SUBRECIPIENT AGREEMENT
BY AND BETWEEN
GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND
CITY OF _______________
(West Santa Ana Branch Transit Corridor – Environmental Clearance)

This Subrecipient Agreement ("Agreement"), is made and entered this 25th day of October, 2017 ("Effective Date"), by and between the Gateway Cities Council of Governments, a California joint powers authority, ("GCCOG") and the City of _______________, a California municipal corporation, ("City") (individually a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the GCCOG has entered into a Funding Agreement with the Los Angeles County Metropolitan Transportation Authority ("LACMTA") as approved by the LACMTA Board of Directors on September 22, 2016, for the GCCOG to provide third-party administration with respect to thirteen GCCOG member cities, including the City, participating in LACMTA’s environmental clearance of the West Santa Ana Branch Transit Corridor ("Project"), to be led by the Eco-Rapid Transit Joint Powers Authority; and

WHEREAS, the Funding Agreement identifies the City as a subrecipient and sets forth a funding allocation for the City with respect to the Project; and

WHEREAS, the Funding Agreement also sets forth a Collaborative Effort framework defining roles and responsibilities of LACMTA, GCCOG, and Participating Agencies, which includes the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Funding Agreement Incorporated. The Funding Agreement is attached hereto as Exhibit "A" and incorporated by this reference as if fully set forth herein.

3. Term. The term of this Agreement shall be the same as the term for the Funding Agreement.

4. Requirements. The City shall comply with all requirements for Participating Agencies set forth in Exhibit A to the Funding Agreement.
5. **Indemnification.** Neither LACMTA nor GCCOG, 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 the City, its officers, agents, employees, contractors, and subcontractors in connection with the Project. The City shall fully indemnify, defend and hold LACMTA, GCCOG, and their respective officers, agents, and employees harmless from and against any liability 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 risk of property, any environmental obligation, any legal fees and claims for damages of any nature whatsoever arising out of the City’s acts or omissions in connection with the Project, including, without limitation: (1) use of the funds from the Funding Agreement by the City, its officers, agents, employees, contractors, or subcontractors; or (2) breach of the City’s obligations under this Agreement. This indemnification provision shall survive termination of this Agreement.

6. **Insurance.** Pursuant to the Section V(G) of the Funding Agreement, the City shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons, or damages in property which may arise from on in conjunction with the performance of the work hereunder by the City, its agents, representatives, employees, contractors, or subcontractors. As respects Professional Liability, coverage must be maintained and evidenced provided, for two years following expiration of the Agreement.

A. **MINIMUM SCOPE OF INSURANCE:** Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability coverage (concurrency form CG0001).

2) Insurances Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

4) Professional Liability Insurance.

B. **MINIMUM LIMITS OF INSURANCE:** The City shall maintain limits no less than:

1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or Other form with a general aggregate limit is used, the general aggregate limits shall be twice the required occurrence limit of $2,000,000. Products/ Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
2) Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

4) Professional Liability: $1,000,000 per occurrence.

C. OTHER INSURANCE PROVISIONS: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) LACMTA, GCCOG, and their respective subsidiaries, officials and employees are to be covered as additional insured as respects liability arising out of the activities performed by or on behalf of the AGENCY; products and completed operations of the AGENCY; premises owned, occupied or used by the AGENCY; or automobiles owned, leased, hired or borrowed by the AGENCY. The general liability coverage shall also include contractual, personal injury, independent contractors and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.

2) For any claims related to this Agreement, insurance provided by the AGENCY shall be primary as respects LACMTA, GCCOG, and their respective subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA shall be in excess of any program of insurance afforded by the AGENCY and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to LACMTA, GCCOG, and their respective subsidiaries, officials and employees.

4) The program of insurance provided by the City 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.

5) Each insurance policy is required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to GCCOG.

6) Worker's Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA and GCCOG.

7) Professional Liability insurance shall be continued, and evidence provided to GCCOG, for two years following termination of this Agreement.
8) Coverage provided for two years in the event of cancellation or non-renewal.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS
Notwithstanding anything to the contrary, the insurance requirements contained herein may be met with a program of self-insurance.

E. ACCEPTABILITY OF INSURERS
Insurance is to be placed with California admitted, or non-admitted carriers approved by the California Department of Insurance. All carriers must have a current A.M. Best's rating of no less than A-VII, unless otherwise approved by GCCOG. This section does not apply to a self-insured agency.

F. VERIFICATION OF COVERAGE
AGENCY shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized to attest to validity of coverage and protections afforded LACMTA. All documents are to be received and approved by LACMTA before work commences. If requested by LACMTA, AGENCY shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

7. Termination of Agreement. Either party may terminate this Agreement for any reason, in whole or in part, by giving the other party thirty (30) days' written notice thereof. In the event of early termination, the Parties shall coordinate with LACMTA with respect to any funds owed to either Party pursuant to the Funding Agreement.

8. Amendments. This Agreement may be amended by written agreement of the Parties.

9. Notice. Any notice required to be given or delivered by any provision of this Agreement shall be deposited in any United States Post Office, registered or certified, postage prepaid, addressed as set forth below, and shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours thereafter. Written notice shall be sent to the following addresses, which may be changed by written notice of the Parties:

To Gateway: Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723
Attention: Jack Joseph

To City: Bell
6330 Pico Avenue
Bell CA 90201
10. **Waiver.** Waiver by a 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, or a waiver of any subsequent breach or violation of any provision of this Agreement.

11. **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.

12. **No Presumption in Drafting.** The parties to this Agreement 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.

13. **Entire Agreement.** This Agreement 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.

14. **Severability.** If any term, provision, 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).

15. **Litigation/Proceeding Fees.** 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 fees, costs and expenses, in addition to any other relief to which it may be entitled.

16. **Successors.** This Agreement shall be binding upon and injure to the benefit of any successor of a Party.

17. **Assignment and Delegation.** Neither party may assign any rights nor delegate any duties under this Agreement.

18. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

19. **Execution.** The legislative bodies of the Parties hereto each have authorized execution of this Agreement, as evidenced by the respective authorized signatures attested below.
IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed the day and year first written above.

CITY OF __________

By: __________________________
Title: _________________________

ATTEST:
City Clerk

By: __________________________

APPROVED AS TO FORM:

_____________________________
City Attorney

GATEWAY CITIES COUNCIL OF GOVERNMENTS

Jhonny Pineda, President

ATTEST:

_____________________________
Jack M. Joseph, Acting Secretary

APPROVED AS TO FORM

_____________________________
Richard D. Jones, Legal Counsel
EXHIBIT A

FUNDING AGREEMENT BETWEEN
THE GATEWAY CITIES COUNCIL OF GOVERNMENTS AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY