

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

20-18

SAP Number

County Administrative Office

Department Contract Representative	Allegra Pajot
Telephone Number	387-5005
Contractor	Southern California Association of Governments
Contractor Representative	Basil Panas
Telephone Number	On File
Contract Term	2/11/20-12/31/20
Original Contract Amount	\$297,242
Amendment Amount	
Total Contract Amount	\$297,242
Cost Center	1130002371

Briefly describe the general nature of the contract:

The Memorandum of Understanding (MOU) with the Southern California Association of Governments (SCAG) describes the responsibilities of both SCAG and the County, where SCAG will provide funding in the amount of \$297,242 for the County's expansion of the Remote Electronic Warrants Program from after hours and weekends to include daytime processing. On December 13, 2018, the County Administrative Office approved the submission of the grant application through authority delegated to the County Chief Executive Officer per County Policy 05-13.

FOR COUNTY USE ONLY

Approved as to Legal Form


Penny Alexander-Kelley, Chief Assistant County Counsel

Date 02-05-2020

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Date

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:  _____ Date 2/5/20
Basil Panas
Chief Financial Officer

APPROVED AS TO FORM:

By:  _____ Date 2/5/20
Justine Block
Acting Chief Counsel

COUNTY OF SAN BERNARDINO

By:  _____ Date 2/1/2020
Gary McBride
Chief Executive Officer

APPROVED AS TO FORM:

By:  _____ Date 2/7/2020
Penny Alexander-Kelley
Chief Assistant County Counsel

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				Fiscal Year 2019/20		Fiscal Year 2020/21		Deliverable									
		Fund Source			Local In-Kind Match	FY 2019/20		FY 2020/21											
		Responsible Party	Total Cost	Grant Amount		J	A	S	O		N	D	J	F	M	A	M	J	
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 R/D	\$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 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														



MEMORANDUM

To: Rye Baerg and Deanna Dupuy, Southern California Association of Governments

From: Nelson\Nygaard

Date: January 24, 2018

Subject: Future Communities Pilot Projects Evaluation and Metrics Guidance

OVERVIEW

The Future Communities Pilot Program (FCPP) aims to implement innovative projects that reduce Vehicle Miles Traveled (VMT) and primary emissions through the application of data analytics and technology. The mandate to innovate means that the Pilot Program will be required to evaluate a wide range of project types. This project evaluation framework is intended to guide reporting on pilot results by identifying consistent metrics and key performance indicators (KPIs) across a wide variety of project typologies to allow performance comparisons across the program. This framework seeks to define indicators for evaluating each pilot project in terms of:

- VMT reduction
- Air quality impact
- Productivity
- Program costs
- User experience

PROJECT EVALUATION FRAMEWORK

To maintain consistency in performance reporting among project sponsors, all pilot projects will be evaluated across a range of indicators. In order to foster a reasonably controlled environment for the evaluation of pilot projects, this document establishes a consistent way of quantifying these outcomes using comparable metrics and KPIs across all projects selected through the FCPP Call for Projects (CFP). As individual pilot projects will vary in scope and affected transportation market, data collection must be tailored to result in the KPIs and metrics outlined in this framework.

Data Collection

For each project, SCAG will work with the applicant to ensure a data collection method that will provide sufficient data to meet the evaluation criteria outlined in this framework. Depending on the nature of the pilot project, the project applicants may need to apply different data collection or analysis methods to effectively measure the VMT, emissions reduction impacts, and other indicators. Below are key requirements that will be incorporated into the design of each pilot project.

- Baseline data must be collected/identified to have a foundation against which to compare program changes. This baseline data should be clearly outlined in the Scope of Work (SOW).

Future Communities Pilot Projects Evaluation and Metrics Guidance
Southern California Association of Governments

- Data collection processes should be standardized before implementing baseline data collection; however, processes may need to be adjusted slightly prior to pilot implementation and after the first round of baseline data is collected.
- All variables will be collected on a monthly basis, at a minimum. Where possible, real time data should be collected and analyzed to test changes in the system.
- SCAG will also hire an evaluation consultant that will collect the data from each of the pilot projects and project the benefits of implementing these projects across the region and over an extended timeframe beyond the pilot program.

Goal Setting

Each project selected will complete target-setting at the beginning of the project by establishing a measurable goal or expected outcome for the required KPIs. Common VMT reduction strategies and their ranges of effectiveness are noted below. Reduction measures should be calibrated to project-specific variables and impacts.

Table 1 Potential trip reduction of select measures based on CAPCOA¹

TDM Measure	Estimated Trip Reduction Range
Implement Employee Parking "Cash-Out"	0.6% to 7.7%
Price Workplace Parking	0.1% to 19.7%
Implement Bike-Sharing Program	N/A – see full report
Implement Car-Sharing Program	0.4% to 0.7%
Implement Car-Sharing Program	0.4% to 0.7%
Implement Commute Trip Reduction Marketing	0.8% to 4.0%
Telecommuting and Alternative Work Schedules	0.07% to 5.5%
Implement Subsidized or Discounted Transit Programs	0.3% to 20.0%
Provide Ride-Sharing Programs	1.0% to 15.0%
Implement Voluntary CTR Programs	1.0% to 6.2%
Implement Transit Access Improvements	N/A – see full report
Increase Transit Service Frequency/Speed	0.02% to 2.5%
Implement Area or Cordon Pricing	7.9% to 22.0%
Unbundle Parking Costs from Property Cost	2.6% to 13.0%
Implement Market Price Public Parking (On-Street)	2.8% to 5.5%
Urban Non-Motorized Zones	N/A – see full report

¹ The full report can be found at: <http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf>

Baseline and Ongoing Reporting

SCAG will require that each pilot project provide data on a planned and regular basis to determine the projects effectiveness and determine whether or not adjustments in project strategies should be considered. Regular reporting will consist of baseline data, monthly project status reports, and milestone reports. A sample performance report is provided in Appendix A for reference. Considerations for successful project applicants to address when tailoring their baseline and ongoing reporting measures to appropriately reflect the performance of pilot VMT and emission reduction strategies are noted below:

- The calculation of baseline volumes using historical data will allow project applicants to assess how well the pilot is performing on a month-to-month basis and at the completion of the project.
- FCPP pilot projects should track performance progress monthly. This will help successful project applicants conduct regular analysis to determine if the project is on track or if any adjustments are necessary to meet project goals. Project sponsors should develop a plan for monthly reporting at the beginning of the project, and plan to report outcomes at regular project management meetings.
- Milestone pilot project evaluation will be encouraged and reporting will serve to ensure the project is achieving measurable results. If it is clear that the program is not achieving desired results, the project sponsors will need to adjust project parameters at these points to attempt solutions that can meet the project's objectives.

Strategic surveys and instruments for collecting qualitative feedback should be incorporated into the milestone evaluation framework to assess trends in operator/user behavior patterns and satisfaction. End user and operator feedback early in the process may provide insights that will affect successful pilot expansion or deployment across a range of regional contexts and conditions.

REQUIRED KEY PERFORMANCE INDICATORS

In conjunction with the primary outcomes of VMT and emissions reductions, pilot solutions should have secondary benefits to municipalities, such as increased productivity or cost/resource savings. These benefits are important when considering the long-term sustainability and replicability of the project. Data points used for these metrics and KPIs should be simple to consistently measure, collect consistently over time, and replicate across multiple types of service markets, vehicle types, and operating environments.

Most importantly, project sponsors should consistently track key metrics and performance indicators that will allow them to accurately calculate the VMT and emissions reduction effectiveness. Depending on the nature of the pilot project, available resources, and time constraints, project sponsors may need to use data that is already available to them in order to approximate appropriate KPIs that can be later used to calculate VMT, emissions or cost reduction. SCAG will work with project sponsors for FCPP deployment to finalize the scope of work and procurement documents, which will include establishment of data collection techniques to obtain the required KPIs, and evaluation metrics to determine pilot project effectiveness.

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Table 2 outlines the required KPIs for FCPP project sponsors. Additional considerations for development of metrics and KPIs are provided in Appendix B. All metrics and KPIs should be formulated so that they are expressed as a function of time – monthly and at milestone evaluation period(s).

Table 2 FCPP Key Performance Indicators¹

	Indicator	Description	Expressed As
VMT Reduction	Vehicle Miles Traveled (VMT)	Estimation of distance traveled over a period of time.	Total miles traveled
	Number of Trips	Number of round trips taken by affected vehicles.	Total number of trips
	Average Trip Length	Average distance traveled by affected vehicles per trip. (may be 1-way, round trip or fixed route)	Average Miles
Air Quality Impacts	CO (Carbon monoxide)	Pollutant gas, which plays a role in the formation of ground-level ozone.	Pounds of pollutant emissions
	CO ₂ (Carbon dioxide)	The most common greenhouse gas, contributes to the amount of heat absorbed by the atmosphere.	Pounds of pollutant emissions
	NO _x (Nitrous oxides)	Family of pollutant gases, which play a role in creating ozone (smog).	Pounds of pollutant emissions
	ROG (Reactive Organic Gases)	Family of pollutant gases, which affect the rates of ozone production, particle formation and growth, and oxidant consumption.	Pounds of pollutant emissions
	SO _x (Sulphur oxides)	A family of pollutant gases, which can combine with water and air to form sulfuric acid -- the main component of acid rain.	Pounds of pollutant emissions
	PM ₁₀ (Particulate Matter)	Coarse dust particles that are 2.5 to 10 micrometers in diameter.	Pounds of pollutant emissions

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Indicator		Description	Expressed As
	PM 2.5 (Particulate Matter)	Fine particles that are 2.5 micrometers in diameter or smaller.	Pounds of pollutant emissions
	CH ₄ (Methane)	One of the most potent greenhouse gas, produces up to 21 times as much warming as CO ₂ .	Pounds of pollutant emissions
Program Costs	Cost Effectiveness	Average price to provide the service for a defined unit quantity of VMT.	Cost of service operation per VMT
	Cost Savings	Savings in labor, fuel, maintenance, etc., as a result of pilot operation.	Changes in capital and operating costs
Productivity	Number of Customers/Users Served	Measure of how many people used or have access to the product or service; measured by customers or end users within a given radius of sites served by the pilot.	Total number of customers/users served
	Resource Utilization	Changes in the number of vehicles required to serve the market or operate the service.	Average number of vehicles in service
User Experience	Customer Satisfaction	Measure of how products and services meet or surpass customer expectation.	Customer and operator survey results
	Disadvantaged Communities Impacts	Changes to access or quality of services available to Environmental Justice or Disadvantaged Communities.	Households affected (Census, ACS groups)

¹ - All metrics and KPIs should be formulated so that they are expressed as a function of time – with monthly and milestone evaluation period(s) determined during Project Planning and procurement.

VMT CALCULATION GUIDANCE

VMT and Emissions

Reductions to VMT and emissions should be calculated using appropriate data sources for the different pilot projects and strategies deployed. Performance measuring may be a direct output of some applications, but may require several data inputs and steps to calculate for others. This section is intended to provide a roadmap for VMT, emissions, and cost reduction calculation for pilot project applicants.

Example: VMT reduction or change (“ Δ ”) should be evidenced by changes in number of trips being taken, average trip length (time and distance), or number of vehicles in use. Supplemental behavior data and trip pattern information may be needed to support the calculation of the number of trips taken and average trip length or changes therein.

$$\Delta \text{ VMT} = (\Delta \text{ number of trips taken}) \times (\Delta \text{ average trip length})$$

Example: Emissions reduction or change (“ Δ ”) for vehicle trips may be a relatively direct conversion factor of changes in average VMT. Individual conversion factors may apply depending on the type of emission being calculated, as well vehicle or fuel type.

$$\Delta \text{ Emissions}_{\text{Emission type}} = \Delta \text{ VMT} \times \text{Emission factor}_{\text{Emission type}}$$

In some cases, the “emission factor” included in calculating the reductions may be based on the changes in the amount of fuel consumed rather than VMT. This may be more appropriate when the change in the number of trips taken, or trip length, are not readily available data points nor easily calculated.

$$\Delta \text{ Emissions}_a = \Delta \text{ Fuel consumption}_b \times \text{Emissions factor}_a$$

Where a = type of emissions for a given vehicle’s fuel and technology

Where b = amount of fuel consumed per vehicle²

Some pilot projects will have a more complex relationship between VMT production and emissions. The formulas provided above are simplified approaches to calculation using factors and values that have been aggregated across many types of vehicles and operating scenarios. Additional factors considered in calculating emissions reduction may include changes to fuel type, idle time versus drive time, or other operating factors effecting fuel consumption. Given the pilot

² Formulas based on 2006 IPCC Guidelines for National Greenhouse Gas Inventories: Volume II ENERGY; Chapter 2 – Stationary Combustion; Chapter 3 – Mobile Combustion

project's scope of work, a project sponsor may include additional calculations to more precisely identify emission production as a result of specific generation factors and permutations thereof.

SCAG will work with FCPP project sponsors during project planning to ensure that an appropriate data collection framework is established to support the future quantification of pilot project impacts on VMT and emissions production. SCAG will also hire a consultant to work with agencies to aid with milestone performance evaluation.

Calculation Resources and References

Several robust modeling tools are available in the Southern California region through resources such as CAPCOA and California Air Resources Board, developer of the EMFAC model. Each tool follows universal data specifications and categorization methods developed by the Intergovernmental Panel on Climate Change (IPCC).

The 2006 IPCC Guidelines group emissions and removals categories into five main volumes (1-Energy; 2-Industrial Processes and Product Use; 3-Agriculture, Forestry, and Other Land Use; 4-Waste; 5-Other). Each sector has its own volume of emission inventory data. Transportation related emissions fall under the Energy category (Volume 1).

The *Index of Documentation of California's 2000-2016 GHG Inventory* follows the IPCC categorization of vehicles by industry sector and various subsectors, allowing for identification of specific emissions generation factors based on the various permutations of vehicle types, operations, and fuel technologies that may exist. The subcategories from the IPCC categorical filing system most relevant to this project typology are³:

- 1- Energy
 - o 1.A – Fuel Combustion Activities
 - 1.A.3 - Transport
 - 1.A.3.b – Road Transportation
 - 1.A.3.b.i – Cars
 - 1.A.3.b.ii. – Light-duty trucks
 - 1.A.3.b.iii. – Heavy-duty trucks and buses
 - Etc.

EMFAC

The California Air Resources Board's (CARB) Emission FACTors (EMFAC) model is a computer model that can estimate emission rates for on-road vehicles including cars, trucks, and buses in California as defined by the Intergovernmental Panel on Climate Change (IPCC). USEPA approves EMFAC for use in State Implementation Plan and transportation conformity analyses. The latest EMFAC2017 version (1.0.2) has not yet been approved by the EPA. The most recent approved version is EMFAC2014 and a searchable, web-based database of historic emission production and projected emission rates (<https://www.arb.ca.gov/emfac/2014/>) from

³ Full documentation of California's GHG Inventory based on IPCC definitions: https://www.arb.ca.gov/cc/inventory/doc/doc_index.php

year 2000 to 2050 are available for interested parties to utilize in calculating emission generating potential.

For the previous (2007) iteration of the EMFAC model, Southern California Air Quality Management District (SCAQMD) conducted a rigorous data mining and analysis exercise to compile a simplified, aggregated list of emission production factors by vehicle category. A similar effort of calculating the weighted average of emission factors for vehicle types within the EMFAC2014 model and simplifying them into fixed categories has not been prepared, due to resource limitations within the AQMD.

During the Pilot Planning phase of the FCPP, project applicants selected for grant award should coordinate with SCAG, potential contractors, and relevant third parties to determine the appropriate application of EMFAC2014 data to calculate baseline vehicle emission levels and reduction impacts following pilot launch. Additional guidance regarding use of the EMFAC2014 Web Database (v.1.07) to develop appropriate emission rates to use for calculation of pilot project reduction levels is provide in Appendix C.

CONCLUSION

The primary goal of the FCPP is to leverage innovation to reduce emissions-producing VMT while developing a consistent process for measuring the impacts and effectiveness of pilot projects. The standardized PIs established by this document are meant to provide a consistent framework for project sponsors to structure data collection, analysis methodologies, and performance measurement across a wide range of pilot VMT reduction strategies. While the nature of the various pilot projects may require using of a number of KPIs to gather the data needed to calculate VMT/emissions reduction and cost savings, these uniform reporting metrics will allow local leaders and SCAG to more easily compare effectiveness, benefits, and impacts of deployment.

Project sponsors should also consider the specific needs and goals of their communities and local leadership when deploying pilot services. To the extent possible, the evaluation of pilot performance should reflect metrics that measure the value added to the community. An understanding of local constraints and opportunities will serve as a guide for decisions regarding the expansion or replication of pilot projects throughout the region.

Appendix A Sample FCPP Performance Reporting Template

Data Collection Period: _____

Agency: _____ Department: _____

Pilot Project Name: _____

Service Market Description: _____

Program Costs

Total Project Budget: \$ _____

Total Pilot Capital Costs: \$ _____ (%)

Total Pilot Ops Costs: \$ _____ (%)

Baseline Ops Cost (monthly): \$ _____

Avg Pilot Ops Cost (monthly): \$ _____

Vehicles in Service:

Vehicle Classification	Fuel Type	Pk vehicles	Off-Pk Vehicles

*- Vehicle classification entered must be consistent with those used for Air Quality pollutant production factors

Peak period: ____ hh:mm – hh:mm ____

Off-peak period: ____ hh:mm – hh:mm ____

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VMT Reduction⁴

Vehicle Type / Fuel Type #1

Performance Indicator	Collection Period	Previous Month		Baseline Average	
	Total	Total	% change	Total	% change
Vehicle Miles Travelled (VMT)			%		%
Number of Trips			%		%
Avg. Trip Length			%		%

Vehicle Type / Fuel Type #2

Performance Indicator	Collection Period	Previous Month		Baseline Average	
	Total	Total	% change	Total	% change
Vehicle Miles Travelled (VMT)			%		%
Number of Trips			%		%
Avg. Trip Length			%		%

Air Quality Impacts⁴

Performance Indicator	Collection Period	Previous Month		Baseline Average	
	Total	Total	% change	Total	% change
Fuel Consumed (Type1)	gal	gal	%	gal	%
Fuel Consumed (Type2)	gal	gal	%	gal	%
CO (Carbon monoxide)	lbs.	lbs.	%	lbs.	%
CO ₂ (Carbon dioxide)	lbs.	lbs.	%	lbs.	%

4 - "VMT Reduction" and "Air Quality Impacts" may require multiple tables to calculate impacts by different vehicle types or fuel types separately. 'Baseline Average' data should reflect the average monthly quantity produced or generated by the fleet/service vehicles affected by Pilot (prior to Pilot operations).

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Performance Indicator	Collection Period	Previous Month		Baseline Average	
	Total	Total	% change	Total	% change
NO _x (Nitrous oxides)	lbs.	lbs.	%	lbs.	%
ROG (Reactive Organic Gases)	lbs.	lbs.	%	lbs.	%
SO _x (Sulphur oxides)	lbs.	lbs.	%	lbs.	%
PM ₁₀ (Particulate Matter)	lbs.	lbs.	%	lbs.	%
PM _{2.5} (Particulate Matter)	lbs.	lbs.	%	lbs.	%
CH ₄ (Methane)	lbs.	lbs.	%	lbs.	%

Productivity

Performance Indicator	Collection Period	Previous Month		Baseline Average	
	Total	Total	% change	Total	% change
Customers / Users Served			%		%
Resource Utilization ⁵			%		%

⁵ Resource utilization may be reflected as total vehicles in service or peak vehicles, as appropriate for the project.

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User Experience

Customer Satisfaction Surveys:

Survey Goals	Survey Period	Number of Survey Responses

*- Provide detailed survey results as attachment

Takeaways and action items: _____

Disadvantaged Community Impacts:

Community Name / Location	Description of Impact(s)	Mitigation Measure(s)	Status / Community Response

*- Provide supplemental information as attachment

Takeaways and action items: _____

Appendix B Optional KPI Guidance by VMT Reduction Strategy

VMT Reduction Strategy	VMT Reduction Principle	Key Hypotheses to Test	VMT Reduction KPIs (before/after)
Fleet Management and Fleet Telematics	Analyze the current operations and look for efficiencies.	a) There is potential to increase the productive utilization of fleet vehicles.	- Ratio of idle/unproductive time to drive time and number of vehicles in service.
Route Optimization	Analyze demand patterns and eliminate circuitous routes, consolidate routes or services.	a) Current routes/services driving more than they need to. b) Sites being overserved when not needed. c) Other impacts of site consolidation or dynamic routing.	- Number of sites/stops/users served. - Coverage area. - User accessibility changes.
Remote Services	Use teleconference, web-conference technology to reduce travel needs for routine municipal services/meetings/etc.	a) Determine applicable services and quality requirements for use. b) Quantify the number of SOV trips not taken. c) Quantify distances of mitigated SOV trips.	- Frequency of use. - Number of trips saved (participants). - Average travel distance of participants.
Incentives for Non-Auto Trips	Prizes, rewards, or gamification to change travel behavior (mode) choices away from SOV.	a) Increased frequency of alternative mode utilization due to the incentive program. b) Multimodal trip patterns.	- Number of alt mode trips taken (Program enrollment). - Survey of behavior preferences; SOV trip / commute patterns, O-D data. - Transit ridership, rideshare and micro mobility usage.
Mobility as a Service	Integrate multiple mobility providers into integrated/single platform for seamless user experience.	a) Increased frequency of alternative mode utilization. b) Intensity of mode shift.	- Number of alt mode trips taken (Program enrollment). - Survey of behavior preferences; SOV trip / commute patterns, O-D data. - Transit ridership, rideshare and micro mobility usage.

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VMT Reduction Strategy	VMT Reduction Principle	Key Hypotheses to Test	VMT Reduction KPIs (before/after)
Internet of Things Applications	Connected sensory devices and data streams used to improve (operating) efficiency and reducing VMT.	<ul style="list-style-type: none"> a) Improved productivity and utilization of fleet/service vehicles. b) Number of trips/VMT being reduced. 	<ul style="list-style-type: none"> - Productivity, fleet utilization. - Number of trips taken, sites/stops/users served.
Curbside or Parking Management	Using technology at the curb area to manage demand toward VMT reduction.	<ul style="list-style-type: none"> a) Reduce circulation when looking for parking, loading, or staging areas. b) Services, markets, and vehicles most significantly impacted 	<ul style="list-style-type: none"> - Curb utilization purpose and (%) time. - Average time/distance when circulating (from vendors, providers).
Single Occupancy Vehicle (SOV) Mode Replacement	Replace municipal auto fleet vehicles with e-bikes, scooters.	<ul style="list-style-type: none"> a) Increased frequency of alternative mode utilization. b) Trip purpose. c) Safety of alternative modes 	<ul style="list-style-type: none"> - Average trip length. - Number of trips taken and mode selected. - Number of safety incidents

Appendix C Using EMFAC2014 Web Database

CARB EMFAC2014 Web Database: <https://www.arb.ca.gov/emfac/2014/>

The screenshot shows the EMFAC2014 Web Database interface. At the top, there is a navigation bar with links for Home, Reducing Air Pollution, Air Quality, Business Assistance, Laws & Regulations, and Health. The main heading is "EMFAC2014 Web Database (v1.0.7)". Below this, there are several filter sections:

- Data Type:** Radio buttons for "Emissions" and "Emission Rates" (selected).
- Region:** A dropdown menu with "Air District" selected, and a sub-dropdown menu with "South Coast AQMD" selected.
- Calendar Year:** A dropdown menu with "2018" selected.
- Season:** A dropdown menu with "Annual" selected.
- Vehicle Category:** A dropdown menu with "EMFAC2007 Categories" selected, and a "Pick" button. The sub-menu shows options: LDA, LDT1, LDT2, and MDV.
- Model Year:** A dropdown menu with "Aggregated" selected.
- Speed:** A dropdown menu with "Aggregated" selected.
- Fuel:** A dropdown menu with "All" selected.

At the bottom of the filter section is a "Download Data" button. The footer contains links for "Back to Top", "All ARB Contacts", and "A-Z Index", along with information about public participation and the board's affiliation with the California Environmental Protection Agency.

The following is a step-by-step process for retrieving emissions levels/rates for FCPP vehicles using the EMFAC2014 (v1.07) web database pictured above:

1. Data Type: select "Emission Rates"
2. Region: select "Air District" and "South Coast AQMD" from dropdown lists
3. Calendar Year: select "2018"
4. Season: select "Annual"
 - a. Note that in order to reduce pollution, summer-blend fuels use different oxygenates, or fuel additives than winter-blend fuels to reduce the impacts of

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evaporation on the release of pollutants. Winter-blend fuels have higher volatility and potential for evaporation, which would release additional pollutants if used in warmer climates.

5. Vehicle Type: select “EMFAC2007 Categories”; select option to “Pick” vehicle type appropriate for respective pilot project vehicles.
 - a. EMFAC2007 vehicle types are simplified and align more closely with IPCC standards. See Table 3 for detailed descriptions of vehicle category designations.
6. Model Year: select “Aggregated”
7. Speed: select “Aggregated”
8. Fuel: select appropriate fuel type for respective pilot project. If a fleet uses a mix of gas, diesel, and electric, “All” may be the most appropriate selection.
9. Select “DOWNLOAD DATA”

Web browser should automatically begin download of an Excel compatible (.csv) file containing EMFAC model outputs for the selected fields. Successful project applicants are encouraged to review the *EMFAC214 Volume II Handbook for Project-level Analyses (April 2014)* for guidance in detailed analysis and aggregation of model outputs.

Table 3 EMFAC2007 (v2.3) Vehicle Classifications¹

Vehicle Class	Fuel Type	Code	Description	Weight Class (lbs)	Abbr.
1	All*	PC	Passenger Cars	All	LDA
2	All*	T1	Light-Duty Trucks	0-3750	LDT1
3	Gas, Diesel	T2	Light-Duty Trucks	3751-5750	LDT2
4	Gas, Diesel	T3	Medium-Duty Trucks	5751-8500	MDV
5	Gas, Diesel	T4	Light-Heavy-Duty	8501-10000	LHDT1
6	Gas, Diesel	T5	Light-Heavy-Duty	10001-14000	LHDT2
7	Gas, Diesel	T6	Medium-Heavy-Duty	14001-33000	MHDT
8	Gas, Diesel	T7	Heavy-Heavy-Duty	33001-60000	HHDT
9	Gas, Diesel	OB	Other Buses	All	OB
10	Diesel	UB	Urban Buses	All	UB
11	Gas	MC	Motorcycles	All	MCY
12	Gas, Diesel	SB	School Buses	All	SBUS
13	Gas, Diesel	MH	Motor Homes	All	MH

* gas, diesel, and electric

¹ – EMFAC2007 (version 2.30) Calculating Emission inventories for vehicles in California User’s Guide

Exhibit B
Copy of Contract No. MS 18015



AB 2766/MSRC SOUTHERN CALIFORNIA FUTURE COMMUNITIES PARTNERSHIP PROGRAM CONTRACT

1. PARTIES

The parties to this contract ("Contract") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and Southern California Association of Governments (referred to here as "CONTRACTOR") whose address is 900 Wilshire Boulevard, Suite 1700, Los Angeles 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 Southern California Future Communities Partnership Program Proposal.
- 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 February 28, 2021 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 Dollars (\$2,000,000) 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 in the performance of this Contract are 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
900 Wilshire Boulevard, Suite 1700
Los Angeles, CA 90017
Attn: Basil Panas, email: panas@scaq.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. Such prior approval applies only to subcontractors not already included in Attachment 1, Statement of 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 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 unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, mental status, medical condition, physical or mental disability, denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. CONTRACTOR 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.

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

A party shall not 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 party's reasonable control..

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 this Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a fully executed Contract. If this Contract is fully executed, 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.

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

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

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

By: Basil Panas
Name: BASIL PANAS
Title: CFO

Date: 7/13/18

Date: 7/3/18

ATTEST:
Denise Garzaro, Clerk of the Board

By: Denise Garzaro

APPROVED AS TO FORM:
Bayron T. Gilchrist, General Counsel

By: Bayron T. Gilchrist

//MSRC Master Boilerplate
Revised April 24, 2018

**Attachment 1
Statement of Work
Southern California Association of Governments
Contract Number MS18015**

Project

Southern California Association of Governments (hereinafter referred to as "CONTRACTOR") proposes implementation of a broad-based regional program to support city and county agencies in implementing pilot projects that reduce vehicle miles traveled (VMT) from local travel and municipal operations through the use of new technologies and enhanced data analytics. The "Future Communities" partnership program would first research new and innovative concepts for reducing VMT, as well as identifying ways in which some more traditional transportation demand management strategies might yield a greater return on investment through the use of new technologies and/or more coordinated implementation. Implementing agencies would then be sought for the most promising pilot projects. Such a program would result in direct and tangible emission reductions by eliminating automobile vehicle miles traveled for the pilot projects themselves. Longer-term benefits would result from analysis of program effectiveness and use of the results to promote replication of best practices, as well as policy development to facilitate wide-scale adoption of the most promising strategies.

CONTRACTOR shall implement the "Future Communities" 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 – Research Promising Practices

CONTRACTOR shall conduct, or engage a subcontractor to conduct, research into new and innovative VMT reduction strategies that use data and new technologies. The research will identify a menu of options and provide preliminary estimates of cost and effectiveness in VMT reduction across a variety of city sizes. The research will also include case studies that demonstrate success with the proposed strategies from other cities across the country, as well as interviews with leaders in transportation and technology to identify emerging opportunities. CONTRACTOR will also identify cities through the SCAG region that have the necessary policies and program frameworks in place for program success.

Task II – Selection of Specific Project Elements

Based on the results of Task I, and in consultation with MSRC staff and/or members of the MSRC Technical Advisory Committee, CONTRACTOR shall develop, or direct a subcontractor to develop, program guidelines for a Call for Projects to select city and/or county jurisdictions to implement the pilot projects (Project Elements). The guidelines will outline the project types eligible under the Call for Projects, staffing and technological requirements, funding parameters including local match requirements, and an implementation schedule. CONTRACTOR shall issue the Call for Projects and review applications with recognized experts in the field. In developing the list of Project Elements (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

**Attachment 1
Statement of Work
Southern California Association of Governments
Contract Number MS18015**

shall ensure that the MSRC's funding contribution (\$2,000,000) is split equally amongst projects in jurisdictions in Los Angeles, Orange, Riverside and San Bernardino Counties, except that in the event that meritorious projects totaling at least \$500,000 are not submitted from within a county, the unused county balance would be made available to projects in other counties. No MSRC funding shall be provided to, nor co-funding claimed for, Project Elements within Imperial or Ventura Counties.

All projects recommended for MSRC funding shall be submitted for review by the MSRC. CONTRACTOR shall not proceed with any work beyond Task II without MSRC approval of the Project List. Once approved, the Project List may not be modified without prior MSRC approval.

Task III – Implementation

CONTRACTOR shall oversee the implementation of the Project List. For each successful applicant, CONTRACTOR may either develop and issue a Request for Proposals (RFP) for the selection of a consultant to implement the project on behalf of the applicant, or develop a Memorandum of Understanding (MOU) with the applicant, to ensure successful program implementation. CONTRACTOR shall submit each proposed RFP and MOU to the MSRC or its designee for review and approval prior to issuance.

CONTRACTOR shall be responsible for ensuring that the Project Elements are implemented in accordance with the MSRC-approved RFPs/MOUs.

Task IV: 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. 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 Project Elements as well as the success of the overall Program, including but not limited to cost in relation to reductions in VMT, opportunities for replication by other agencies, and opportunities for further refinement;
- 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 VMT; and
- Recommends strategies to promote wide-scale adoption of best practices.

**Attachment 1
Statement of Work
Southern California Association of Governments
Contract Number MS18015**

Project Schedule

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

Task	Completion
I – Research Promising Practices	August 2018
II – Selection of Specific Project Elements	December 2018
III - Implementation	November 2020
IV - Reporting	Quarterly until Implementation of Project Elements complete; Final Report December 2020

**Attachment 2
Payment Schedule
Southern California Association of Governments
Contract Number MS18015**

Cost Breakdown

CONTRACTOR shall be reimbursed for implementation of the Program in accordance with the approved Project List and RFPs/MOUs.

Task	Maximum AB 2766 Discretionary Funds payable under this Contract	CONTRACTOR Co-Funding	Cities and Counties Co- Funding	Total Project Cost
I – Research Promising Practices	\$0	\$150,000	\$0	\$150,000
II – Selection of Specific Project Elements	\$0	\$90,000	\$0	\$90,000
III - Implementation	\$2,000,000	\$600,000	\$1,000,000	\$3,600,000
IV - Reporting	\$0	\$160,000	\$0	\$160,000
Totals	\$2,000,000	\$1,000,000	\$1,000,000	<u>\$4,000,000</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. Expenses from a Project Element which is not yet complete may not be used as co-funding for a completed Project Element. However, reimbursement may be made for one jurisdiction's Project Element even if other jurisdictions' Project Elements are not yet complete.

Exhibit C Invoice Report Format

Use Agency Letterhead									
INVOICE <div style="font-size: 2em; color: red; font-weight: bold; text-align: center; margin-top: 20px;">SAMPLE</div>					Date: _____ Invoice #: _____ Invoice Period: _____ MOU #: _____ OWP #: _____ Project Title: _____				
Email invoice to: accounts payable@scag.ca.gov Basil Panss Chief Financial Officer Southern California Association of Governments 900 Wilshire Blvd., Suite 1700 Los Angeles, CA 90017									
Cost Categories	Budget	Current Invoice	Current Progress Completion	Current Invoice Total	Previously Invoiced	YTD Expenditure	YTD Progress Completion	Balance	
Task 1									
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%	\$0.00	\$0.00	\$0.00	0%		
Task 2									
Task 2.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00	0%		
	\$ -			\$0.00	\$0.00	\$0.00	0%		
Task 3									
Task 3.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00	0%		
	\$ -			\$0.00	\$0.00	\$0.00	0%		
Task 4									
Task 4.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00	0%		
	\$ -			\$0.00	\$0.00	\$0.00	0%		
Task 5									
Task 5.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00	0%		
	\$ -			\$0.00	\$0.00	\$0.00	0%		
Task 6									
Task 6.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00	0%		
	\$ -			\$0.00	\$0.00	\$0.00	0%		
Task 7									
Task 7.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00	0%		
	\$ -			\$0.00	\$0.00	\$0.00	0%		
Task 8									
Task 8.1 -	\$ -	\$0.00	0%	\$0.00	\$0.00	\$0.00	0%		
	\$ -			\$0.00	\$0.00	\$0.00	0%		
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				