

COVER PAGE
MEMORANDUM OF UNDERSTANDING
No. M-004-20

35631

SCAG Overall Work Program (OWP) No: 225-3564U2.10

Federal Awarding Agency: N/A (SCAQMD AB2766 (MSRC) Funded Project)

CFDA Number and Name: N/A

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: South Coast Air Quality Management District (SCAQMD)

Pass-Through Award No: MS18002

Pass-Through Award Date: June 9, 2017

Pass-Through Award End Date: October 31, 2020

Pass-Through Agency Contact: Cynthia Ravenstein, MSRC Contracts Administrator

Sub-Recipient Name: City of Long Beach

Sub-Recipient's DUNS No: 075295832

Total Amount of Federal Funds Obligated to the Sub-Recipient: \$0.00

Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: \$126,500.00 (MSRC)

Subaward Period of Performance Start Date: Effective Date of the Agreement

Subaward Period of Performance End Date: August 31, 2020

Type of Contract: Project Specific

Method of Payment: Lump Sum

Project R&D: N/A

Indirect Cost Rate for the Federal Award: N/A

Subaward Project Title: Artesia Boulevard Go Human Demonstration

Subaward Project Description:

The City of Long Beach is seeking to plan and implement a temporary *Go Human* demonstration and community engagement event on Artesia Boulevard to demonstrate a temporary open streets and planned infrastructure improvements for the Artesia Boulevard Great Streets project. The purpose of the project is to improve levels of safety, mobility, and efficiency for all modes of travel along Artesia Boulevard in North Long Beach. The project shall be demonstrated to allow residents to experience upcoming project features and provide feedback on the project elements. The project shall include an open streets event to encourage a sense of community and facilitate a festive atmosphere to draw the public.

MEMORANDUM OF UNDERSTANDING
No. M-004-20

BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND THE CITY OF LONG BEACH
FOR THE ARTESIA BLVD. GO HUMAN DEMONSTRATION PROJECT

(SCAG Project/OWP No. 225-3564U2.10)

This Memorandum of Understanding ("MOU" or "Agreement") is by and between the **Southern California Association of Governments** ("SCAG") and the **City of Long Beach** ("CITY"), for the **Artesia Blvd. Go Human Demonstration Project**, subsequently herein referred to as "Project." SCAG and the 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 received grant funds from the South Coast Air Quality Management District's (SCAQMD) State Health & Safety Code Section 44225 (AB 2766) Mobile Source Air Pollution Reduction Review Committee (MSRC) Discretionary Funds administered by the SCAQMD;

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 will plan and implement a temporary *Go Human* demonstration and community engagement event on Artesia Boulevard to demonstrate a temporary open streets and planned infrastructure improvements for the Artesia Boulevard Great Streets project ("Project");

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

WHEREAS, on April 8, 2015, the CITY awarded Contract No. 33842 to Alta Planning and Design ("Consultant") to 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 shall contribute a maximum, not to exceed amount of One Hundred Twenty-Six Thousand Five Hundred Dollars (\$126,500.00) towards the total value of the Consultant contract to be used solely for the Project, using MSRC AB 2766 funds for the Project;

WHEREAS, the CITY's designated project manager, in coordination with SCAG's designated project manager, will ensure the Scope of Work described in Exhibit A is performed by the selected Consultant;

WHEREAS, performance by the selected Consultant will begin on the Effective Date of this Agreement and shall be completed by August 31, 2020;

WHEREAS, this MOU shall supersede and replace any previous agreements or negotiations between SCAG and the 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 the CITY. Such terms and conditions may be subject to change. The Recitals to this Agreement are also incorporated herein by this reference. The source of funding includes the MSRC funds, and Contract No. MS 18002, under the AB 2766 Discretionary Fund Work Program, which is incorporated by this reference attached herein as Exhibit "B."

2. Scope of Work

- a. The Consultant, procured by the CITY in accordance with applicable procurement requirements and policies, shall perform the Scope of Work described in Exhibit A, in accordance with requirements described in MSRC Contract No. MS 18002, and applicable Federal and State requirements, including but not limited to the requirements set forth in Sections 7, 13, 14, 15 and 16 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 in accordance with the Milestone Payment Schedule, attached hereto and incorporated herein by this reference in Exhibit "C," up to the maximum amount of One Hundred Twenty-Six Thousand Five Hundred Dollars (\$126,500.00). SCAG intends to use MSRC AB 2766 funds to meet its funding obligations described herein.
- c. The CITY hereby verifies that it procured or shall procure the Consultant to perform the Scope of Work through a competitive process involving preparation and issuance of a Request for Proposal (RFP). The CITY shall provide SCAG with a copy of its Notice to Proceed issued to the Consultant and other related documentation of compliance with applicable procurement requirements and terms and conditions of this MOU.
- d. Subject to the execution of a valid, enforceable contract between the CITY and Consultant, the CITY shall be responsible for managing the Consultant in performing the Scope of Work described in Exhibit A, with written Quarterly Reports provided to SCAG's Project Manager. Each Party's Project Manager shall review and approve Consultant's invoices.

- e. The CITY's Project Manager shall be responsible for final approval of Consultant's deliverables consistent with the Scope of Work set forth in Exhibit A; provided, however, that prior to approving a deliverable from the Consultant, the CITY's Project Manager shall consult with SCAG's Project Manager. In the event that the CITY or its Consultant proposes an amendment to the Consultant's contract which changes the terms of Consultant's contract with the CITY, including but not limited to, increases the value of the contract amount and/or modifies the Scope of Work, the CITY shall notify SCAG's Project Manager in writing prior to execution of such amendment and provide SCAG with copy of amendment. SCAG may propose an amendment to this Agreement, if necessary, consistent with any executed amendments to the Consultant contract.
- f. SCAG'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 August 31, 2020 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 the CITY through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

Hannah Brunelle
Associate Regional Planner
(213) 236-1907
brunelle@scag.ca.gov

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

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

Carl Hickman, PE, TE
City Traffic Engineer
(562) 570-6665
Carl.hickman@longbeach.gov

The 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 MSRC AB 2766 funds, up to One Hundred Twenty-Six Thousand Five Hundred Dollars (\$126,500.00). SCAG shall not be obligated to make payments for any Project costs that exceed One Hundred Twenty-Six Thousand Five Hundred Dollars (\$126,500.00). 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. SCAG's contribution to the Project shall be made on a reimbursement basis to the CITY, after the CITY has performed the services made pursuant to the Scope of Work, Exhibit A. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB).
- b. SCAG shall reimburse the CITY in accordance with the Milestone Payment Schedule, Exhibit C. The CITY shall invoice SCAG upon completing each set of deliverables in the Milestone Payment Schedule. Each invoice shall specify the deliverables being invoiced and include copies of paid Consultant invoices, a proof of payment, as well as documents supporting the CITY staff and other direct costs.
- c. Incomplete or inaccurate invoices shall be returned to the CITY unapproved for correction.
- d. All direct CITY staff and Consultant costs billed must be specifically identified and supported with original receipts, invoices, or statements. Actual costs shall not exceed the estimated costs and fees set forth in Exhibit C without an amendment to this MOU, as agreed between SCAG and the CITY.
- e. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to the CITY, its sub-recipient, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bul.htm. Also see website for summary of travel reimbursement rules.
- f. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), the CITY shall submit a Quarterly 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 and the CITY staff, 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.
- g. On all documents submitted to SCAG for the Project, including invoices and Quarterly Reports, the Project Number (OWP No. 225-3564U2.10) shall be referenced from the Effective Date through August 31, 2020.
- h. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. The CITY agrees to review, approve, and pay any Consultant invoices in a timely manner and submit all invoices to

SCAG for services rendered through June 30, 2020, no later than July 21, 2020. SCAG shall not be obligated to pay the CITY for any invoice received after such date.

- i. The CITY must submit final invoice no later than thirty (30) days after the Completion Date of this Agreement or invoice may not be paid.
- j. The CITY will require that its Consultant pay any subconsultants for satisfactorily completed work no later than ten (10) days of receipt of each payment from the CITY. The ten (10) calendar days period is applicable unless a longer period is agreed to in writing.

7. Cost Principles

- a. The 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.
 - 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, SCAQMD, 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 described in Exhibit A.
- b. The CITY shall submit one (1) electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and shall grant to the CITY a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products shall be at the CITY's sole risk and without liability or legal exposure to SCAG.
- 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 the CITY or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. The CITY shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the 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 20(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., Suite 1700
Los Angeles, CA 90017
Phone: (213) 236-1817
panas@scag.ca.gov

To the CITY: Tom Modica
City Manager
City of Long Beach
411 W. Ocean Blvd, 10th Floor
Long Beach, CA 90802
Phone: (562) 570-5091
Tom.Modica@LongBeach.Gov

11. Insurance

The CITY and Consultant shall, at their own expense, procure and maintain policies of insurance of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage. The minimum required insurance coverage required by SCAG is set for below.

- a. Minimum Scope of Insurance – Coverage shall be at least as broad as:
 - 1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
 - 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
 - 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - 4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession.
- b. Minimum Limits of Insurance – The CITY, Consultant, and SCAG 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, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by the CITY and Consultant with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
 - 3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
 - 4) Professional Liability Insurance: With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this MOU.

- c. Other Insurance Provisions – Both the CITY and SCAG should comply with the other insurance provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1) SCAG, its officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of the CITY or Consultant, products and completed operations of the CITY or Consultant; premises owned, occupied or used by the CITY or Consultant; or automobiles owned leased, hired or borrowed by the CITY or Consultant. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
 - 2) For any claims related to this Project, the CITY and Consultant's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of the CITY and Consultant's insurance and shall not contribute with it.
 - 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
 - 4) The CITY or 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.
 - 5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees and shall provide a waiver of subrogation.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- f. Verification of Coverage – The CITY and Consultant shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, the CITY and Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

12. Indemnification

- a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, the 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 the CITY, employees and agents in connection with its activities in pursuing the Project or under this MOU. The CITY further agrees to require its Consultant to provide indemnification for SCAG to the same extent as the CITY, in the contract(s) between the CITY and its Consultant for work related to this Agreement.

- b. Except for the negligence or willful misconduct of the CITY and any of its directors, officers, agents, employees, assigns, and successors in interest, SCAG undertakes and agrees to defend, indemnify, and hold harmless the 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.

13. Records Retention and Audits

- a. The 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 the CITY, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by the CITY upon request at no cost to the CITY.
- c. The 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, the 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 the 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.

14. Federal Certifications and Assurances

- a. The 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 the 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. The 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 the 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, the 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 the 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, the 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.

15. 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.

16. Conflict of Interest

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

17. Independent Contractor

The 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.

18. 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.

19. 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. The CITY agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this MOU. The CITY must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this MOU are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full MOU term. The CITY shall ensure that the provisions of this clause are included in all subcontracts.

20. 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 the CITY shall be paid for all services performed by Consultant and accepted by the CITY provided the required consultation between the 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, the CITY shall fail to timely and adequately fulfill its obligations under this MOU, or if the 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 the CITY of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for the 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, the 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. The 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 the CITY invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to the CITY at its option.

21. 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.

22. Release of Information

The 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.

23. 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.

24. Survival

The following sections survive expiration or termination of this MOU:

Section 8 (Electronic Version of Work Products)
Section 12 (Indemnification)
Section 18 (Disputes)
Section 22 (Release of Information)

25. 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.

26. 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.

27. 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.

28. Force Majeure

Neither the CITY, SCAG nor Consultant 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 the CITY, SCAG or Consultant.

29. 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 digital signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

30. Effective Date

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

MOU No. : M-004-20
SCAG Project/OWP No. : 225-3564U2.10

31. Entire MOU

This MOU, including the attached Exhibits A, B and C, 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.

MOU No. : M-004-20
SCAG Project/OWP No. : 225-3564U2.10

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING NO. M-004-20**

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")

DocuSigned by:
By: Basil Panas 6/4/2020
12515B1D2900404...
Basil Panas Date
Chief Financial Officer

APPROVED AS TO FORM:

DocuSigned by:
By: Ryan Guiboa 6/4/2020
4530FAF384B148A
Ryan Guiboa, Associate Date
Best Best & Krieger

CITY OF LONG BEACH ("CITY")

By: Rebecca G. Garner 6-7-2020
Tom Modica Date
City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM:

By: [Signature] 5-28-20
Amy Weber Date
Deputy City Attorney

Exhibit A

SCOPE OF WORK

Background:

Consistent with the Mobile Source Reduction Committee (MSRC) grant that funds this project, the Southern California Association of Governments (SCAG) and the City of Long Beach seek to plan and implement a temporary *Go Human* demonstration and community engagement event on Artesia Boulevard to demonstrate a temporary open streets and planned infrastructure improvements for the Artesia Boulevard Great Streets project.

The purpose of the project is to improve levels of safety, mobility, and efficiency for all modes of travel along Artesia Boulevard in North Long Beach. The project shall be demonstrated to allow residents to experience upcoming project features and provide feedback on the project elements. The project shall include an open streets event to encourage a sense of community and facilitate a festive atmosphere to draw the public.

Project Goals:

- Plan and execute an open streets event to facilitate community engagement and placemaking strategies with a street closure on Artesia Boulevard from Atlantic Avenue to Myrtle Avenue;
- Demonstrate curb extensions at a minimum of four intersections on Artesia Boulevard from Atlantic Avenue to Orange Avenue;
- Demonstrate features of the Artesia Boulevard Great Streets project, including a parking protected Class IV bikeway on the Westbound side of Artesia Blvd. from Orange Avenue to Cherry Avenue in normal traffic conditions;
- Outreach to the community regarding the proposed Great Streets Project and *Go Human* demonstration and community engagement event.

Task 1: PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Project Kick-Off Meeting

Staff shall lead a project kick-off meeting with SCAG, City of Long Beach and Consultant staff to discuss project expectations. This meeting shall provide the opportunity to go over project goals, objectives, schedule, work plan, invoicing, grant procedures, and roles and responsibilities.

Staff shall prepare and circulate a draft agenda at minimum of three (3) days before the meeting and incorporate any feedback/comments from the City of Long Beach.

1.2 Regular Project Management Meetings

The team shall coordinate and host bi-weekly project planning meetings with the SCAG and City Project Manager either by conference call or face-to-face when possible. When possible, face-to-face project coordination meetings shall be conducted in conjunction with Consultant team visits for field work, project steering committee meetings, and public meetings.

All written materials (agendas, minutes, action item list) shall be prepared and emailed to all project team members 48 hours in advance of any meetings.

Task 1 Deliverables:

- 1.1 Project kick-off meeting notes and meeting materials
- 1.2 Bi-weekly project check-ins
- 1.3 Agendas, action items lists

TASK 2: PROJECT STEERING COMMITTEE

The City shall establish and convene a Project Steering Committee (SC) in consultation with the City's Project Manager and core City staff. Three (3) SC meetings shall be held prior to the demonstration project implementation to discuss demonstration goals, site plan, demonstration programming, branding/marketing, and demonstration implementation.

The Consultant team shall prepare meeting agendas, minutes, action item lists, and other meeting materials. The Consultant team shall facilitate the meetings and discussions and take notes. Agendas and meeting materials shall be provided to the SCAG and City Project Manager at least 48 hours prior to the meetings and minutes shall be provided within 48 hours following the meetings.

The following is the intended outline for each meeting:

SC Meeting #1 –Goals, Site Visit and Project Branding/Marketing

- Building off of the City's initial goals, the group shall develop a list of goals and objectives with an emphasis on supporting community visions for active transportation and the City's future plans.
- Consultant shall contribute to the conceptualization of the demonstration name and prepare a branding package.
- Consultant shall conduct and lead a virtual site visit where the group shall discuss the proposed site plan.
- Consultant shall facilitate the process of determining roles and responsibilities. Any needs to involve additional parties on the AC shall also be discussed.

SC Meeting #2 – Finalize Site Plan, Logistics, and Marketing Strategies

- Consultant shall present finalized branding strategy and finalized marketing and advertising strategies.
- Consultant shall present on the finalized Site Plan.
- Consultant shall lead the discussion on the Demonstration Plan.
- Consultant shall lead the discussion on the Documentation and Evaluation Plan including press demonstration, survey and other feedback mechanisms.

SC Meeting #3 – Finalize Demonstration Plan and Final Walkthrough

- Consultant shall present final Demonstration Plan.
- Consultant shall present final Documentation and Evaluation Plan.
- Consultant shall facilitate the final logistics.

Task 2 Deliverables:

- 2.1 Develop a Steering Committee. Facilitate three (3) meetings
- 2.2 Three (3) Steering Committee Meeting Agendas and Minutes.

TASK 3: ADVERTISING, MARKETING AND OUTREACH MATERIALS

The City shall develop multilingual flyers, announcements, press release and/or broadcasts that can be disseminated throughout the City and through the City's media resources.

Branding Materials: The Consultant team shall produce all project communication materials, including:

- 1) A demonstration fact sheet document to feature key demonstration details;
- 2) Bilingual flyers, posters, banners and mailers that shall promote the demonstration.

Public Venues: The Consultant shall initiate the process of posting hard copy material throughout the community, including but not limited to City Hall, schools, Public Library, bus stops, local community centers, and other publically-accessible locations.

Social Media: Consultant team shall work with the City to develop content to utilize the City's existing Facebook page for demonstration updates and announcements. Consultant shall prepare content for Facebook ads that shall target Long Beach

residents' newsfeed by their zip code. The Consultant team shall develop demonstration announcement/information text, photos, and graphics to be used to promote the demonstration on the SCAG *Go Human* website.

Task 3 Deliverables:

- 3.1 Advertising, Marketing, and Outreach Materials/Deliverables (i.e. logos, flyers, fact sheets, op-eds, press releases, posters, banners, social media posts)

TASK 4: ADVERTISING, MARKETING, AND OUTREACH

4.1 Advertising, Marketing, and Outreach Plan

The City team shall develop an Advertising, Marketing, and Outreach Plan that identifies and details strategies to engage local residents, community organizations, businesses, agencies, and other stakeholder groups in the planning and promotion of the demonstration with the inclusion of a minimum of ten (10) "pop-up" community engagement sessions.

The City team shall research local media outlets and strategies and consult with the City's Project Manager to identify marketing strategies. The plan shall outline audience groups and strategies to reach each group.

The plan shall provide detailed information including media source, run dates, graphic deliverables and specs, and total budget. Advertising strategies shall include social media, print material, radio ads, and press releases/newspaper coordination. Outreach materials shall be provided in English and Spanish.

4.2 Public Outreach and Advertising Implementation

City shall implement Advertising, Marketing, and Outreach Plan based on feedback from the City and SCAG Project Managers and the SC. Consultant shall facilitate a minimum of ten (10) "pop-up" engagements, coordinated with existing city events and/or public activities such as, community events, farmers markets, etc. Consultant shall document each event and summarize engagement and feedback.

Task 4 Deliverables:

- 4.1 Draft & Final Advertising, Marketing and Outreach Plan
4.2 Documentation Summary of "pop-up" engagement sessions

TASK 5: SITE DESIGN PLAN

5.1 The Consultant Team shall develop a Site Design Plan with coordination from the City and SCAG. The Consultant team shall develop a Site Design Plan including the following elements:

- List of infrastructure elements to be demonstrated including:
- Demonstration Routes
- Demonstration Budget
- Documentation of Proposed Signage
- Timeline for Implementation
- Programming Area(s)

The Consultant team shall take inventory and utilize the existing SCAG baseline materials and supplies stored in pods. The Consultant team shall coordinate storage using existing pods and SCAG Kit of Parts and secure additional materials if necessary. If necessary, Consultant shall complement SCAG's materials with our own equipment. The Consultant team shall create an inventory list of needed materials/equipment per demonstration piece and route(s).

Consultant shall prepare a site design plan that includes engineering concept plans up to 29% design for each type of demonstration.

Consultant shall work with the city to develop a Traffic Management Plan. Consultant shall prepare traffic control plans for the demonstration route and demonstration elements and a traffic control map to show the demonstration area, street closures, required temporary traffic control devices to direct road users and pedestrians, temporary signage details, and modifications to intersection and signal devices (if needed).

Consultant shall also include in the traffic control plans a sign and temporary traffic control device quantity table to indicate the type and quantity of temporary signs required. A list of key contact information shall be shown on the plan for demonstration coordination and emergency responses purposes. As a cost saving item, Consultant shall work with the City to utilize their existing traffic control equipment. If the City does not have equipment, Consultant shall source it from outside vendors.

5.2 Implementation Design Plan

Consultant shall work with the City on confirming event routes and elements that shall be demonstrated. Once the demonstration elements are selected and routes defined, the Consultant team shall develop an Implementation Design Report, which shall include at a minimum: anticipated budget, site plan, installation protocol and schedule, supplies procurement and process, installation, event participation and staffing, event marketing and branding, regional coordination and stakeholder engagement, outreach strategy, and set up project evaluation, based on a template provided by SCAG Project Manager.

Task 5 Deliverables:

- 5.1 Draft & Final Site Plan, Draft and Final Traffic Management Plan and Budget
- 5.2 Draft and Final Implementation Design Plan

TASK 6- EVENT PLAN

The City team shall outline the responsibilities of City, SCAG, Consultant, and external bodies, as well as identifying appropriate resources to assist with the demonstration. The team shall define the purpose and concept of the demonstration and community engagement event. The team shall develop a demonstration plan that shall include all activities and issues associated with the demonstration and how the demonstration shall be planned and implemented.

The demonstration management plan shall include the following important components:

- Key objectives and measures
- Project plan listing all the tasks required to deliver the demonstration
- Materials list
- Demonstration budget
- Program schedule
- Site plan and other details about the demonstration
- Signage Plan
- Demonstration Staffing Plan
- Kick-off activities
- Traffic management plan
- Security brief
- Contracts with suppliers and entertainers
- Demonstration promotion/ marketing
- Waste management plan
- Emergency management plan, including map of evacuation
- Press demonstration and media logistics

The team shall plan for the inclusion of the Go Human Challenge Program, ensuring the activities contribute to the project goals and objectives.

The team shall make every effort to work with a local garden or nursery to donate planters for use in demonstrations.

Task 6 Deliverables:

- 6.1 Draft & Final Event Plan

TASK 7 – PURCHASING PLAN

The City team shall work with the SCAG and City Project Managers and Steering Committee to identify all programming components, services, and materials required to implement the demonstration elements at the demonstration. Team shall develop a Purchasing Plan that identifies all programming, services, and materials not to exceed the demonstration budget amount.

Task 7 Deliverables:

7.1 Draft & Final Purchasing Plan

TASK 8 – PROJECT IMPLEMENTATION AND DOCUMENTATION AND EVALUATION PLAN

8.1 Project Implementation

The City and Consultant team shall manage all aspects of demonstration production and the community engagement event. Prior to the demonstration, the Consultant team shall facilitate a walk-through and if necessary make minor adjustments to the Site and Demonstration Plan. During the demonstration, the Consultant team shall facilitate the agreed-upon activities, and also conduct routine check-ups throughout the demonstration site to ensure everything is running smoothly. A captain shall be assigned to be a point of contact for any demonstration-related emergencies. Upon conclusion of the demonstration, the Consultant team shall ensure that all materials are properly disposed of or stored.

8.2 Documentation and Evaluation Plan

Documentation shall include photos and videos of the demonstration and video interviews of residents and key persons (elected officials, agency staff, community leaders, etc.). Evaluation shall include a report on the number of attendees, media coverage, community input on proposed changes in street design, and participant surveys and analysis to determine the effects of the strategies.

Prior to the demonstration, the City team shall develop a documentation and evaluation plan that shall include:

- Questions for video interviews of residents
- Identification of key persons for video interviews
- Questions and logistics for key person video interviews
- Survey questions that build upon SCAG's standard survey to include questions pertinent to specific design and programmatic treatments highlighted at the demonstration.
- Survey questions and resident interview questions shall be provided in English and Spanish.
- Detailed photo shot list of demonstration elements, participants, programming, action shot, installation etc.

During the demonstration, the City team shall administer the survey to participants at key locations and as intercept surveys. In addition, an online survey shall be provided to garner additional input following the demonstration day at the City's request. Additional community input opportunities such as feedback boards or comment stations adjacent to demonstration areas shall be provided. Survey results and community feedback shall be analyzed and included in the demonstration summary report.

Within one week of the demonstration, the team shall share an online album of 80-100 curated photos for download and post photos to the demonstration specific social media and webpages.

The team shall also develop a 2-4 minute summary video for the City and SCAGs use and posting online. The edited video shall provide a demonstration summary including descriptions of the demonstration purpose, goals, demonstration elements, and interview excerpts.

Task 8 Deliverables:

- 8.1 Documentation and Evaluation Plan and Summary and Full Demonstration Data
- 8.2 Demonstration Documentation Video and Photography
- 8.3 Demonstration Survey

TASK 9: REPORT PREPARATION

MOU No. : M-004-20
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The team shall develop a report that summarizes the demonstration to include key findings from the demonstration, key findings for the surveys, count of attendees, communication strategies, demonstration activities, challenges and opportunities and budget. The final report shall provide an overall demonstration summary and include a demonstration description, goals, contain write-ups and graphics to illustrate the demonstration elements, community participation process and next steps.

Task 9 Deliverables:

9.1 Draft & Final Report

MOU No. : M-004-20
SCAG Project/OWP No. : 225-3564U2.10

Exhibit B
Copy of Contract No. MS 18002



**South Coast
Air Quality Management District**



Contract No. MS18002

AB 2766/MSRC REGIONAL ACTIVE TRANSPORTATION PARTNERSHIP PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the Southern California Association of Governments (hereinafter referred to as "CONTRACTOR") whose address is 818 West 7th Street, 12th Floor, Los Angeles, California 90017.
2. **RECITALS**
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Regional Active Transportation Partnership Program Application/Proposal dated August 31, 2016.
 - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
3. **DMV FEES** - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.
4. **AUDIT AND RECORDS RETENTION**
 - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
 - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no

- case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.
- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is from the date of execution by both parties to November 30, 2018, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately

take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

10. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
 - A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
 - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
 - C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.
11. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.
12. PAYMENT
 - A. SCAQMD shall reimburse CONTRACTOR up to a total amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract
 - B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
 - C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within

thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.

- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
13. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
14. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
 - C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits.

Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

15. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:
 South Coast Air Quality Management District
 21865 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

CONTRACTOR:
 Southern California Association of Governments
 818 West 7th Street, 12th Floor
 Los Angeles, CA 90017
 Attn: Sarah Jepson, email: Jepson@scag.ca.gov

16. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.
17. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

18. OWNERSHIP - Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.
19. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.
20. CITIZENSHIP AND ALIEN STATUS
- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.
21. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
22. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
23. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
24. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.


25. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
26. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
27. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
28. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
29. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
30. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.
31. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
32. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

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Contract No. MS18002

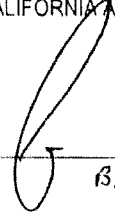
IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

By: 
Dr. William A. Burke, Chairman, Governing Board

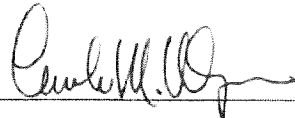
Date: 6/9/17

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

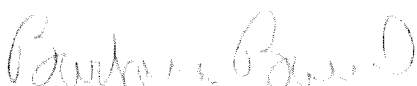
By:  CFO
Name: BASIL PANAS
Title:

Date: 5/23/17

ATTEST:
Denise Garzaro, Clerk of the Board

By: 

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: 

//MSRC Master Boilerplate
Revised October 28, 2016

**Attachment 1
Statement of Work
Southern California Association of Governments
Contract Number MS18002**

Project

Southern California Association of Governments (hereinafter referred to as "CONTRACTOR") proposes implementation of a broad-based regional active transportation outreach, education and demonstration program. The "Go Human" partnership program would implement active transportation-themed events, educational programs, and temporary roadway demonstration installations to introduce people to alternative commute and trip modes including walking, biking and public transit. Such a program would result in direct and tangible emission reductions by eliminating automobile vehicle miles traveled for the events themselves. Longer-term benefits would result from individuals' ongoing use of alternative modes, as well as building support and local momentum for the implementation of active transportation infrastructure included in CONTRACTOR's 2016-2040 Regional Transportation Plan/Sustainable Community Strategies.

CONTRACTOR shall implement the "Go Human" Program (Program). Funds provided by SCAQMD, on behalf of the MSRC, shall be used to reimburse a portion of the costs of developing, implementing and administering the Program. CONTRACTOR agrees to perform all work within the term of the contract and to expend funds as set forth in Attachment 2 – Payment Schedule. This project consists of the following tasks as described below:

Task I – Selection of Specific Project Elements

CONTRACTOR shall develop and release a Call for Proposals to select jurisdictions to host the Program events, educational programs, and temporary roadway demonstration installations (Project Elements). In developing the list of Project Elements for which either use of MSRC funding is proposed, and/or which CONTRACTOR is proposing as co-funding (collectively, Project List), CONTRACTOR shall detail the amount and source of funding for each Project Element, and the nature of the costs to be reimbursed. CONTRACTOR shall ensure that 80% of the MSRC's funding contribution (\$2,000,000) is split equally amongst projects in jurisdictions in Los Angeles, Orange, Riverside and San Bernardino Counties. The remainder of the MSRC's funding contribution (\$500,000) shall be awarded competitively across these four counties. No MSRC funding shall be provided to, nor CONTRACTOR's co-funding claimed for, Project Elements within Imperial or Ventura Counties.

CONTRACTOR shall submit the Project List to MSRC for review and approval. CONTRACTOR shall not proceed with any work beyond Task I without MSRC approval of the Project List. The Project List may not be modified, including any reallocation of costs between Project Elements, without prior MSRC approval.

Task II - Implementation Design

With consideration of the specific Project Elements on the approved Project List, and input from MSRC staff and members of the MSRC's Technical Advisory Committee, CONTRACTOR shall develop and submit for MSRC review and approval an Implementation Design. Items to be considered in the Implementation Design may include, but are not necessarily limited to, the following:

**Attachment 1
Statement of Work
Southern California Association of Governments
Contract Number MS18002**

- Regional Coordination/Stakeholder Engagement – if appropriate to the Project Element, how might stakeholder input be sought and addressed
- Installation Planning – how will installations be emplaced
- Event Planning – strategies, budget and schedule for event-type Project Elements
- Communications Strategy – how will the Project Elements be publicized, including addressing the Promotion requirements below
- Evaluation Planning – how will results be determined/measured

The Implementation Design may be prepared and approved in sections based upon similar project types. CONTRACTOR shall not proceed with any work beyond Task II without prior MSRC approval of the appropriate section of the Implementation Design.

Task III - Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the Program. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR or participating jurisdiction mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR or participating jurisdiction Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

Task IV - Implementation

CONTRACTOR shall be responsible for ensuring that the Project Elements are implemented to the expectations and standards outlined in the approved Implementation Design.

Task V: Reporting

Quarterly Reports: Until all Project Elements have been completed, CONTRACTOR shall provide quarterly progress reports that summarize the Program results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: CONTRACTOR shall perform an evaluation of the Project Elements in accordance with the approved implementation Design. CONTRACTOR shall prepare and submit a final report, in the form specified by the SCAQMD, that:

- Summarizes actions taken to implement the Program
- Identifies any obstacles and their solutions
- Discusses the successes of various projects as well as the success of the overall Program

**Attachment 1
Statement of Work
Southern California Association of Governments
Contract Number MS18002**

- Quantifies the estimated overall emission reduction benefits of the Program beyond those emission reductions credited to the California State Implementation Plan. This requirement may be satisfied by estimating reductions in vehicle miles traveled.

Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart.

Task	Completion
Selection of Specific Project Elements	June 2017
Selection of Subcontractor(s)	November 2017
Submit Public Outreach Plan	December 2017
Implementation Design	February 2018
Implement Public Outreach Plan	August 2018
Complete Implementation of Project Elements	August 2018
Quarterly reports	Quarterly until Implementation of Project Elements complete
Final Report	September 2018

**Attachment 2
Payment Schedule
Southern California Association of Governments
Contract Number MS18002**

Cost Breakdown

CONTRACTOR shall be reimbursed for implementation of the Program in accordance with the approved Project List and Implementation Design.

	Maximum AB 2766 Discretionary Funds payable under this Contract	Co-Funding	Total Project Cost
Totals	\$2,500,000	\$2,500,000	<u>\$5,000,000</u>

CONTRACTOR shall be reimbursed according to the amounts stated above upon submission of invoices which shall include a detailed accounting of labor hours and other expenses, as well as submission of any third-party invoices. Co-funding must be expended proportionally with AB 2766 Discretionary Funds. No funds shall be paid to CONTRACTOR pursuant to this Contract for a project element, until the project element as described in the approved Project List is completed and proof of completion is provided to SCAQMD. However, reimbursement may be made for one jurisdiction's project even if other jurisdictions' projects are not yet complete.

The purchase of equipment (e.g. tents, picnic tables, generators, ladders, etc.) or landscaping with an extended useful life, but which would only be used briefly for purposes of the Program, shall not be eligible for reimbursement under this Contract. Such items should be rented rather than purchased, unless CONTRACTOR can demonstrate that rental costs would exceed purchase costs.

MOU No. : M-004-20
 SCAG Project/OWP No. : 225-3564U2.10

Exhibit C

MILESTONE PAYMENT SCHEDULE

Task #	Task TOTAL Budget	Task Name	Payment 1 of 4 July 2020	Payment 2 of 4 August 2020	Payment 3 of 4 September 2020	Payment 4 of 4 October 2020	Deliverables
1	\$4,721.00	Project Management	\$1,180.25	\$1,180.25	\$1,180.25	\$1,180.25	Meeting/project check-in notes and meeting materials. Agendas, action items lists.
2	\$5,141.00	Project Steering Committee		\$1,713.67	\$1,713.67	\$1,713.67	Steering committee meeting agendas, and minutes (3 in total)
3	\$4,028.00	Advertising, Marketing, and Outreach Materials		\$4,028.00			Advertising, marketing, and outreach materials (i.e. logos, flyers, fact sheets, op-eds, press releases, posters, banners, social media posts). Up to 5 pieces of collateral, up to 2 iterations of each product.
4	\$5,947.00	Advertising, Marketing, and Outreach		\$5,947.00			Draft and final advertising, marketing, and outreach plan. Summary documentation of "pop-up" engagement sessions
5	\$7,560.00	Site Design Plan		\$7,560.00			1 Draft and 1 final site plan. 1 Draft and 1 final traffic control plan and budget. 1 Draft and 1 final Implementation Design plan.
6	\$2,715.00	Event Plan			\$2,715.00		1 Draft and 1 final event plan.
7	\$1,268.00	Purchasing Plan			\$1,268.00		1 Draft and 1 final purchasing plan.
8	\$37,286.00	Project Implementation and Documentation and Evaluation Plan				\$37,286.00	1-Day demonstration event, event hosting, and breakdown. Documentation and evaluation plan and summary and full demonstration data. Demonstration documentation video and photography. Demonstration survey. City staff costs on event day (police, fire, etc.)
9	\$4,326.00	Report Preparation				\$4,326.00	1 Draft and 1 final report.
N/A	\$25,508.00	Other Reimbursable Direct Cost Expenses				\$25,508.00	Receipts for event and Programming (i.e. Programming activities)
N/A	\$26,000.00	Other Reimbursable Direct Cost Expenses				\$26,000.00	Receipts for demonstration materials, Advertising, printing, permits, travel.
N/A	\$2,000.00	Reimbursable Travel Expenses				\$2,000.00	Travel Expenses Receipts
\$126,500.00			\$1,180.25	\$20,428.92	\$6,876.92	\$98,013.92	