

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MICHAEL S. BOHLKE AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)

THIS AGREEMENT is made this 25th day of June, 2015, by and between Michael S. Bohlke (hereinafter referred to as "Consultant") and South Bay Cities Council of Governments (hereinafter referred to as "SBCCOG").

RECITALS

The following recitals are a substantive part of this Agreement:

- A. The South Bay Cities Council of Governments (SBCCOG) has received funding from the Los Angeles County Transportation Authority (LACMTA) to obtain staffing assistance for the Southwest Sector representative on the LACMTA Board.
- B. Consultant is qualified by virtue of experience, training, education and expertise to accomplish these services.

IT IS AGREED AS FOLLOWS:

1. Term of Agreement

This Agreement shall cover services rendered from August 1, 2015 to July 31, 2017 and month to month thereafter unless extended by amendment or earlier terminated as provided herein.

All services shall be performed in accordance with generally accepted professional practices and principles and to SBCCOG's satisfaction.

2. Scope of Work and Deliverables

Consultant will perform the following services as noted in the Exhibit A attached hereto and incorporated herein by reference, and other tasks as are assigned and agreed upon by the parties. Consultant shall support the Southwest Sector MTA Board Director in all LACMTA duties, including addressing transportation issues of the Southwest Corridor sector as referred by the Westside Cities COG and SBCCOG.

Consultant shall take direction primarily from the Southwest Corridor Sector MTA Board Director. Where there is a conflict in direction or priority of assignments as among the Director and/or the SBCCOG or the Westside Cities COG, those parties shall be responsible for reconciling the conflict.

3. Payment

Consultant shall be paid compensation not to exceed \$7,829.45 per month or a total of \$93,953.43 per year. There shall be no additional compensation for expenses unless pre-approved by the SBCCOG. For subsequent contract years, the consultant shall receive the same compensation except for increases which will be the same percentage as that approved by the Board for LACMTA non-contract employee salary increases. The increase shall be effective the same date that the LACMTA Board approved LACMTA non-contract salary increase becomes effective.

It shall be the responsibility of the Consultant to regularly advise SBCCOG of the

progress of the work and expenditures incurred. Consultant shall submit monthly invoices for services rendered and for reimbursable expenses incurred. SBCCOG shall pay uncontested invoices within fifteen (15) days of receipt of funds from LACMTA. Consultant shall submit invoices addressed to the SBCCOG @ jacki@southbaycities.org or 20285 Western Avenue, Suite 100, Torrance, Ca. 90501.

Monthly reports on work performed shall be submitted with the invoice to SBCCOG and Westside Cities COG and the MTA Board representative, as requested.

4. Subcontracting

Consultant shall not subcontract work under this Agreement without the express written consent of the SBCCOG. It is mutually understood and acknowledged that SBCCOG 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 costs incurred, 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. Ownership of Data

Consultant shall treat all confidential materials received from SBCCOG, Westside Cities COG or member cities as such. All confidential materials shall be clearly marked as such.

7. Termination

This contract may be terminated by either party at any time for breach. The SBCCOG may in its sole discretion reduce the scope of services (and corresponding compensation) or terminate unilaterally and without cause upon thirty (30) days written notice to the Consultant. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

8. Non-Solicitation Clause

The Consultant warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the SBCCOG shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

9. Indemnity

Consultant agrees to indemnify the SBCCOG, 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, its agents, employees, subcontractors, or invitees, provided for herein. Consultant will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees and court costs incurred in connection herewith. Consultant will promptly pay any judgment rendered against SBCCOG, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities. In the event SBCCOG, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligence or intentional tortious acts of Consultant hereunder, Consultant agrees to pay SBCCOG, its officers, agents, or employees, any and all costs and expenses incurred by SBCCOG, its officers, agents or employees in such action or proceeding, including but not limited to reasonable attorney's fees.

10. Insurance

A. Without limiting Consultant's obligations arising under Section 9 Indemnity, Consultant shall procure and maintain at his sole cost and expense the following insurance, which shall be maintained throughout the term of this Agreement.

i. 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 subparagraphs A (i) shall not exceed \$5,000 per occurrence.

C. Primary Insurance. The insurance required in paragraphs A (i) and shall be primary and not excess coverage.

D. Evidence of Insurance. Consultant shall furnish SBCCOG satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California. All required insurance policies are subject to approval of the SBCCOG General Counsel. 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 or procure or renew such insurance, and pay any premiums therefore at Consultant's expense.

11. 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.

12. Conflicts of Interest

No member of the governing body of the SBCCOG and no other officer, employee, or agent of the SBCCOG 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; and the Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

13. Independent Contractor

The Consultant is and shall at all times remain as to the SBCCOG a wholly independent contractor. Neither the SBCCOG nor any of its agents shall have control over the conduct of the Consultant or any of the Consultant's employees, except as herein set forth. The Consultant shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the SBCCOG.

14. Other Employment

SBCCOG acknowledges that Consultant may be engaged in consulting work for other clients on issues similar to those on which Consultant is working with SBCCOG, and agrees that as such other activities arise they should be reviewed with SBCCOG to determine that they do not create any conflict of interest with the services provided to SBCCOG hereunder.

15. Taxes

The CONSULTANT agrees to pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and to indemnify and hold the SBCCOG harmless from any and all taxes, assessments, penalties, and interest asserted against the SBCCOG by reason of the independent contractor relationship created by this Agreement. In the event that the SBCCOG is audited by any Federal or State agency regarding the independent contractor status of the CONSULTANT and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the SBCCOG and the CONSULTANT, then the CONSULTANT agrees to reimburse the SBCCOG for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

15. **Workers' Compensation Law.**

The CONSULTANT shall fully comply with the workers' compensation law regarding the CONSULTANT and the CONSULTANT's employees. The

CONSULTANT further agrees to indemnify and hold the SBCCOG harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The SBCCOG shall have the right to offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the SBCCOG from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the SBCCOG any reimbursement or indemnification arising under this Section. If the CONSULTANT has no employees for the purposes of this Agreement, the

CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

16. Modification

This Agreement constitutes the entire Agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by SBCCOG and Consultant.

17. Assignability

Consultant shall not assign or transfer interest in this contract without the prior written consent of the SBCCOG.

18. 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 SBCCOG 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 SBCCOG and Consultant.

19. Authority to Execute

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

20. Notices

All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address, as follows:

South Bay Cities Council of Governments
20285 Western Avenue, Suite 100
Torrance, California 90501
Attention: Jacki Bacharach, Executive Director

CONSULTANT:
MICHAEL S. BOHLKE
9016 Cresta Drive
Los Angeles, CA 90035

21. Preservation of Agreement

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.

22. 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.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

CONSULTANT

James F. Goodhart, CHAIR

Michael S. Bohlke

ATTEST:

Marcy Hiratzka, Board Secretary

EXHIBIT A

SCOPE OF WORK

The Deputy will provide staff support for the LACMTA Southwest Corridor Sector 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;
- 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;
- 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;
- 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 cities and populace of the South Bay and Westside of Los Angeles County and the region as a whole;
- Monitor, attend meetings when necessary and report to Westside and South Bay Cities COG on relevant SCAG, AQMD and other regional agencies' policy deliberations and actions;
- Monitor and report on transportation-related activities at the Ports of Los Angeles and Long Beach regarding good movement issues
- Assist with other projects, events and activities as required.

Exhibit B

**Certificate of Exemption from
Workers' Compensation Insurance**

TO: South Bay Cities Council of Governments

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____