

COVER PAGE
MEMORANDUM OF UNDERSTANDING
No. M-015-19

SCAG Overall Work Program (OWP) No: 280-4824U3/U5/E/W1.02

Federal/State Awarding Agency: N/A (FY18 & FY19 SB1 and 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: California Department of Transportation (Caltrans)

Pass-Through Award No: 74A0822

Pass-Through Award Date: January 1, 2015

Pass-Through Award End Date: December 31, 2024

Pass-Through Agency Contact: Milele Robertson, Branch Chief, Caltrans District 7

Pass-Through Awarding Agency: South Coast Air Quality Management District (SCAQMD)

Pass-Through Award No: MS18015

Pass-Through Award Date: July 13, 2018

Pass-Through Award End Date: February 28, 2021

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

Sub-Recipient Name: County of San Bernardino

Sub-Recipient's DUNS No: 073590812

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

Total Amount of In-Kind Match Funds Committed by the Sub-Recipient: \$143,237.00

Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: \$297,242.00 (FY18 SB1 - \$54,888, TDA - \$7,112, FY19 SB1 - \$75,104, TDA - \$9,730, SCAQMD/MSRC - \$150,408)

Total Amount of Project Cost: \$440,479.00

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

Subaward Period of Performance End Date: December 31, 2020

Type of Contract: Project Specific

Method of Payment: Lump Sum with Progress Payments

Project R&D: N/A

Indirect Cost Rate for the Federal Award: N/A

Subaward Project Title: County of San Bernardino Remote Electronic Warrants Program

Subaward Project Description: The Remote Electronic Warrants Program will eliminate the need for law enforcement officers to travel to court to obtain a search or arrest warrant, resulting in the reduction in VMT and vehicle emissions.

**MEMORANDUM OF UNDERSTANDING
No. M-015-19**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND THE COUNTY OF SAN BERNARDINO
FOR THE REMOTE ELECTRONIC WARRANTS PROGRAM**

(SCAG Project/OWP No. 280-4824U3/U5/E/W1.02)

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between the **Southern California Association of Governments** (“SCAG”) and the **County of San Bernardino** (“COUNTY”) for the Remote Electronic Warrants Program, subsequently herein referred to as “Project.” SCAG and the COUNTY are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS

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

WHEREAS, SCAG has also initiated its Future Communities Pilot Program (“FCPP”) to assist Southern California jurisdictions in developing and implementing innovative pilot projects that reduce vehicle miles traveled (VMT) from local travel and municipal operations through new technologies and enhanced data analytics;

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 implementation of the RTP/SCS and the FCPP;

WHEREAS, the COUNTY will expand its Remote Electronic Warrants Program (“Project”) from after hours and weekends to include daytime processing, which will allow law enforcement officers to apply for search and arrest warrants remotely, without having to travel to a courthouse to appear in person before a judge;

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

WHEREAS, the primary source of funding for this Agreement is allocated from the State pursuant to Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017 which was signed into law on April 28, 2017, and added into SCAG’s OWP for Fiscal Year 2017-2018, 2018-2019 and 2019-2020;

WHEREAS, SCAG also 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 to be used to fund the 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, SCAG shall contribute a maximum, not to exceed amount of Two Hundred Ninety-Seven Thousand Two Hundred Forty-Two Dollars (\$297,242.00) towards the total value of the Project (“Project Cost”) to be used solely for the Project, using State and Local Transportation funds as well as MSRC AB 2766 funds for the Project;

WHEREAS, the COUNTY’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 COUNTY’s staff;

WHEREAS, reimbursable activities by the COUNTY staff shall begin on the effective date of the Agreement and shall be completed by December 31, 2020;

WHEREAS, this MOU shall supersede and replace any previous agreements or negotiations between SCAG and the COUNTY 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 COUNTY. Such terms and conditions may be subject to change. The Recitals to this Agreement are also incorporated herein by this reference. Because among the sources of funding for this Agreement and Project includes MSRC AB 2766 funds, Contract No. MS 18015, under the AB 2766 Discretionary Fund Work Program, is also incorporated by this reference and attached herein as Exhibit B.

2. Scope of Work

- a. The COUNTY shall perform the Scope of Work described in Exhibit A, in accordance with requirements described in MSRC Contract No. MS 18015, 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 COUNTY for work performed as part of Exhibit A regarding the Project, up to the maximum amount of Two Hundred Ninety-Seven Thousand Two Hundred Forty-Two Dollars (\$297,242.00). SCAG intends to use State and Local Transportation funds as well as MSRC AB 2766 funds to meet its funding obligations described herein.

- c. The COUNTY shall provide SCAG the local in-kind match in the value of \$143,237 toward funding for the Project and perform the in-kind work pursuant to the Scope of Work described in Exhibit A.
- d. If any services and goods are procured to perform a portion of the Scope of Work described in Exhibit A, the COUNTY shall procure such goods and services in accordance with applicable Federal and State procurement requirements and SCAG's procurement policies.
- e. The COUNTY shall provide SCAG with a copy of its procurement files related to the Scope of Work, if any, including, but not limited to, solicitation documents (e.g., Independent Cost Estimate, determination of procurement method and contract type), prior to the release of any solicitation; as well as contract documents (e.g., purchase orders and/or contracts issued to any consultant(s) ("Consultant" herein)) and other related documentation in compliance with applicable procurement requirements and terms and conditions of this MOU.
- f. The COUNTY shall be responsible for managing the COUNTY's staff and 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.
- g. The COUNTY's Project Manager shall be responsible for final approval of the COUNTY's deliverables consistent with the Scope of Work set forth in Exhibit A provided, however, that prior to approving a deliverable from the COUNTY, the COUNTY's Project Manager shall consult with SCAG's Project Manager. In the event that the COUNTY proposes an amendment to the Scope of Work, the COUNTY shall notify SCAG's Project Manager in writing prior to commencing the work in accordance with the amended Scope of Work. SCAG may propose an amendment to this Agreement, if necessary, consistent with any approved amendments to the Scope of Work. The County Chief Executive Officer may approve any non-monetary amendments, or amendments that do not impact the term of this Agreement, on behalf of the COUNTY, subject to review by County Counsel.
- h. The COUNTY shall provide the data identified in Task 7.6 of the Scope of Work, Exhibit A, between January 1, 2021 and June 30, 2021 without further compensation due by SCAG to the COUNTY. SCAG shall not penalize the COUNTY for any failure to perform the work identified in Task 7.6 beyond the effective dates indicated in this Agreement.
- i. SCAG's Project Manager shall be notified and invited to: the kick-off meeting, all steering or technical advisory committee meetings, all public engagement outreach events, and all Board of Supervisors 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 December 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 COUNTY through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

Stephen Fox
Senior Regional Planner
Phone: (213) 236-1855
Email: fox@scag.ca.gov

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

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

Allegra Pajot
Administrative Analyst
Phone: (909) 387-5005
Email: allegra.pajot@cao.sbcounty.gov

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

5. Funding

SCAG's contribution to the Project is funded with State and Local Transportation funds as well as MSRC AB2766 funds, up to Two Hundred Ninety-Seven Thousand Two Hundred Forty-Two Dollars (\$297,242.00). SCAG shall not be obligated to make payments for any Project costs that exceed Two Hundred Ninety-Seven Thousand Two Hundred Forty-Two Dollars (\$297,242.00). 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. The method of payment for this MOU will be based on actual allowable costs. SCAG will reimburse the COUNTY for expended actual allowable direct costs and including, but not limited to labor costs and other direct costs incurred by the COUNTY in performance of the services made pursuant to the Scope of Work, Exhibit A. The COUNTY must not only have incurred the expenditures on or after the effective date of this MOU and before the Completion Date, but must have also paid for those costs to claim any reimbursements.
- b. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB).
- c. Not less frequently than once in every month, the COUNTY shall submit an invoice to SCAG using the Invoice Report, attached hereto and incorporated herein by this reference and subsequently herein referred to as "Exhibit C." The Invoice Report shall include a narrative description of the progress toward completion of tasks related to the Project. If the COUNTY uses its own invoice template in lieu of the Exhibit C Invoice Report, the COUNTY's invoice template shall include the required certification in accordance with 2 CFR Part 200.415 (a), Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and such certification shall be signed by an official who is authorized to legally bind the COUNTY.

- d. The Invoice Report shall include the following information:
 - 1) Names of the COUNTY personnel performing work
 - 2) Dates and times of Project work
 - 3) Location of Project work
 - 4) Itemized costs, including identification of each employee, Consultant or subconsultant staff who provided services during the period of the invoice, the number of hours and hourly rates for each such employee, including complete timesheets or time cards signed by the employee and approved by the supervisor; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by SCAG; Consultant or subconsultant staff member, receipts for authorized materials or supplies, and subconsultant invoices.
 - 5) The COUNTY shall submit narrative reports indicating percentage of completion with each set of invoices to allow SCAG's Project Manager to determine if the COUNTY is performing to expectations, is on schedule, is within funding limitations, as well as to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- e. Incomplete or inaccurate invoices shall be returned to the COUNTY unapproved for correction.
- f. All direct costs billed must be specifically identified and supported with original receipts, invoices, or statements.
- g. 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 COUNTY, its sub-recipient, Consultant, and/or subconsultants, 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/bu1.htm. Also see website for summary of travel reimbursement rules.
- h. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), the COUNTY 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 COUNTY staff and/or Consultant, progress toward completion of tasks related to the Project for the prior quarter and a reporting of all costs incurred regarding the Project.
- i. The COUNTY shall provide an in-kind match report with its invoice to SCAG. The COUNTY shall provide additional information or documentation to support the costs contained in the in-kind report within thirty (30) calendar days upon request of SCAG.
- j. On all documents submitted to SCAG for the Project, including Invoices and Quarterly Reports, the Project Number (OWP No. 280-4824U3/U5/E/W1.02) shall be referenced from the Effective Date through December 31, 2020.
- k. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. The COUNTY agrees to review, approve, and pay any Consultant invoices in a timely manner and submit all invoices to

SCAG for services rendered through June 30th, no later than July 21st during the contract's Term (e.g., 7/21/20, 7/21/21). SCAG shall not be obligated to pay the COUNTY for any invoice received after such date.

- l. The COUNTY must submit final invoice no later than thirty (30) days after the Completion Date of this Agreement or invoice may not be paid.
- m. The COUNTY 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 COUNTY. The ten (10) calendar days period is applicable unless a longer period is agreed to in writing.

7. Cost Principles

- a. The COUNTY 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 COUNTY agrees, and will require that its Consultant 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 COUNTY and every Consultant 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 COUNTY 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, 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 COUNTY within thirty (30) calendar days of the COUNTY receiving notice of audit findings and a written demand for reimbursement from SCAG. Should the COUNTY 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 COUNTY.

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 COUNTY 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 COUNTY 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 without written verification by SCAG shall be at the COUNTY’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 COUNTY or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. The COUNTY shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the COUNTY 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, or may be notified by email, to the following addresses, or email 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 COUNTY: Josh Candelaria
Director of Legislative and Governmental Affairs
County of San Bernardino
385 N. Arrowhead Ave., 5th Floor
San Bernardino, CA 92415
Phone: (909) 387-4821
JCandelaria@cao.sbcounty.gov

11. Insurance

The COUNTY shall, at its own expense, procure and maintain policies of insurance of the types and amounts below, for the duration of the MOU for itself and any third parties performing work on behalf of the COUNTY under this MOU. The policies shall state they afford primary coverage. COUNTY may satisfy its insurance obligations herein through a program of self-insurance. The minimum required insurance coverage required by SCAG is set forth 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.
- b. Minimum Limits of Insurance – SCAG hereby grants the COUNTY a waiver of any right to subrogation which any insurer of SCAG may acquire against the COUNTY by virtue of the payment of any loss under such insurance. SCAG agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer. The COUNTY, 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 COUNTY with a 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 COUNTY 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) Additional Insureds:
 - a. 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 COUNTY, products and completed operations of the COUNTY; premises owned, occupied or used by the COUNTY; or automobiles owned leased, hired or borrowed by the COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
 - b. The COUNTY, 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 SCAG, products and completed operations of SCAG; premises owned, occupied or used by SCAG; or automobiles owned leased, hired or borrowed by SCAG. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials and employees.
 - 2) For any claims related to this Project, the COUNTY's insurance coverage shall be primary insurance as respect to SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of the COUNTY'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 COUNTY'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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY's Consultant(s), the COUNTY'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 COUNTY, employees and agents in connection with its activities in pursuing the Project or under this MOU. The COUNTY further agrees to require its Consultant to provide indemnification for SCAG to the same extent as the COUNTY, in the contract(s) between the COUNTY and its Consultant for work related to this Agreement.
- b. Except for the negligence or willful misconduct of the COUNTY and any of its directors, officers, agents, employees, assigns, and successors in interest, SCAG undertakes and agrees to defend, indemnify, and hold harmless the COUNTY 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 COUNTY 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 COUNTY, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by the COUNTY upon request at no cost to the COUNTY.

- c. The COUNTY 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 COUNTY 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 COUNTY in compliance with Subpart F of the Office of Management and Budget's Uniform Grant Guidance, formerly referred to as Circular A-133. The COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY to the same extent as SCAG, and include but are not limited to, 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 COUNTY 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 COUNTY, 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 COUNTY, 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 Consultants 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 Caltrans, 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 COUNTY and its Consultants, 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 COUNTY'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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY shall be paid for all services performed by the COUNTY provided the required consultation between the COUNTY and SCAG has been undertaken in accordance with Section 2(f) 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 COUNTY shall fail to timely and adequately fulfill its obligations under this MOU, or if the COUNTY 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 COUNTY of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to the COUNTY 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 COUNTY 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 COUNTY nor SCAG 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 COUNTY or SCAG.

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 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.

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.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING NO. M-015-19**

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

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: _____
Basil Panas
Chief Financial Officer

_____ Date

APPROVED AS TO FORM:

By: _____
Justine Block
Acting Chief Counsel

_____ Date

COUNTY OF SAN BERNARDINO

By: _____
Gary McBride
Chief Executive Officer

_____ Date

APPROVED AS TO FORM:

By: _____
Penny Alexander-Kelley
Chief Assistant County Counsel

_____ Date

Exhibit A

SCOPE OF WORK

INTRODUCTION: The purpose of this project is to develop an electronic method to submit warrant requests during the daytime and allowing judges to review and respond to requests without requiring Deputies to acquire a judge’s signature by having to drive to the nearest court location.

RESPONSIBLE PARTIES: San Bernardino County Sheriff/Coroner/Public Administrator (Sheriff), Superior Court, San Bernardino County Information Services Department (ISD)

OVERALL PROJECT OBJECTIVES: The overall project objective is to reduce vehicle emissions and wear and tear of those vehicles by allowing law enforcement agencies to submit warrant requests remotely, avoiding vehicle trips to the courthouse.

1. Project Initiation

Task 1.1 Develop Project Charter

Participants: Court Judicial Leadership, Court Operations, and Court IT

Task Description:

Meet to develop a written project charter for the 24-Hour Automated Warrant Project. The Project Charter will define the project objectives, the organizations involved, and the role of each group in achieving project success.

<u>Task</u>	<u>Deliverable</u>
1.1	<i>Project Charter Document</i>
1.1	<i>Meeting Notes</i>

Task 1.2 Develop Communication Plan

Participants: Court Judicial Leadership, Court Operations, and Court IT

Task Description:

Meet to develop a written communication plan for the 24-Hour Automated Warrant Project. The communication plan will define the objectives, frequency, audiences and general content for the planned project communications. This will include project outreach and updates during the development period, and contact with Law Enforcement Agencies across the County as part of project implementation.

<u>Task</u>	<u>Deliverable</u>
1.2	<i>Project Communication Plan</i>
1.2	<i>Meeting Notes</i>

Task 1.3 Confirm Statement of Work

Participants: Court Judicial Leadership, Court Operations, and Court IT

Task Description:

Meet to confirm the Statement of Work for the 24-Hour Automated Warrant Project. The Statement of Work will define the project scope and steps to complete the objectives of the project. This will include naming the project participants.

<u>Task</u>	<u>Deliverable</u>
1.3	<i>Project Statement of Work</i>
1.3	<i>Meeting Notes</i>

Task 1.4 Develop Project Schedule

Participants: Court Judicial Leadership, Court Operations, and Court IT

Task Description:

Meet to confirm the Project Schedule for the 24-Hour Automated Warrant Project. The Project Schedule will define the project steps and timeline to complete the objectives of the project. This will include naming the project participants.

<u>Task</u>	<u>Deliverable</u>
1.4	<i>Project Schedule</i>
1.4	<i>Meeting Notes</i>

2. Project Planning

Task 2.1 Develop Project Plan

Participants: Court IT

Task Description:

Develop a detailed Project Plan for the 24-Hour Automated Warrant Project to supplement the Statement of Work and Project Schedule. The Project Plan will define the detailed project steps and timeline to complete the objectives of the project. This will include naming the project participants and establishing further milestone dates.

<u>Task</u>	<u>Deliverable</u>
2.1	<i>Project Plan</i>
2.1	<i>Meeting Notes</i>

Task 2.2 Develop Testing Plan

Participants: Court IT

Task Description:

Develop a detailed Testing Plan for the 24-Hour Automated Warrant Project. The Test Plan will include all facets of system operation; including: Deputy access, judicial access, Court Operations access, system administration, and fail-over modes.

<u>Task</u>	<u>Deliverable</u>
2.2	<i>Testing Plan</i>
2.2	<i>Meeting Notes</i>

Task 2.3 Develop Change Management Plan

Participants: Court IT

Task Description:

Develop a Change Management Plan for the 24-Hour Automated Warrant Project. The Change Management Plan will define the identification and escalation process for project risks or changes including the additional approvals necessary for significant changes.

<u>Task</u>	<u>Deliverable</u>
2.3	<i>Change Management Plan</i>
2.3	<i>Meeting Notes</i>

3. Solution Design and Development

Task 3.1 Application Design

Participants: Court IT, Sheriff, Court Operations, County ISD

Task Description:

Design the application itself including both the internal and external workflow and interfaces. This effort is likely to require several meetings to review screen design and workflow. Standardization of warrant request formats is included in the scope of this task. Key workflow includes notice to judicial officers of a new warrant for processing.

<u>Task</u>	<u>Deliverable</u>
3.1	<i>System Design Document</i>
3.1	<i>Meeting Notes</i>

Task 3.2 Infrastructure Procurement

Participants: Court IT, County ISD

Task Description:

Procure the required Cloud-based infrastructure resources to support the project. This includes a development, testing and production environment as well as the necessary networking resources to ensure connectivity and security of the infrastructure.

<u>Task</u>	<u>Deliverable</u>
3.2	<i>Contracted Cloud-based Infrastructure</i>
3.2	<i>Meeting Notes</i>

Task 3.3 Cloud Configuration

Participants: Court IT, County ISD

Task Description:

Configure the required Cloud-based infrastructure resources to support the project. This includes a development, testing and production environment as well as the necessary networking resources to ensure connectivity and security of the infrastructure.

<u>Task</u>	<u>Deliverable</u>
3.3	<i>Configured Cloud-based Infrastructure</i>
3.3	<i>Meeting Notes</i>

Task 3.4 Server Configuration

Participants: Court IT, County ISD

Task Description:

Configure the required servers to support the project. This includes development, testing and production servers as well as the necessary networking resources to ensure connectivity and security of the infrastructure. Server configuration includes file transfer to Sheriff servers.

<u>Task</u>	<u>Deliverable</u>
3.4	<i>Configured Virtual Servers</i>
3.4	<i>Meeting Notes</i>

4. Application Development and Configuration

Task 4.1 Application Development

Participants: Court IT, County ISD

Task Description:

Create the actual software which will provide the new functionality per the Statement of Work. This includes software to transfer the existing warrant database to the new environment and any tools

necessary of end-user devices. Application Development includes unit and system testing as defined in the Testing Plan, in advance of system validation and stress testing.

<u>Task</u>	<u>Deliverable</u>
4.1	<i>Completed and Unit/System Tested Application Software</i>
4.1	<i>Meeting Notes</i>

Task 4.2 API Configuration

Participants: Court IT, County ISD

Task Description:

Develop and configure any Application Programming Interface (API) calls to external services such as e-mail and phone notification providers.

<u>Task</u>	<u>Deliverable</u>
4.2	<i>Verify functionality of any APIs</i>
4.2	<i>Meeting Notes</i>

5. Software Validation

Task 5.1 Perform System Validation / Stress Test

Participants: Court IT, County ISD, Court Operations, County Sheriff

Task Description:

Once the system is complete, perform complete application testing per the Testing Plan including full end-to-end testing using multiple warrant types and agencies. A variety of devices and web browsers will be used to ensure broad application compatibility. Verify user guides are complete and accurate. A specific Stress Test of multiple warrants, accessing agencies and judicial officers will be conducted to ensure reliability of the software and servers under high volume conditions.

<u>Task</u>	<u>Deliverable</u>
5.1	<i>Test Plan results</i>
5.1	<i>Stress Test results</i>

Task 5.2 Perform Outage Test

Participants: Court IT, County ISD

Task Description:

Once the system is complete, perform Outage Testing per the Testing Plan. This will include system rollover processing during a partial outage, and verification of backup plans to be used in the event of a complete system outage.

<u>Task</u>	<u>Deliverable</u>
5.2	<i>Outage testing results</i>

6. Training

Task 6.1 Train Court Staff

Participants: Court IT, Court Operations

Task Description:

Once the system is complete and tested successfully provide full training to Court Staff who will be operating and supporting the new system.

<u>Task</u>	<u>Deliverable</u>
6.1	<i>Training manuals</i>
6.1	<i>List of participants</i>

Task 6.2 Train Law Enforcement

Participants: Court IT, County Sheriff

Task Description:

Once the system is complete and tested successfully provide full training to Law Enforcement Agencies which will be using the new system. This training will be provided through a series of training opportunities across the County. A PowerPoint training guide will also be produced for the on-going training of new Deputies.

<u>Task</u>	<u>Deliverable</u>
6.2	<i>Training manuals</i>
6.2	<i>Training PowerPoint</i>
6.2	<i>List of participants, agencies and locations of training</i>

7. Go-Live Support and Reporting

Task 7.1 Pre-Go-Live Meeting

Participants: Court IT, Court Operations, County ISD, County Sheriff

Task Description:

Once the system is complete, tested and training has occurred, there will be a meeting to plan for the go-live event including: resource scheduling, cut-over process check-points, fallback procedures, coordination of communications, etc.

<u>Task</u>	<u>Deliverable</u>
7.1	<i>Go-Live Plan</i>
7.1	<i>Meeting Notes</i>

Task 7.2 Discontinue Legacy System

Participants: Court IT, County ISD

Task Description:

As part of the Go-Live for the new 24-Hour Automated Warrant Project, the existing system will be backed-up and mothballed. Ensure all new warrants are directed to the correct system.

<u>Task</u>	<u>Deliverable</u>
7.2	<i>Legacy system shutdown plan</i>
7.2	<i>Meeting Notes</i>

Task 7.3 Convert/Archive Database

Participants: Court IT, County ISD

Task Description:

As part of the Go-Live for the new 24-Hour Automated Warrant Project, warrants and data from the legacy system will be converted into the new system using the tools created during Application Development. At that point, the legacy database will be archived.

<u>Task</u>	<u>Deliverable</u>
7.3	<i>Database converted from legacy to new system</i>
7.3	<i>Database conversion validation</i>

Task 7.4 Create Issues List

Participants: Court IT, Court Operations, County ISD, County Sheriff

Task Description:

A system issues list will be created to track any issues encountered at go-live on the new 24-Hour Automated Warrant Project. This will include both problems encountered with the new system, and further opportunities to enhance the system.

<u>Task</u>	<u>Deliverable</u>
7.4	<i>System issues list</i>

Task 7.5 Go-Live

Participants: Court IT, Court Operations, County ISD, County Sheriff

Task Description:

The Go-Live for the new 24-Hour Automated Warrant Project, will be carefully coordinated with the various participants as noted in the Go-Live Plan.

<u>Task</u>	<u>Deliverable</u>
7.5	<i>New 24-Hour Automated Warrant System operational</i>
7.5	<i>Issues list updated as required</i>

Task 7.6 Data Collection and Evaluation

Participants: Court IT, County ISD

Task Description:

This includes regular reporting of the results received, including the VMT reduction.

The evaluation shall include required performance indicators identified by SCAG in the Future Communities Pilot Program (FCPP) Evaluation and Metrics Guidance.

SCAG is procuring a separate consultant (“Evaluation Consultant”) to engage with each FCPP awardee to ensure the required key performance indicators in the Evaluation and Metrics Guidance are incorporated into the pilot project’s program design and the appropriate data is being collected. The County staff shall coordinate with the Evaluation Consultant to ensure successful evaluation of the pilot project.

<u>Task</u>	<u>Deliverable</u>
7.6	<i>Regular Performance Monitoring Procedures</i>
7.6	<i>VMT and Emissions Gas Reduction Efficiency Analysis</i>

Timeline/Budget

Task Number	Project Title	24 Hour Automated Warrants					Grantee		San Bernardino Superior Court												Deliverable							
		Fund Source					Fiscal Year 2019/20						FY 2020/21															
		Responsible Party	Total Cost	Grant Amount	Local In-Kind Match		J	A	S	O	N	D	J	F	M	A	M	J	J	A		S	O	N	D	J	F	M
1.0 Project Initiation																												
1.1	Develop Project Charter	Court IT, Court OPS	\$2,909		\$2,909																							Project Charter Document
1.2	Develop Communication Plan	Court IT, Court OPS	\$2,909		\$2,909																							Project Communication Plan
1.3	Confirm SOW	Court IT, Court OPS	\$2,908		\$2,908																							Project Statement of Work
1.4	Develop Project Schedule	Court IT	\$2,908		\$2,908																							Project Schedule
2.0 Project Planning																												
2.1	Develop Project Plan	Court IT	\$5,461		\$5,461																							Project Plan
2.2	Develop Testing Plan	Court IT	\$5,461		\$5,461																							Testing Plan
2.3	Develop Change Management Plan	Court IT	\$5,461		\$5,461																							Change Management Plan
3.0 Solution Design and Development																												
3.1	Application Design	Court IT, SBSO, ISD, Court OPS	\$67,071	\$62,000	\$5,071																							System Design Document
3.2	Infrastructure Procurement	Court IT	\$13,000	\$13,000	\$0																							Contracted Cloud-based Infrastructure
3.3	Cloud Configuration	Court IT	\$3,236		\$3,236																							Configured Cloud-based Infrastructure
3.4	Server Configuration	Court IT	\$3,100		\$3,100																							Configured Virtual Servers
4.0 Application Development and Configuration																												
4.1	Application Development	County ISD	\$150,000	\$150,000	\$0																							Completed and Unit/System Tested
4.2	API Configuration	County ISD	\$48,242	\$48,242	\$0																							Verify functionality of any APIs
5.0 Software Validation																												
5.1	Perform System Validation/Stress Test	Court IT	\$22,562		\$22,562																							Test Plan Results
5.2	Perform Outage Test	Court IT	\$6,895		\$6,895																							Outage Testing Results
6.0 Training																												
6.1	Train Court Staff	Court IT, Court OPS	\$18,280		\$18,280																							Training Manuals, etc.
6.2	Train Law Enforcement	Court IT, SBSO	\$24,485		\$24,485																							Training Manuals, etc.
7.0 Go-Live Support and Reporting																												
7.1	Pre-Go-Live Meeting	Court IT, ISD, Court OPS, SBSO	\$6,079		\$6,079																							Go-Live Plan
7.2	Discontinue Legacy System	Court IT	\$1,780		\$1,780																							Legacy System Shutdown n Plan
7.3	Convert/Archive Database	County ISD	\$29,829	\$24,000	\$5,829																							Database Converted from Legacy
7.4	Create Issues List	Court IT	\$1,201		\$1,201																							System Issues List
7.5	Go-Live	Court IT, ISD	\$10,836		\$10,836																							New System Operational
7.6	Continued Support/Data Collection	Court IT, ISD	\$5,866		\$5,866																							Support, Monitoring, and Analysis
TOTALS			\$440,479	\$297,242	\$143,237																							

Exhibit B
Copy of Contract No. MS 18015

Exhibit C Invoice Report Format

Use Agency Letterhead									
INVOICE									
Email invoice to: accountspayable@scag.ca.gov						Date:			
Basil Panas						Invoice #:			
Chief Financial Officer						Invoice Period:			
Southern California Association of Governments						MOU #:			
900 Wilshire Blvd., Suite 1700						OWP #:			
Los Angeles, CA 90017						Project Title:			
SAMPLE									
Cost Categories	Budget	Current Invoice	Current Progress Completion	Current Invoice Total	Previously Invoiced	YTD Expenditure	YTD Progress Completion	Balance	
<i>Task 1</i>									
Task 1.1 - Project Kick off meeting	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00	0%		
Task 1.2 - Project Coordination		\$0.00	0%				0%		
<i>Task 2</i>									
Task 2.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00			
<i>Task 3</i>									
Task 3.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00			
<i>Task 4</i>									
Task 4.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00			
<i>Task 5</i>									
Task 5.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00			
<i>Task 6</i>									
Task 6.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00			
<i>Task 7</i>									
Task 7.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00			
<i>Task 8</i>									
Task 8.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00			
TOTAL		\$0.00		\$0.00	\$0.00	\$0.00			\$ -
Please send check to:									
CITY OF TBD									
Address									
City/State/ZIP									
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.									
Signature of an Authorized Official				Title					
Full Name of An Official who is authorized to legally bind the Organization				Date					