event will include HUBS (one in each city) that will serve as central points of community, art, and cultural activities, as well as locations for first aid, bike repair, and general CicLAvia event information. CicLAvia will partner with local and regional organizations, such as local arts groups, schools, cultural institutions, health and recreational groups to provide programming activities along the route.

Event Location:

The open streets event will be approximately 7 miles along streets that connect the cities of San Dimas, La Verne, Pomona, and Claremont. The western end of the route in San Dimas will travel along Bonita Ave, to Arrow Hwy, and along College Ave and 2nd Street on the western end in Claremont. There is no official starting point or ending point, but rather participants can enter the open streets event at any point along route. Along the 7 miles route, there will be crossing points at major intersections for vehicle traffic to cross the route. The route itself is closed to vehicle traffic.

Roles and Responsibilities

The SGVCOG, the City of San Dimas, the City of La Verne, the City of Pomona, and the City of Claremont will partner with CicLAvia to produce the open streets event. The cities are responsible for enforcing street closures and delivering streets that are cleared of automobiles to CicLAvia, and the cities are responsible for providing traffic control and public safety during the event.

CicLAvia is responsible for the production of the event, which includes advance planning, permitting, outreach, programming, and working with key stakeholders in programming the event.

- CicLAvia will coordinate the planning and outreach with city councils, commissions, city/county departments, relevant permits, and other management related activities.
- CicLAvia will direct all day-of-event logistics that include setting up HUBS, volunteer management and all necessary signage.
- CicLAvia will coordinate and lead the rentals of equipment related to the HUBs and other programming needs along the route.
- CicLAvia works closely with all City and County departments to create a strategic route plan and develop program elements for the April 22, 2018 event.

- CicLAvia will conduct all necessary outreach along the route and encourage stakeholder participation and support. Outreach will include pre-planning outreach and meetings with key stakeholders.
- CicLAvia will implement communications strategy and social media outreach for the event.
- CicLAvia will develop all outreach materials, including, but not limited to outreach flyers, business engagement materials, and residential/business notifications.
- CicLAvia will work with Metro, and other transportation agencies to determine appropriate bus line detours due to event street closures. Informational brochures will be available to regular Metro riders on buses and at transit stations
- Provide a report to the project manager no later than 3 months after the event.

BUDGET

Staff Costs	\$100,000
Pre-Event Planning, Outreach, Communications	\$75,000
Programming and Staging the Event (day-of staff, permits, rentals, programming, etc.)	\$150,000
TOTAL	\$325,000

Hourly Rate Staff

Position	Rate
Executive Director	\$72.12
Admin Assistant	\$15.00
Finance Director	\$53.27
Accounting & Project Assistant	\$19.00
Production Director	\$53.27
Production Manager	\$38.85
Production Assistant	\$17.00
Outreach & Volunteer Manager	\$36.44
Outreach Coordinators	\$24.00
Communications Director	\$43.65
Communications Assistant	\$33.65
Program Manager	\$46.06

**A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITIES OF
SAN DIMAS, LA VERNE, POMONA, AND CLAREMONT AND SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS TO SHARE RESOURCES TO PLAN AND HOST THE
FOUR CITIES OPEN STREET FESTIVAL THROUGH THE CREATION OF A “FOUR CITIES
OPEN STREET WORKING GROUP”**

WHEREAS, on September 22, 2016, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board approved the 2016 Open Streets Grant Program providing Congestion Mitigation Air Quality (“CMAQ”) Funds for one-day events that close the streets to automotive traffic and open them to people to walk or bike (“Open Street Event”). Further, the LACMTA Board approved that LACMTA serve as the pass through agency of the CMAQ Funds with local cities; and

WHEREAS, the City of San Dimas (Grantee) and the San Gabriel Valley Council of Governments (SGVCOG) were successful in securing \$596,000 in CMAQ funds from the LACMTA county-wide “Open Streets Event” program to host the Golden Streets Route for outreach, pre-event planning, and day of event staging costs; and

WHEREAS, the Four Cities Open Street, which qualifies as an “Open Street Event,” for the use of the LACMTA pass through of CMAQ funds, will promote active transportation and complete street concepts in conjunction with the grand opening of the Gold Line Foothill Extension in the future; and

WHEREAS, LACMTA will advance local funds up to \$596,000, to the Grantee for the Four Cities Open Street Festival and then submit requests, based on Grantee’s invoices to Caltrans for reimbursement with CMAQ Funds; and

WHEREAS, Grantee shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), and Caltrans. In addition, the Grantee shall comply with all requirements of LACMTA so that LACMTA can fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency; and,

WHEREAS, the LACMTA “Open Streets Event” program requires a 20% (\$119,200) in-kind or local fund match of the total cost of the event; and

WHEREAS, the Grantee shall utilize the local grant funds for non-infrastructure costs of implementing the Four Cities Open Street Festival. Per the funding guidelines, physical infrastructure costs associated with the event are not eligible for reimbursement; and

WHEREAS, not more frequently than once a month, the Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable costs incurred; and

WHEREAS, each Request for Reimbursement must be submitted on Grantee’s letterhead and shall include an invoice number and report the total expenditures, specify the percent and amount of CMAQ Funds to be reimbursed, the total amount of Local Match expended and

include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement; and

WHEREAS, the cities of San Dimas, La Verne, Pomona, and Claremont (collectively referred to as the “Cities” or individually referred to respectively as “Partner City”) have partnered together to host a 6.5 mile contiguous open streets event on Sunday, April 22, 2018 from San Dimas to Claremont (referred to herein as the “Four Cities Open Street Festival”; and

WHEREAS, the Cities will be responsible for street closures, approving vehicular detour plans, outreach, event staging, and public safety within their own jurisdiction; and

WHEREAS, the Cities desire to work jointly and collaboratively to share monetary, staffing, and other resources in planning and hosting the Four Cities Open Street Festival, and desire to formalize their relationship through the creation of the “Four Cities Open Street Working Group” or “Working Group” to coordinate their activities; and

WHEREAS, nothing in this MOU should be construed as creating a Joint Powers Agreement or Joint Powers Agency as would otherwise be authorized under California Government Code §§6500 as the Parties do not intend such a relationship.

NOW, **THEREFORE**, the Cities hereto agree as follows:

1. **CREATION OF THE “OPEN STRET WORKING GROUP”** – There is hereby created a “Open Street Working Group” established for the purpose of combining resources (financial, staffing and other in-kind) in order to plan and host the Four Cities Open Street Festival. The Working Group shall be composed of the City Manager, or designee, from each Partner City.
2. **MANAGEMENT OF OPERATIONS** – The City Managers (or their designees) from each Partner City shall be authorized to consider and direct, by majority vote the use of resources that are available to the Working Group consistent with the functions and purposes of the planning and hosting of the Four Cities Open Street Festival.
 - a. **VOTING** – Each City Manager (or his/her designee) shall have one (1) vote on matters within the Working Group’s subject matter jurisdiction. A majority vote shall be necessary to approve any policy, position or decision of the Working Group. **FIDUCIARY AGENT** – The San Gabriel Valley Council of Governments shall act as the “Fiduciary Agent” of the Working Group. The Fiduciary Agent will hold the financial contributions received on behalf of the Working Group and shall be responsible for the management and safekeeping of grant funding awarded to the Four Cities Open Street Festival. Said contributions shall be held in trust and shall be accounted for on an apportioned basis such that, at any time, it can be readily determined the balance of each Partner Cities’ contribution. Subject to direction of the Working Group, the Fiduciary Agent shall pay expenses of the

Working Group and shall report regularly to the Working Group the funding and grant status of the Four Cities Open Street Festival. The Fiduciary Agent shall retain \$21,000 grant funds for these administrative services.

3. **CONTRIBUTIONS** – Each Partner City shall contribute towards the 20% in-kind match for the funds received through the LACMTA grant as shown in Exhibit A.
4. **CONSULTANT WORK** – The Working Group may enlist the work of independent contractors, consultants, vendors, and other professionals to assist in the planning and operations of the Four Cities Open Street Festival as set forth in the recitals herein. Such consultant(s) shall not be employees of the Working Group nor of any Partner City but shall be engaged by the Fiduciary Agent on behalf of the Working Group. The consultant(s) shall provide indemnification, hold harmless and additional insured coverage in the manner and amounts as set forth by the Working Group naming each respective Partner City.
5. **ALLOCATION OF FUNDS** – The Working Group will authorize the Fiduciary Agent to enter into contracts for the planning, implementation, and hosting of the Four Cities Open Street Festival. Any remaining LACMTA funds that have not been expended on behalf of the Working Group for shared resources or purchases will be allocated to individual Partner Cities as shown in Exhibit A.
6. **INDEMNIFICATION** – Each Partner City to this MOU is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an MOU as defined by Section 895 of the Government Code, the Partner Cities as between themselves, pursuant to the authorization contained in Government Code Sections 985.4 and 895.6 will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above stated purpose, each party indemnifies and holds harmless the other party solely by virtue of Government Code Section 895.2. The provision of California Civil Code Section 2778 is made a part hereto as if fully set forth herein. Each Partner City certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU. Each Partner City will be responsible for its own actions in providing services under this MOU in connection with the Four Cities Open Street Festival within its jurisdictions and shall not be liable for any civil liability that may arise from the furnishing of services by any other Partner City within that Partner City's jurisdiction.
7. **DISSOLUTION** – Upon completion of the purpose of this MOU, or as determined by the Partner Cities, at any time, this MOU may be terminated and the Working Group dissolved.

8. **NOTICE TO PARTIES (AUTHORIZED REPRESENTATIVES)** – Notices given pursuant to the requirement of this MOU shall be by personal service upon the Partner City to be notified by writing upon such notice being deposited into the custody of the United States Postal Service addressed as follows:

City of San Dimas
City Manager
245 E. Bonita Avenue
San Dimas, CA 91773

City of La Verne
City Manager
3660 "D" Street
La Verne, CA 91750

City of Pomona
City Manager
505 South Garey Avenue
Pomona, CA 91766

City of Claremont
City Manager
207 Harvard Avenue
Claremont, CA 91711

9. **AMENDMENTS** – This MOU may be amended upon unanimous action by each respective Partner City's city manager.

IN WITNESS WHEREOF, the Parties hereto have caused MOU to be executed by their duly authorized representatives:

CITY OF SAN DIMAS:

Blaine Michaelis, City Manager

Date

CITY OF LA VERNE:

Bob Russi, City Manager

Date

CITY OF POMONA:

Linda Lowry, City Manager

Date

CITY OF CLAREMONT:

Tony Ramos, City Manager

Date

REPORT

DATE: July 10, 2017

TO: Executive Committee
City Managers' Steering Committee
Governing Board Delegates and Alternates

FROM: Phil Hawkey, Executive Director

RE: **CONTRACT FOR METRO BOARD OF DIRECTOR SUPPORT SERVICES**

RECOMMENDED ACTION

Recommend that the Governing Board authorize the Executive Director to execute a two-year contract with Mary Lou Echternach for an amount not to exceed \$126,000 in FY 2017-18.

BACKGROUND

The Los Angeles County Metropolitan Transportation Authority (Metro) Board of Directors includes one member appointed by the City Selection Committee to represent the San Gabriel Valley as the SGVCOG representative. John Fasana (Duarte) currently serves in this role. Metro recognizes the need for the SGVCOG representative to have staff support to perform the duties of a Board Member. Previously, these support services were provided by a Metro employee, and the salary and benefit costs related to the position were shared between the SGVCOG and Metro. Beginning in FY 2013-14, Metro modified this arrangement to instead provide an annual allocation to the SGVCOG, which can then be used to provide the support services either through the use of a consultant or by hiring an employee.

In August 2013, the SGVCOG approved an MOU with Metro for this purpose. Under the terms of this MOU, the SGVCOG and Board Member are responsible for selecting, employing/contracting with, compensating and overseeing the work of the individual responsible for providing the support services. Metro reimburses the SGVCOG in an amount not to exceed the contract costs, if using consultant services, or the salary and benefit costs, if using an employee, plus an administrative fee of 3% of the actual costs.

In May 2017, the Governing Board took action to extend the Metro MOU, which would provide funding through June 30, 2022 (Attachment A). The funding amount in the first year is \$91,065. This amount is adjusted in an amount equal to any increases approved by the Board for Metro non-contract employee salary increases. Typically, the average annual increase is approximately 3%.

Currently, the SGVCOG is under contract with Mary Lou Echternach to provide board support services. An revised/updated contract has been presented to the SGVCOG Governing Board for consideration (Attachment B). The revised/updated contract changes are as follows:

- Increase consultant fee from \$8333.30 (1/12th of \$100,000) per month to \$10,500 (1/12th of \$126,000) per month.
- The updated contract dates would take effect August 1, 2017 to July 31, 2019 (2-year term).

- Changes to the scope of work to address the need for additional support services for Measure M outreach and city coordination.

BUDGET ADJUSTMENTS

The FY 2017-18 adopted budget currently anticipates revenues from Metro of \$88,413 and expenditures of \$106,090 for this contract. The updated MOU with Metro increases revenue to \$91,065 (an increase of \$3,192), and the proposed consultant contract would increase the expenditure to \$126,000 (an increase of \$19,910). The SGVCOG is responsible for funding the balance on the consultant contract. Under the terms of the proposed contract, the SGVCOG’s net expense would be \$34,935 (an increase of \$16,718), as shown in Table 1 below.

	Adopted FY 2017-18 Budget	Updated Metro MOU Revenue and Proposed Consultant Contract	Increase
Revenue (Metro MOU)	\$88,413	\$91,065	\$3,192
Expenditure (Consultant Contract)	\$106,090	\$126,000	\$19,910
Net SGVCOG Expense	\$17,677	\$34,935	\$16,718

**Table 1.
Summary of Proposed Contract Costs.**

If this proposed contract revision is approved by the Governing Board, a budget amendment will be presented at the September 2017 Governing Board meeting to reflect these changes.

Prepared by: Christian Cruz
Christian Cruz
Management Analyst

Katie Ward
Katie Ward
Management Analyst

Approved by: Marisa Creter
Marisa Creter
Assistant Executive Director

ATTACHMENTS

- Attachment A – Metro-SGVCOG MOU
- Attachment B – Support Services Contract

Attachment A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated as of April 21, 2017, by and between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ("SGVCOG"), a joint powers authority organized and existing pursuant to the laws of the State of California, and the LOS ANGELES COUNTY TRANSPORTATION AUTHORITY (the "LACMTA"), organized and existing pursuant to the laws of the State of California. The SGVCOG and the LACMTA shall be collectively referred to herein as the "Parties."

RECITALS:

- A. The LACMTA Board of Directors ("Board") includes a member appointed by the Los Angeles County City Selection Committee to represent the San Gabriel Valley of the County of Los Angeles. That member shall be referred to herein as the "COG Representative."
- B. The COG Representative requires staff assistance with his or her duties as a member of the LACMTA Board comparable to staff available to other Board members.
- C. The LACMTA acknowledges the need of the COG Representative to have a staff assistant ("Assistant") to provide support services in the performance of his or her duties as a Board member.
- D. The Parties desire that the SGVCOG contract directly with the Assistant for the provision of services to aid the COG Representative, and as such, the Parties understand and acknowledge that the Assistant will not be an employee of the LACMTA.
- E. The LACMTA desires to provide office accommodations to the Assistant and to reimburse the COG a portion of the cost of the Assistant's compensation.

NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT:

Section 1. Contract between SGVCOG and Assistant

- A. The SGVCOG shall exercise its sole discretion in selection of the Assistant. The SGVCOG shall contract directly with the Assistant for the service of the Assistant. The contract between the SGVCOG and the Assistant shall herein be referred to as the "Contract."
- B. Assistant shall be a contractor of the SGVCOG and shall not under any circumstances be deemed an employee of the LACMTA.

Section 2. Payment.

- A. The LACMTA shall reimburse the SGVCOG in an amount equal to the actual annual cost of the Contract, plus an administrative fee not to exceed 3% of the actual annual cost of the Contract, however, in no event shall the total reimbursement from the LACMTA to the SGVCOG exceed \$91,065.14 for the first 12 months of the Contract, and the same amount for each consecutive 12-month period thereafter during the term of this MOU, except as provided in Section 2.B, below.
- B. During the term of this MOU, the reimbursement from the LACMTA to the SGVCOG for the cost of the Contract shall remain unchanged, except that the LACMTA shall increase the

reimbursement due the SGVCOG by the same percentage as that approved by the Board for LACMTA non-contract employee salary increases. The increase in reimbursement shall be effective the same date that the LACMTA Board-approved LACMTA non-contract salary increase becomes effective.

- C. The reimbursement described in this Section 2 shall be payable by the LACMTA to the SGVCOG in 12 monthly installments, each such installment representing approximately 1/12th of the annual reimbursement for the Contract as due under Sections 2.A and B, above. Each month, the SGVCOG shall send the LACMTA an invoice for the amount due. The LACMTA shall pay the SGVCOG the invoiced amount within 30 days of receipt.

Section 3. Accommodations.

- A. The LACMTA shall provide the Assistant throughout the term of this MOU with accommodations at its headquarters to aid in the performance of Assistant's duties to provide support services for the COG Representative in the performance of his or her duties as a Board member. The accommodations shall include a common area with access to an office, telephone, and a computer with Internet access, and any other accommodations to which the Parties mutually agree.
- B. The office space provided by the LACMTA pursuant to this paragraph shall not be the primary office of the Assistant.
- C. The LACMTA shall provide the Assistant throughout the term of this MOU with the same access to and within the LACMTA headquarters as that enjoyed by deputies to the other Board members.

Section 4. Term.

The term of this MOU shall commence on July 1, 2017 and expire on June 30, 2022, unless terminated earlier by mutual written agreement of the Parties.

Section 5. Miscellaneous.

- A. Notices. All notices which any Party required or desired to give hereunder shall be in writing and shall be deemed given on the date delivered personally or five (5) days after mailing by registered or certified mail (return receipt requested) to the following addresses or at such other addresses as the parties may from time to time designate by written notice in the aforesaid manner.

To the SGVCOG: San Gabriel Valley Council of Governments
1000 S. Freemont Avenue, Unit 42
Alhambra, CA 91803

Attention: Phil Hawkey, Executive Director

To the LACMTA: Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Attn: Phillip A. Washington, Chief Executive Officer

- B. Binding Effect. This MOU shall be binding upon and insure to the benefit of each Party to this Agreement and their respective successors and assigns.

- C. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by the Parties.
- D. Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.
- E. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.
- F. No Presumption in Drafting. The Parties agree that the general rule that an Agreement is to be interpreted against the Party drafting it or causing it to be prepared shall not apply.
- G. Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- H. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first above written.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Phil Hawkey, Executive Director

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

Phillip A. Washington, Chief Executive Officer

Attachment B

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MARY LOU ECHTERNACH
AND
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)**

THIS AGREEMENT is made this first day of August, 2017 by and between Mary Lou Echternach (hereinafter referred to as ("Consultant")) and San Gabriel Valley Council of Governments (hereinafter referred to as "SGVCOG").

RECITALS

The following recitals are a substantive part of this Agreement:

The Los Angeles County Metropolitan Transportation Authority (LACMTA) Board of Directors (Board) includes a member nominated by the San Gabriel Valley sub-region and elected by the Los Angeles County City Selection Committee. That member shall be referred to herein as the Cities Representative (Metro Board Member).

The LACMTA acknowledges the need of the Board Member to have a specialized consultant (Consultant) to provide support services in the performance of the duties and responsibilities of the Board member.

The LACMTA shall provide funding to support the specialized services as agreed between LACTMA and SGVCOG, copy attached, plus an administrative fee of 3% to the SGVCOG for staff assistance, ~~however, in no event shall the total from the LACMTA to the SGVCOG exceed \$85,000 annually.~~ Should the funding by LACTMA be reduced or cease, Consultant understands that SGVCOG may terminate this Agreement immediately.

The Parties understand and acknowledge that the Consultant will not be an employee of either the LACMTA or the SGVCOG.

Consultant is qualified by virtue of experience, training, education and expertise to accomplish these services.

Consultant represents that she has an independent business providing consulting services of the type required by this Agreement and that she has taken all steps necessary to obtain all necessary licenses and permits, including a business license, relating to the operation of her business.

IT IS AGREED AS FOLLOWS:

1. Term of Agreement

This Agreement shall cover services rendered from August 1, 2015 to July 31, 2016, unless earlier terminated as provided herein. The parties, may, at their joint option, renew the agreement for an additional one (1) year term.

All services shall be performed in accordance with generally accepted professional practices and principles of the SGVCOG and to the satisfaction of the Board Member.

2. Scope of Work and Deliverables

Consultant will perform the following services as identified in Exhibit A attached hereto and incorporated herein by reference, and other tasks as are assigned and agreed upon by the parties. With regard to the services required to be performed by Consultant, she shall submit regular written reports regarding her activities to the Board Member and to the SGVCOG as a whole to the extent directed by the Board Member. The Consultant shall also provide assistance to the cities and groups of cities of the SGVCOG as they are developing transportation projects, with the approval of either the SGVCOG Board, SGVCOG Executive Director or the Board Member. Consultant shall support the Board Member in all LACMTA duties, including addressing transportation issues and priorities of the SGVCOG and its member cities. Consultant shall take direction primarily from the Board Member. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

3. Compensation and Payment

The SGVCOG shall pay Consultant a retainer of ~~\$8333.30~~10,500 (1/12th of ~~\$12600,000~~) per month for the term of this Agreement, unless this Agreement is terminated early in accordance with Section 6 hereof, in which case payment to the Consultant shall be made only for those months, or fraction thereof, for which this Agreement is in effect. The SGVCOG shall be reimbursed by LACMTA for the payments for Consultant's services pursuant to this Agreement. The compensation amount for Consultant's services may be adjusted in an amount reflecting any increases to LACMTA's reimbursement limit. It shall be Consultant's responsibility to request any such adjustment and provide confirmation satisfactory to the SGVCOG of increases to LACMTA's reimbursement limit.

Consultant shall be responsible for all expenses incurred by her in the performance of services pursuant to this Agreement, including but not limited to office expenses, insurance, automobile, travel, and any other expense incurred relating to this Agreement. There shall be no additional compensation for expenses unless pre-approved by the SGVCOG.

It shall be the responsibility of the Consultant to regularly advise SGVCOG of the progress of the work and expenditures incurred. Consultant shall submit monthly invoices with a monthly activity report for services rendered. SGVCOG shall pay uncontested invoices within fifteen (15) days of receipt of funds from LACMTA. Consultant shall submit invoices addressed

to the SGVCOG, c/o San Gabriel Valley Council of Governments, Executive Director, 1000 South Fremont, Unit 42, Suite 10210, Alhambra, CA 91803.

4. Subcontracting

Consultant shall not subcontract work under this Agreement without the express written consent of the SGVCOG. It is mutually understood and acknowledged that SGVCOG is entering into this Agreement with Consultant in specific reliance on its professional qualifications.

5. Accounting Records

Consultant shall maintain accounting records and other evidence pertaining to her billing for services under this Agreement, which records and documents shall be kept available at the Consultant's California office during the term of this Agreement and thereafter for three years from the date of final payment.

6. Termination

This contract may be terminated by either party at any time for breach. Should the funding by LACTMA be reduced or cease, Consultant acknowledges that SGVCOG may terminate this Agreement immediately. The SGVCOG or Consultant may in either's sole discretion terminate unilaterally and without cause upon 30 days' written notice to the other party. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, reports, summaries, notes, charts, agreements, correspondence, strategy analyses, etc. shall be the sole property of SGVCOG and shall be delivered to the SGVCOG within ten (10) days of delivery of termination notice to Consultant, at no cost to SGVCOG. Any use of uncompleted documents without specific written authorization from Consultant shall be at SGVCOG's sole risk and without liability or legal expense to Consultant.

7. Liability and PERS Indemnity

Consultant agrees to indemnify the SGVCOG, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or intentional tortious acts, errors or omissions of Consultant.

PERS Eligibility Indemnification: In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the SGVCOG, Consultant shall

indemnify, defend, and hold harmless SGVCOG for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of SGVCOG.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by SGVCOG, including but not limited to eligibility to enroll in PERS as an employee of SGVCOG and entitlement to any contribution to be paid by SGVCOG for employer contribution and/or employee contributions for PERS benefits.

8. Insurance

Consultant shall procure and maintain at consultant's cost and expense the following insurance, which shall be maintained throughout the term of this Agreement:

A. Automobile Liability Insurance for the vehicle used in performance of this contract with minimum coverage of \$50,000 for property damage, \$500,000 for injury to one person/single occurrence, and \$500,000 for injury to more than one person/single occurrence.

B. Deductibility Limits for policies referred to in subsection 8A shall not exceed \$5,000 per occurrence.

C. Primary Insurance. The insurance required in subsection 8A shall be primary and not excess coverage.

D. Evidence of Insurance. Consultant shall furnish SGVCOG satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California. Failure on the part of Consultant to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement, which shall entitle SGVCOG to cancel this agreement without notice or, at its option, to procure or renew such insurance, and pay any premiums therefore at Consultant's expense.

9. Enforcement of Agreement

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

10. Conflicts of Interest

No member of the governing body of the SGVCOG and no other officer, employee, or agent of the SGVCOG who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or

indirect, in this Agreement. Consultant covenants that she presently does not have and will not, during the term of this Agreement, acquire any interest, directly or indirectly, which would conflict in any manner with the interest of the SGVCOG or its members, or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that she will not enter into any agreement to provide services to individual SGVCOG members.

11. Independent Contractor

The Consultant is and shall at all times remain as to the SGVCOG a wholly independent contractor. Neither the SGVCOG nor any of its agents shall have control over the conduct of the Consultant. It is understood that Consultant will use her independent judgment as to the methods, means, timing and location of performing the services required by this Agreement but the desired results will be as determined by SGVCOG and the Board Member and shall be provided by the deadlines or within the time periods required by the SGVCOG and the Board Member, or as necessitated by the LACMTA. The Consultant shall not at any time or in any manner represent that it in any manner is an agent or employee of the SGVCOG.

12. Other Employment

SGVCOG acknowledges that Consultant may be engaged in consulting work for other clients as long as consulting work does not create any conflict of interest with the services provided to the Board Member or the SGVCOG pursuant to this Agreement, or violate the terms of this Agreement.

13. Taxes.

The Consultant agrees to pay all required taxes on amounts paid to the Consultant under this Agreement, and to indemnify and hold the SGVCOG harmless from any and all taxes, assessments, penalties, and interest asserted against the SGVCOG by reason of the independent contractor relationship created by this Agreement.

14. Modification

This Agreement may be modified only by subsequent mutual written agreement executed by SGVCOG and Consultant.

15. Assignability

Consultant shall not assign or transfer interest in this Agreement.

16. Entire Agreement of the Parties

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Consultant by SGVCOG and contains all the covenants and agreements between the parties with respect such employment in

any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both SGVCOG and Consultant.

17. Authority to Execute and Notices.

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below.

Executive Director
San Gabriel Valley Council of Governments
1000 South Fremont, Unit 42
Suite 10210
Alhambra, CA 91803

Consultant:
Mary Lou Echternach
555 Maine Ave, #427
Long Beach, [Ca-CA](#) 90802

18. Partial Invalidity

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall be severable and enforceable.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

These parties have executed this Agreement on the day and year shown above, in Los Angeles County, California.

San Gabriel Valley
Council of Governments

Consultant

PHILIP A. HAWKEY

MARY LOU ECHTERNACH

EXHIBIT A

SCOPE OF WORK

The Consultant will provide staff support for the LACMTA Board Member, which shall include but not be limited to, the following:

- Attend relevant MTA and MTA-related meetings, in addition to other transportation-related summits, meetings or forums which impact METRO and the region and inform the policy decision-making of the Board Member;
- Support implementation of Measure R and Measure M in San Gabriel Valley, including supporting development and approval of subregional programming plans; funding MOUs and other funding agreements, guidelines, and documents as necessary.
- Review and analyze MTA-generated reports, memos and other written material to assist the Board Member in making informed decisions on policies and programs and other items considered by the Board;
- Working with Metro, coordinate and assist SGVCOG in gathering relevant feedback on the Countywide Sustainability Policy to assure consistency with the RTP/SCS ~~per use of AB-2766 funding~~;
- Continue to support Congestion Reduction Program through close collaboration with Metro, State and Federal agencies and the cities along the 1-10 project corridor;
- Recommend action and strategies for the successful passage of policy items under the consideration by the LACMTA Board;
- Prepare correspondence and reports for and on behalf of the Board Member; prepare speaking points for media events, speaking engagements.
- Provide liaison services on behalf of the Board Member to the Councils of Governments, member cities, city staff, elected officials and other stakeholders to facilitate two-way communication, including preparation of monthly newsletters, and the coordination of advocacy efforts;
- Assist Councils of Governments and member cities on administrative issues within the MTA;
- Assist in developing support for transportation projects, programs and services which benefit the San Gabriel Valley cities and populace of the region as a whole;

- Review and monitor state legislation; schedule and attend meetings as is necessary; [accompany Director , or act on Director's behalf, for Metro legislative purpose to Sacramento and Washington D.C.](#)
- Monitor and report on transportation-related activities of other regional agencies' policy deliberations and actions;
- Assist with other projects, events and activities as required.