

**COVER PAGE**  
**MEMORANDUM OF UNDERSTANDING**

No. M-003-18  
35428

**SCAG Overall Work Program (OWP) No:** 150-4590.01

**Federal/State Awarding Agency:** Federal Transit Administration  
**CFDA Number and Name:** 20.505 Metropolitan Planning Program Section 5303  
**Federal Award Identification Number (FAIN) No:** N/A  
**Federal Award Date:** N/A  
**Total Amount of the Federal Award:** N/A  
**Federal Award Project Description:** N/A

**Pass-Through Awarding Agency:** California Department of Transportation (Caltrans)  
**Pass-Through Award No:** 74A0822  
**Pass-Through Award Date:** January 1, 2015  
**Pass-Through Award End Date:** December 31, 2024  
**Pass-Through Agency Contact:** Linda Taira, Branch Chief, Caltrans District 7

**Sub-Recipient Name:** City of Long Beach Department of Health and Human Services  
**Sub-Recipient's DUNS No:** 130009269

**Total Amount of the Subaward Project Budget:** \$250,000 (inclusive of \$50,000 in-kind match)  
**Total Amount of Federal Funds Obligated to the Sub-Recipient:** \$170,863  
**Total Amount of Non-Federal Funds Obligated to the Sub-Recipient:** \$22,137  
**Total Amount of Consultant Contracts (Procured by SCAG):** \$7,000  
**Total Match Funds:** \$50,000 (LBDHHS In-Kind Match)

**Subaward Period of Performance Start Date:** Effective Date of the Agreement  
**Subaward Period of Performance End Date:** 06/30/2019

**Project R&D:** N/A  
**Indirect Cost Rate for the Federal Award:** 10% de Minimis rate

**Subaward Project Title:** THE LONG BEACH SAFE ROUTES TO SCHOOL PROGRAM

**Subaward Project Description:**

City of Long Beach Department of Health and Human Services is implementing a Safe Routes to School (SRTS) Program that will target elementary schools where at least 80% of the population is eligible for free or reduce price meals. The goal is to decrease collisions and increase walking and biking to school by: implementing SRTS activities at up to 25 elementary schools; training staff to facilitate bike and pedestrian safety workshops at schools; and utilizing advertising and education strategies to encourage safe driving near schools.

35428

MOU No. :M-003-18  
SCAG Project/OWP No. :150-4590.01

**MEMORANDUM OF UNDERSTANDING  
No. M-003-18**

**BETWEEN THE  
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
AND THE CITY OF LONG BEACH DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FOR THE LONG BEACH SAFE ROUTES TO SCHOOL PROGRAM**

(SCAG Project/OWP No. 150-4590.01)

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between the **Southern California Association of Governments** (“SCAG”) and **City of Long Beach Department of Health and Human Services** (“CITY”), for the Long Beach Safe Routes to School Program, subsequently herein referred to as “Project.” SCAG and CITY are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

**RECITALS**

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, SCAG has also initiated its Sustainability Planning Grant Program (“Sustainability Program”) to assist Southern California jurisdictions in evaluating planning options and stimulating development consistent with SCAG’s RTP/SCS and the region’s overall planning goals. SCAG’s Sustainability Program supports planning and visioning efforts, infill analyses, economic and policy analyses, public outreach and engagement programs, and marketing and communication programs;

WHEREAS, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in activities and projects that will require certain technical, professional, or support services from time to time related to its work regarding the RTP/SCS and the Sustainability Program;

WHEREAS, the CITY is implementing a Safe Routes to School (SRTS) Program that will target elementary schools where at least 80% of the population is eligible for free or reduce price meals. The goal is to decrease collisions and increase walking and biking to school by: implementing SRTS activities at up to 25 elementary schools; training staff to facilitate bike and pedestrian safety workshops at schools; and utilizing advertising and education strategies to encourage safe driving near schools (“Project”);

WHEREAS, through its Sustainability Program, SCAG has awarded the CITY grant funds to pursue the Project which supports the goals and policies of SCAG’s 2016 RTP/SCS;

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties, which includes SCAG to provide funding for the Project;

WHEREAS, the CITY will perform the services required for the Project as identified in the Scope of Work, attached hereto and incorporated herein by this reference in Exhibit “A.”

WHEREAS, SCAG has selected Walk Long Beach and City Fabrick (“Consultants”) to provide design services and training materials as identified in the Scope of Work, attached hereto as Exhibit “B.1 and B.2”;

WHEREAS, SCAG shall contribute a maximum, not to exceed amount of two-hundred thousand dollars (\$200,000) towards the total value of the Project (\$193,000 to the CITY and \$7,000 to SCAG Consultants), using Federal and Local Transportation Funds for the Project;

WHEREAS, the CITY will perform services as part of a Local In-Kind Match commitment in the total amount of \$50,000 for the project as described in the In-Kind Match Scope of Work and Budget, attached hereto and subsequently referred to as Exhibit “C,” and the In-Kind Match Report Form (“Match Report”), attached hereto and subsequently referred to as Exhibit “F;”

WHEREAS, CITY’s designated project manager, in coordination with SCAG’s designated project manager, will ensure the Scope of Work described in Exhibit A, B.1 and B.2 is performed by the CITY and selected Consultants;

WHEREAS, performance by the CITY and selected Consultants will begin on the dates indicated herein and shall be completed by June 30, 2019;

WHEREAS, this MOU shall supersede and replace any previous agreements or negotiations between SCAG and CITY related to the Project described herein; and

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30.

**NOW THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. MOU Contents**

This MOU is comprised of these terms and conditions and any attached Exhibits, and may be amended only by written agreement between SCAG and CITY. Such terms and conditions may be subject to change. The Recitals to this Agreement are also incorporated herein by this reference.

**2. Scope of Work**

- a. Services described in the Scope of Work in Exhibits “A, B.1 and B.2” shall be performed by CITY staff, Consultants or other members of the project team listed in the Project Budget attached hereto and subsequently referred to as Exhibit “E,” in accordance with applicable Federal and State requirements, including but not limited to the requirements set forth in Sections 7, 12, 13, 14 and 15 of this MOU.
- b. SCAG shall only be obligated to make payment to the CITY for work performed as part of Exhibit A, regarding the Project, up to the maximum amount of one-hundred and ninety-three thousand dollars (\$193,000). SCAG intends to use Federal and Local Transportation Funds to meet its funding obligations described herein.
- c. SCAG shall only be obligated to make payment to the Consultants for work performed as part of Exhibits B.1 and B.2., regarding the Project, up to the maximum amount of seven-thousand dollars

(\$7,000) or thirty-five hundred dollars (\$3,500) each. SCAG shall coordinate with the CITY and the selected Consultants, and secure CITY approval prior to issuing a Notice to Proceed to the Consultants and other related documentation of compliance with applicable procurement requirements and terms and conditions of this MOU.

- d. Subject to the execution of this MOU, SCAG hereby assigns to CITY the primary responsibility of managing the Consultants in performing the Scope of Work described in Exhibit B.1 and B.2. The CITY will coordinate with Consultant to provide written Quarterly Reports to SCAG's Project Manager. CITY's Project Manager shall review, approve Consultant's invoices and make recommendation to SCAG's Project Manager on whether or not to pay the invoice.
- e. Prior to approving a contract deliverable from the Consultant, SCAG's Project Manager will consult with CITY's Project Manager.
- f. CITY's Project Manager shall be notified and invited to: the kick-off meeting with the Consultant, all steering or technical advisory committee meetings, all public engagement outreach events, and all City Council or Commission meetings where the Project in whole or in part is being presented or discussed.

### 3. **Term**

The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until June 30, 2019, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

### 4. **Program Management**

- a. All work under this MOU shall be coordinated with SCAG and CITY through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

Rye Baerg  
Senior Regional Planner  
(213) 236-1866  
baerg@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to CITY.

- c. For purposes of this MOU, CITY designates the following individual as its Project Manager:

Lara Turnbull  
Program Director  
(562) 570-4294  
lara.turnbull@longbeach.gov

CITY reserves the right to change this designation upon written notice to SCAG.

## **5. Funding**

SCAG's contribution to the Project is funded wholly with Federal and Local Transportation Funds (non-federal), up to two-hundred thousand dollars (\$200,000). SCAG shall not be obligated to make payments for any Project costs that exceed two-hundred thousand dollars (\$200,000). SCAG shall not be obligated to pay for any increase in Project costs which exceeds SCAG's obligated funding amount.

## **6. Invoices, Progress Reports and Match Reports**

- a. All invoices submitted to SCAG for payment shall be e-mailed to [accountspayable@scag.ca.gov](mailto:accountspayable@scag.ca.gov) (file cannot exceed 10MB).
- b. Not less frequently than once in every quarter, CITY shall submit an invoice to SCAG using the Invoice Report, attached hereto and incorporated herein by this reference and subsequently herein referred to as Exhibit "D." The Invoice Report shall include a narrative description of the progress toward completion of tasks related to the Project.
- c. All CITY's costs charged pursuant to this MOU shall be supported by properly executed payrolls showing labor (wage) rates per hour, copies of time records, including complete timesheets or time cards signed by the employee and approved by the supervisor; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by SCAG.
- d. All direct costs billed must be specifically identified and supported with original receipts, invoices, or statements. Any travel and subsistence costs must be reasonable and are limited to those rates paid to non-represented/excluded State employees under California's State Department of Personnel Administration rules, subject to changes posted at: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>. SCAG does not pay for the consultant's travel time. Any direct costs not specifically identified in Exhibit "E", Project Budget, shall not be reimbursed.
- e. If applicable, for credit or reimbursement of indirect costs for work provided pursuant to Exhibits A, the CITY shall comply with applicable Federal and State requirements including but not limited to Caltrans regulations and policies. If CITY has a negotiated indirect cost rate approved by a cognizant agency, CITY must submit a copy of the approved indirect cost allocation plan to SCAG. Credit of indirect costs is contingent upon receipt by SCAG of a copy of a current indirect cost plan approved by Caltrans or a cognizant agency. However, the last approved indirect cost allocation plan shall remain in place until each new annual plan is approved, so long as Caltrans permits such practice. If CITY has not received a negotiated indirect cost rate previously, CITY may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC).
- f. SCAG shall pay Consultants directly upon receipt of Consultant invoices.
- g. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), CITY shall submit a Quarterly Progress Report in a format reasonably acceptable to SCAG's Project Manager. The Quarterly Report shall include, in narrative form, a description of services performed by Consultant as well as progress toward completion of tasks related to

the Project for the prior quarter and a reporting of all costs incurred regarding the Project, and include copies of paid Consultant invoices attached for SCAG's records.

- h. CITY shall submit an In-Kind Match Report with its invoice to SCAG, consistent with Exhibit F, with the following information included, but not limited to: Name of Project, Description of Services Provided, Period of the Service Performed, Staff Cost Incurred, Actual Hourly Pay Rates, Total Hours Worked, Fringe Benefit Rate, and Fringe Costs. Upon request of SCAG, the CITY shall provide additional information or documentation to support the costs contained in the In-Kind Match Report within thirty (30) calendar days.
- i. On all documents submitted to SCAG for the Project, including Invoices, In-Kind Match Reports and Progress Reports, the Project Number (OWP No. 150-4590.01) shall be referenced from the Effective Date through June 30, 2019.
- j. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. CITY agrees to submit any pending invoices to SCAG on or before July 21 during the contract's term (e.g., 7/31/17 & 7/31/18).

## **7. Cost Principles**

- a. CITY agrees to comply with the following:
  - 1) The Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Subchapter E, Part 31, et seq. (Office of Management and Budget Circular A-87 Revised, "Cost Principles for State, Local, and Indian Tribal Governments) and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards shall be used to determine the acceptability of individual project cost items; and
  - 2) The CITY agrees, and will require that its contractors be obligated to agree, that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items; and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The CITY and every contractor receiving Project funds under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. Any costs for which the CITY receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are to be repaid by the CITY within thirty (30) calendar days of the CITY receiving

notice of audit findings and a written demand for reimbursement from SCAG. Should the CITY fail to reimburse unallowable costs due SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the CITY.

## **8. Electronic Version of Work Products**

- a. For purposes of this Agreement, "Work Products" shall mean any deliverables, including reports, data files, newsletters or any other written or electronic materials provided pursuant to the Scope of Work.
- b. CITY shall submit one (1) electronic copy of all completed MOU and/or contract deliverables (including the final work product) associated with the Project pursuant to the Scope of Work to the assigned SCAG Project Manager.
- c. SCAG shall reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use MOU/contract deliverables and other work products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, reuse or authorization of reuse by others of deliverables and other work products without written verification by CITY will be at SCAG's sole risk and without liability or legal exposure to CITY. Such written verification by CITY shall not be unreasonably denied and shall be provided by CITY within ten calendar days of SCAG's request therefor.
- d. Subject to the California Public Records Act, all deliverables and related materials related to the Project shall be held confidential by Consultant. Nothing furnished to CITY or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. CITY shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as CITY treats its confidential information, but in no case less than reasonable care.

## **9. MOU Changes**

- a. No alteration or deviation of the terms of this MOU shall be valid unless made in writing and properly executed by both parties.
- b. Either Party may request, at any time, amendments to this MOU and will notify the other party regarding such changes. Within ten (10) calendar days from the date of the written notice, the requesting Party shall notify the other Party of the impact of such changes on the Scope of Work, schedule, and budget. Upon agreement between the Parties as to the required changes, an amendment to this MOU shall be prepared regarding the same. If the Parties are unable to reach an agreement regarding the changes requested by SCAG, the Parties may terminate this MOU in accordance with the provisions set forth in Section 19(a) of this MOU.

## **10. Notices**

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Basil Panas  
Chief Financial Officer  
Southern California Association of Governments  
900 Wilshire Blvd., Ste. 1700  
Los Angeles, CA 90017  
Phone: (213) 236-1832  
panas@scag.ca.gov

To CITY: Patrick West  
City Manager  
333 W. Ocean Blvd., 13th Floor  
Long Beach, CA 90802  
Phone: 562-570-6916  
patrick.west@longbeach.gov

## **11. Indemnification**

- a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, CITY undertakes and agrees to defend, indemnify, and hold harmless SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including the CITY's Consultant(s), employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions or violations of law by CITY, employees and agents in connection with its activities in pursuing the Project or under this MOU. CITY further agrees to require its Consultant to provide indemnification for SCAG to the same extent as CITY, in the contract(s) between CITY and its Consultant for work related to this Agreement.
- b. Except for the negligence or willful misconduct of CITY and any of its directors, officers, agents, employees, assigns, and successors in interest, SCAG undertakes and agrees to defend, indemnify, and hold harmless CITY and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SCAG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions or violations of law by SCAG or its employees and agents in connection with its activities in pursuing the Project or under this MOU.

## **12. Records Retention and Audits**

- a. CITY shall maintain all source documents, books and records connected with the Project and procurement of the Consultant and all work performed under this MOU for a minimum of four (4) years from the Completion Date or the date an audit resolution is achieved for each annual SCAG Overall Work Program (OWP), whichever is later, and shall make all supporting



information available upon request for inspection and audit by representatives of SCAG, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by SCAG upon request at no cost to SCAG.

- b. SCAG shall maintain all source documents, books and records connected with the Project under this MOU for a minimum of four (4) years from the Completion Date or the date an audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available upon request for inspection and audit by representatives of CITY, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by CITY upon request at no cost to the CITY.
- c. CITY shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item and produce Progress Reports which clearly identify reimbursable costs and other expenditures by OWP work elements.
- d. If applicable, CITY agrees to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by CITY in compliance with Subpart F of the Office of Management and Budget's Uniform Grant Guidance, formerly referred to as Circular A-133. The CITY is responsible for assuring that the Single Auditor has reviewed the requirements of this MOU. Copies of said audits shall be submitted to SCAG.
- e. Neither the pendency of a dispute nor its consideration by a Party or the State shall excuse the other Party from full and timely performance in accordance with the terms of this MOU.

### **13. Federal Certifications and Assurances**

- a. CITY shall adhere to the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334 and the 23 U.S.C. 1234. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to CITY to the same extent as SCAG and may include, but are not limited to:
  - 1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
  - 2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
  - 3) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- b. CITY shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C.

Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to CITY to the same extent as SCAG, and include but are not limited, the following areas:

- 1) Standard Assurances
- 2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
- 3) Drug Free Work Place Agreement
- 4) Intergovernmental Review Assurance
- 5) Nondiscrimination Assurance
- 6) DBE Assurance
- 7) Nondiscrimination on the Basis of Disability
- 8) Certification and Assurances Required by the U.S. Office of Management and Budget

c. Federal Lobbying Activities Certification.

- 1) By signing this MOU, CITY certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of CITY, respectively, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, CITY, as applicable, shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."
- 3) This certification is a material representation of fact, upon which reliance was placed when this MOU was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the Master Fund Transfer Agreement between SCAG and the State.

**14. Equal Employment Opportunity/Nondiscrimination**

- a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- b. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with

the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this MOU by reference and made a part hereof as if set forth in full.

- c. Noncompliance: In the event of noncompliance by either Party with the nondiscrimination provisions of this MOU, the other Party may cancel, terminate or suspend the MOU, in whole or in part.
- d. If required by DOT, additional or alternate sanctions for noncompliance may be imposed.

### **15. Conflict of Interest**

The Parties shall comply with Federal and State conflict of interest laws, regulations and policies.

### **16. Independent Contractor**

CITY and its Consultant(s), officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of SCAG.

### **17. Disputes**

Except as otherwise provided in this MOU, if a dispute arises between the Parties to this MOU, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:

- a) A meeting shall be held promptly between the Parties that will be attended by the CITY's Project Manager and SCAG's Project Manager as well as individuals with decision-making authority (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.
- b) If the Parties are unsuccessful in resolving the dispute under (a) above, they may:
  - (1) agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or
  - (2) initiate litigation following advance written notice to the other Party of not less than thirty (30) days.
- c) If any party should bring a legal action against the other to enforce the terms of this MOU, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, as determined by a court of competent jurisdiction in said proceeding.

### **18. Noncompliance**

In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated.

## **19. Termination of MOU**

- a. **Termination for Convenience.** Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the MOU shall be provided to SCAG and CITY shall be paid for all services performed by Consultant and accepted by CITY provided the required consultation between CITY and SCAG has been undertaken in accordance with Section 2(e) of this MOU. Further, the Party terminating this MOU before the effective date of termination shall be responsible for any actual, incurred termination costs incurred by the Consultant as a result of such termination notice.
- b. **Termination for Cause.** If through any cause, CITY shall fail to timely and adequately fulfill its obligations under this MOU, or if CITY violates any of the covenants, agreements, or stipulations of this MOU, SCAG shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to CITY of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for CITY to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.
- c. If through any cause, SCAG shall fail to timely and adequately fulfill its obligations under this MOU, or if SCAG violates any of the covenants, agreements, or stipulations of this MOU, CITY shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to SCAG of the intent to terminate and specifying the effective date thereof. CITY shall provide a reasonable opportunity for SCAG to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that CITY invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to CITY at its option.

## **20. Non-Assignment**

- a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU. Any assignment without such written consent shall be void and unenforceable.
- b. The covenants and agreement of this MOU shall inure to the benefit of, and shall be binding upon each of the Parties and their respective successors and assignees.

## **21. Release of Information**

CITY shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of SCAG, except as required by law and with prior written notice to SCAG.

## **22. Severability**

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

**23. Survival**

The following sections survive expiration or termination of this MOU:

- Section 8 (Electronic Version of Work Products)
- Section 11 (Indemnification)
- Section 17 (Disputes)
- Section 21 (Release of Information)

**24. Jurisdiction and Venue**

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

**25. Waiver**

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

**26. Standard of Care**

The Parties and Consultant shall perform the work required for the production of the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

**27. Force Majeure**

Neither CITY, SCAG or Consultant nor CITY shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control of CITY, SCAG or Consultant.

**28. Execution of MOU or Amendment**

This MOU, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one

and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized signature.

**29. Effective Date**

This MOU shall be effective as of the last date in which the document is executed by both Parties.


**30. Entire MOU**

This MOU, including the attached Exhibits A, B.1, B.2, C, D, E and F represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.


**SIGNATURE PAGE TO  
MEMORANDUM OF UNDERSTANDING NO. M-003-18**

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

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")**

By:  12/21/17  
Basil Panas  
Chief Financial Officer Date

**APPROVED AS TO FORM:**


By:  12/21/17  
Joann Africa  
Chief Counsel/Director of Legal Services Date

**CITY OF LONG BEACH ("CITY")**

By:  12/11/17  
Patrick West  
City Manager   
Assistant City Manager Date

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

**APPROVED AS TO FORM:**

By:  12/4/17  
Charles Parkin LINDA VU  
City Attorney Deputy Date

## Exhibit A CITY Scope of Work

Scope of Work			
	Task	Description	Deliverables
<b>Task 1: Project Management</b>			
1.1	Grant management	Provide fiscal and programmatic oversight to ensure that grant objectives are achieved and funds are spent appropriately.	Signed contract, reports and invoices
1.2	Coordination and collaboration	Coordinate and host quarterly meetings with funded and unfunded partners to ensure coordination and provide technical assistance/training to program staff and partners.	Agendas, meeting minutes, sign-in sheets
1.3	Staff training	Provide necessary training, which includes: webinars; tutorials and the review of existing walk and bike to school toolkits, resources, and curricula; training on curriculum and supplemental materials that will be used to conduct SOW activities; ongoing training and support as needed to ensure curriculum fidelity and completion of activities described in SOW.	Agendas and training material
1.4	Staff supervision	Directly supervise grant funded staff who will be implementing programmatic activities as part of this project, including weekly staff meetings.	Meeting agendas
1.5	Sub-consultant management	Work with SCAG to ensure sub-consultant agreements and scopes of work are in place and provide fiscal and programmatic oversight to subcontractors to ensure objectives are achieved and funds are appropriately spent. Programmatic oversight coordinated at quarterly meetings (see 1.2).	Subcontract agreements and reports
<b>Task 2: Planning</b>			
2.1	School outreach and coordination	<p>Outreach to all elementary schools (K-5) where at least 80% of population is eligible for free/reduced price meals to participate in the program (outreach to up to 25 schools). Staff will outreach via invitation letters and phone calls to school administrators and school staff at all eligible schools.</p> <p>Once participating schools have been identified, staff will promote student, parent, and classroom participation via posters/banners and the "school loop" email sent out to parents and posted on the school webpages.</p>	List of contacted schools and participating schools, promotion materials
2.2	Plan walk/bike to school activities	<p>Working together with partners, plan and schedule walk/bike to school activities at participating schools.</p> <p>Develop a menu of walk/bike to school activities and compile all materials necessary to implement such activities. The participating schools will choose from the menu of walk/bike to school activities, which may include: bike/pedestrian safety workshops, Go Human media displays, safe driving promotion, and implementing walk/bike to school encouragement programs such as Walk/Bike to School Day events, poster contests, walking school busses, and classroom competitions.</p>	Menu of walk/bike to school activities, list of scheduled activities
2.3	Plan and develop material for the train-the-trainer workshop	Working with Bike/Ped Safety Consultant, identify and tailor a curriculum to teach a one-day training on how to conduct a bike/ped safety workshop (train-the-trainer). The Bike/Ped Safety Consultant will develop the train-the-trainer lesson plan, instructional presentation, and all educational materials that will be distributed to participants. The Bike/Ped Safety Consultant will	Lesson plan, instructional presentation, resource kit



		also develop a resource kit that train-the-trainer participants will use to facilitate at least one walk/bike safety workshop.	
2.4	Develop marketing/communication materials	Working with Design Consultant, tailor Go Human campaign materials to a Long Beach audience. Materials will be used to promote walk/bike/driver safety near 5 participating schools. Media may include school banners, flyers, bus shelter ads, and other outdoor marketing methods.	Tailored materials
2.5	Plan motorist outreach	Working together with partners such as the Long Beach Police Department, plan and schedule outreach to educate drivers on safe driving practices at three schools. Outreach may include distributing and/or posting safety messages to drivers via parent newsletter, school website, or while drivers are traveling near participating schools.	List of scheduled activities, educational materials
2.6	Community events and outreach	Identify potential sites, events, and partners for community outreach opportunities to promote SRTS, trainings, and Bike/Ped Safety that supports the City's larger mobility efforts.	Calendar of scheduled events
<b>Task 3: Training</b>			
3.1	Identify train-the-trainer participants	Identify staff and partners interested in being trained on how to conduct walk/bike safety workshops.	List of registered participants
3.2	Schedule and host train-the-trainer workshop	Working with Bike/Ped Safety Consultant, schedule and host a one-day "train the trainer" workshop on how to conduct a walk/bike safety workshop.	Training agenda, presentation materials and sign-in sheet
<b>Task 4: Implementation</b>			
4.1	Bike and pedestrian safety workshops	Train the trainer participants will conduct a total of four bike/ped safety workshops near participating schools by the end of the grant term.	Workshop agendas and sign-in sheets
4.2	Walk/Bike to school promotion	Working together with the Long Beach Unified School District, implement walk/bike to school activities (e.g. bike/pedestrian safety workshops, Go Human media displays, safe driving promotion, Walk/Bike to School Day events, classroom competitions, poster contests, walking school bus) at up to 25 schools by the end of the grant term. We will also provide resources (e.g. posters, fliers) so schools can encourage students to walk/bike to school throughout the year.	Event flyers and photos
4.3	Community events and outreach	Promote and provide guidance on community programs that support the City's larger mobility efforts such as open-street events, bike and pedestrian encouragement programs, and active transportation planning. Activities may include: providing input on bike/pedestrian plans, assist with the planning and promotion of other bike and pedestrian programs occurring near target schools, hosting a booth at bike/pedestrian events near target schools.	Event flyers and photos
4.4	Motorist outreach	Working together with partners such as the Long Beach Police Department, outreach to motorists about safe driving at 3 schools by the end of the grant term. Outreach may include: distributing and/or posting safety messages to drivers via parent newsletter, school website, or while drivers are traveling near participating schools.	Photos, dates of motorist outreach at which schools
4.5	Marketing and communication	Post/Circulate/Display tailored Go Human media and other material designed to encourage walking/biking to school and bike/ped/driver safety near 5 participating schools by the end of the grant term. Marketing materials may include bus shelter posters, school banners, flyers, and similar items.	Invoices, photos of material posted and report of impressions.

<b>Task 5: Evaluation</b>			
5.1	Evaluation design	Select and/or design appropriate pre/post test to measure changes among bike/ped safety workshop participants, and identify sources for baseline collision data.	Evaluation tools
5.2	Data collection	Administer pre/post tests to participants of bike/ped safety workshops, and obtain collision data.	Data collected
5.3	Analyze data and prepare evaluation report	Analyze and interpret data to make program adjustments and report on impact/outcome of intervention.	Evaluation report(s)
<b>Task 6: Fiscal and Program Reports</b>			
6.1	Program reports	Collect, compile, and summarize implementation and evaluation efforts to report on program impact. Presentations will be made to City of Long Beach Board of Health, and LBUSD Health Advisory Committee.	Program reports
6.2	Fiscal reports	Prepare fiscal reports and invoices. Collect and maintain appropriate documentation. ,	Fiscal reports/invoices

## Exhibit B.1 Consultant Scope of Work

### Walk Long Beach

<b>Walk and Roll LB Scope of Work: Walk/Bike Safety Trainings</b>			
	<b>Task</b>	<b>Description</b>	<b>Deliverables</b>
<b>Task 1: Planning</b>			
1.1	Plan and develop material for the train-the-trainer workshop	Identify and tailor a curriculum to teach a one-day training on how to conduct a bike/ped safety workshop (train-the-trainer). Develop the train-the-trainer lesson plan, instructional presentation, and all educational materials to be distributed to participants.	Lesson plan, instructional presentation
1.2	Develop a Bike/Ped Trainer Resource Kit	Utilizing existing resources, develop a resource kit that train-the-trainer participants will use to facilitate at least one walk/bike safety workshop after completing the one-day training.	Resource kit
1.3	Planning and Coordination	Participate in meetings hosted by Project Team (LBDHHS) to finalize training materials, plan logistics for classes, and provide input to project activities.	Meeting Attendance
<b>Task 2: Implementation</b>			
2.1	Schedule and host train-the-trainer workshop	Working with Project Manager, conduct a one-day "train the trainer" workshop on how to conduct a walk/bike safety workshop.	Training agenda and sign-in sheet
<b>Task 3: Fiscal and Program Reports</b>			
3.1	Final Report	Prepare and provide documentation short report that demonstrate deliverables were achieved and provide to Project Manager.	Final Report
3.2	Fiscal reports	Prepare fiscal reports and invoices. Collect and maintain appropriate documentation as required by SCAG.	Fiscal reports/invoices

## Exhibit B.2 Consultant Scope of Work

### City Fabrick

<b>Walk and Roll LB Scope of Work: Design Consultant</b>			
	<b>Task</b>	<b>Description</b>	<b>Deliverables</b>
<b>Task 1: Planning</b>			
1.1	Review and Develop Templates for Review	Work with SCAG to obtain and review existing Go Human Campaign materials. Develop template options for LB tailored campaign.	Design Template Options
1.2	Approval of Material	Work with Project Manager and SCAG to help select/approve material, finalize LB Go Human campaign design.	Selected/Approved Design
1.3	Planning and Coordination	Participate in meetings hosted by Project Team (LBDHHS) to finalize materials and provide input to project activities.	Meeting Attendance
<b>Task 2: Implementation</b>			
2.1	Design Material	Create graphic design files for LB Go Human campaign materials. Materials designed will be used to promote walk/bike/driver safety via school banners, flyers, bus shelter ads, and other outdoor marketing methods.	Native Adobe Formatted Files
<b>Task 3: Fiscal and Program Reports</b>			
3.1	Program reports	Prepare and provide a short report that demonstrate deliverables were achieved and provide to Project Manager.	Final Report
3.2	Fiscal reports	Prepare fiscal reports and invoices. Collect and maintain appropriate documentation as required by SCAG.	Fiscal reports/invoices

## Exhibit C

### CITY In-Kind Match Scope of Work and Budget

Task	Activity	Title	Hourly Rate*	Hours	Estimated Cost
<b>Task 1: Program Management</b>					
1.1	Provide support and oversight to staff to ensure that all deliverables are met.	Chronic Disease and Injury Prevention Division Officer	\$50.00	416	\$20,800
<b>Task 2: Planning</b>					
2.2	Planning and development of Walk/Bike to School and Community Outreach Activities	Health Promotions Coordinator	\$40.89	208	\$8,505.12
		Assistant Health Promotions Coordinator	\$36.05	208	\$7,498.40
<b>Task 6: Fiscal and Program Reporting</b>					
6.1	Provide support and oversight to ensure all fiscal requirements are met.	Bureau Analyst	\$37.01	416	\$15,396.16
<b>Total in-kind match amount</b>					<b>\$52,199.68</b>

\*The rate provided is hourly rate, not the fully burdened rate.

## Exhibit D Invoice Report Format

INVOICE							
<b>Email invoice to:</b>				Date:			
accountspayable@scag.gov				Invoice #:			
Basil Panas				Invoice Period:			
Chief Financial Officer				MOU #:			
Southern California Association of Governments				OWP #:			
818 W. 7th Street, 12th Floor				Project Title:			
Los Angeles, CA 90017							
Cost Categories	Hourly Rate	Hours	Budget	Current Invoice	Previously Invoiced	YTD Expenditure	Balance
<b><u>Labor Classification(s):</u></b>							
Program Director (PHP II)							
Program Assistant (CPT II)							
Health Educator (HE II)			\$129,350.14	\$0.00	\$0.00	\$0.00	\$129,350.14
Outreach Worker (OW I)							
Program Analyst (PHA III)							
<b>Subtotal - Direct Labor</b>		-	<b>\$129,350.14</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$129,350.14</b>
<b><u>Other Direct Costs (ODCs)</u></b>							
Travel and Mileage							
Printing							
Outdoor Marketing							
Programming Activities			\$63,649.85	\$0.00	\$0.00	\$0.00	\$63,649.85
Office Supplies and Others							
Technology Services (4)							
<b>Subtotal - ODCs:</b>			<b>\$63,649.85</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$63,649.85</b>
<b>GRAND TOTAL</b>			<b>\$192,999.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$192,999.99</b>
<b>Please send check to:</b>							

## Exhibit E Project Budget

Cost Categories	Maximum Fully-Burdened Rate	Total
<b><i>Labor Classification(s):</i></b>		
Program Director (PHP II)	\$ 72.45	
Program Assistant (CPT II)	\$ 28.19	
Health Educator (HE II)	\$ 31.91	
Outreach Worker (OW I)	\$ 17.57	
Program Analyst (PHA III)	\$ 40.85	
<b><i>Other Costs:</i></b>		
Travel and Mileage		
Printing		
Outdoor Marketing		
Programming Activities		
Office Supplies and Other Program Related Costs.		
Technology Services (4)		
<b>GRAND TOTAL</b>		<b>\$192,999.99</b>
		Total not to exceed \$129,350.14
		Total not to exceed \$63,649.85

## Exhibit F In-Kind Match Report Format

IN-KIND MATCH REPORT								
<b>Email In-Kind Match Report to:</b>					Date:			
accounts payable@scag.gov					In-Kind Match Report #:			
Basil Panas					Reporting Period:			
Chief Financial Officer					MOU #:			
Southern California Association of Governments					OWP #:			
818 W. 7th Street, 12th Floor					Project Title:			
Los Angeles, CA 90017								
Cost Categories	Hourly Rate	Hours	Amount	Fringe Rate	Fringe	IDC Rate	IDC	Amount
<b><u>Direct Labor Classification(s):</u></b>								
			\$0.00		\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00		\$0.00	\$0.00
<b>Subtotal - Direct Labor</b>		-	<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b><u>Other Direct Costs (ODCs)</u></b>								
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
<b>Subtotal - ODCs:</b>			<b>\$0.00</b>					<b>\$0.00</b>
<b>GRAND TOTAL for IN-KIND MATCH</b>			<b>\$0.00</b>					<b>\$0.00</b>
<b>INVOICED AMOUNT for this period</b>								
<b>IN-KIND MATCH (20.00%)</b>								
								<b>\$0.00</b>
<p>I, XXXXXXXXXXXXXXXXXXXXXXXXXXXX, certify that this in-kind match report and the information attached is true and correct. I also certify that all eligible and required documentation is on file for this report and that I am the person duly authorized to sign this certification on behalf of my agency. I further certify that our agency is not using any federal funds to match expenditure funds.</p>								
Signature					Title			
Print Name					Date			