



Contract Number

12-09

SAP Number

County Administrative Office

Department Contract Representative	Allegra Pajot
Telephone Number	(909) 387-5005
 Contractor	 Southern California Association of Governments
Contractor Representative	Basil Panas
Telephone Number	(213) 236-1800
Contract Term	1/12/2022 – 4/30/2022
Original Contract Amount	\$46,850.54
Amendment Amount	N/A
Total Contract Amount	\$46,850.54
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 San Bernardino County, where SCAG will provide funding in the amount of \$46,850.54 for the County's ongoing improvements to the Remote Electronic Warrants Program. On February 11, 2020 (Item No. 36), the Board of Supervisors approved acceptance of the Future Communities Pilot Program grant award.

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Julie Surber, County Counsel

Date 12/27/21

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

**COVER PAGE
MEMORANDUM OF UNDERSTANDING
NO. M-022-21**

SCAG Overall Work Program (OWP) No: 280-4824W1.02

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

CFDA Number and Name: N/A

Federal Award Identification Number (FAIN) No: N/A

Federal Award Date: N/A

Total Amount of the Federal Award: N/A

Federal Award Project Description: N/A

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

Pass-Through Award No: MS18015

Pass-Through Award Date: July 13, 2018

Pass-Through Award End Date: August 31, 2022

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

Sub-Recipient Name: San Bernardino County

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: \$15,617.00

Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: \$46,850.54
(SCAQMD/MSRC)

Total Amount of Project Cost: \$62,467.54

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

Subaward Period of Performance End Date: April 30, 2022

Type of Contract: Project Specific

Method of Payment: See Section 6

Project R&D: N/A

Indirect Cost Rate for the Federal Award: N/A

Subaward Project Title: San Bernardino County 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-022-21**

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

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

This Memorandum of Understanding ("MOU" or "Agreement") is by and between the **Southern California Association of Governments** ("SCAG") and **San Bernardino County** ("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 2020 RTP/SCS;

WHEREAS, SCAG received grant funds from the South Coast Air Quality Management District's ("SCAQMD") State Health & Safety Code Section 44225 ("AB 2766") Mobile Source Air Pollution Reduction Review Committee ("MSRC") Discretionary Funds administered by the SCAQMD 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, previously SCAG and the COUNTY entered into MOU M-015-19 to provide funding for the Project. As referenced in M-015-19, SCAG shall contribute a maximum, not to exceed amount of Two Hundred Ninety-Seven Thousand Two Hundred Forty-Two Dollars (\$297,242) 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 purpose of this MOU is to continue Project work from Task 7.6 of MOU M-015-19, add Task 8.1, and to provide further improvement to the COUNTY's Remote Electronic Warrants Program through system fixes and enhancements;

WHEREAS, funding from M-015-19 expired and of the One Hundred Fifty Thousand Four Hundred Eight Dollars (\$150,408) in MSRC funds, only the remaining amount of Forty-Six Thousand Eight Hundred Fifty Dollars and Fifty-Four Cents (\$46,850.54) will be available to fund this MOU M-022-21;

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 April 30, 2022;

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 ("MSRC Contract"), under the AB 2766 Discretionary Fund Work Program, is also incorporated by this reference and attached herein as Exhibit B. The COUNTY shall comply with all applicable terms and conditions of the MSRC Contract and shall not take any action or fail to take an action that would cause SCAG to be out of compliance with the MSRC Contract.

2. Scope of Work

- a. The COUNTY shall perform the Scope of Work described in Exhibit A, in accordance with requirements described in the MSRC Contract, 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, as applicable.
- 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 Forty-Six Thousand Eight Hundred

Fifty Dollars and Fifty-Four Cents (\$46,850.54). SCAG intends to use 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 \$15,617.00 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 effective date of MOU and April 30, 2022 without further compensation due by SCAG to the COUNTY.
- i. SCAG's Project Manager shall be notified and invited to: 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 April 30, 2022, 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 wholly with MSRC AB 2766 Funds (non-federal), up to Forty-Six Thousand Eight Hundred Fifty Dollars and Fifty-Four Cents (\$46,850.54). SCAG shall not be obligated to make payments for any Project costs that exceed Forty-Six Thousand Eight Hundred Fifty Dollars and Fifty-Four Cents (\$46,850.54). 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. On or before May 31, 2022, the COUNTY shall submit a Final Invoice to SCAG using the MOU Invoice Report Checklist and Template, to be provided by SCAG. The Invoice shall be accompanied by the applicable attachments noted on the MOU Invoicing Report Checklist and Template and 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 Invoice Report Checklist and Template, 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.
- e. An incomplete or inaccurate invoice 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 following link: <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Also see website for summary of travel reimbursement rules.
- h. On or before May 31, 2022, the COUNTY shall submit a Final Report in a format reasonably acceptable to SCAG's Project Manager. The Final Report shall include, in narrative form, a description of services performed by the COUNTY staff and/or Consultant, progress toward completion of tasks related to the Project and a reporting of all costs incurred regarding the Project.
- i. The COUNTY shall provide an in-kind match report with its Final 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 Reports, the Project Number (OWP No. 280-4824W1.02) shall be referenced from the Effective Date through the Completion Date.
- 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 April 30, 2022 no later than May 31, 2022. SCAG shall not be obligated to pay the COUNTY for any invoice received after such date.

7. Cost Principles

- a. The COUNTY agrees to comply with the following if Federal funds are to be provided under this MOU, or if expressly required by the State funding source:
 - 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 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 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 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, if applicable, or under the applicable funding source, 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 COUNTY. 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: Cindy Giraldo
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
Phone: (213) 630-1413
giraldo@scag.ca.gov

To the COUNTY: Allegra Pajot
Law and Justice Group, Administration
County of San Bernardino
385 N. Arrowhead Avenue., 4th Floor
San Bernardino, CA 92415-0123
Phone: (909) 387-5005
allegra.pajot@cao.sbcounty.gov

11. Insurance

The 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) The COUNTY shall submit to SCAG, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of SCAG, its officers, agents, employees and volunteers.
- 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 or its 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 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audit Requirements. 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

The provisions of this Section 14 shall only apply if Federal funds are to be provided under this MOU.

- 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 State conflict of interest laws, regulations and policies. If any Federal funds are provided under this MOU, the Parties shall also comply with applicable Federal 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 applicable 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; provided, however, that the Party seeking to avail itself of the provisions of this Section 28 shall notify the other Party in writing not later than ten (10) days from the first instance of the event that the Party claims excuses or delays its performance and, if timely notice is not provided, then such Party's performance or failure shall not be deemed excused or delayed. Any delay or excuse of performance shall only continue on a day-for-day basis for the length of the noticed event.

29. Execution of MOU or Amendment

This MOU, or any amendment related thereto, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

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 and B 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.

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), , San Bernardino County Department of Innovation and Technology (ITD), and the Superior Court of California, County of San Bernardino (Court).

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. The following Tasks extend and supplement those performed under MOU M-015-19.

7. Reporting

Task 7.6 Data Collection and Evaluation

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

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. A final report shall be provided in brief narrative format that describes challenges, best practices, and strategies for replicability elsewhere in the region.

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>
7.6	<i>Final Report</i>

8. Post-Go-Live Improvements

Task 8.1 System Maintenance and Improvements

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

Task Description:

A system improvements priority list will be created to address issues encountered post-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. Supplemental training will be provided to Law Enforcement and Court Staff, as necessary.

<u>Task</u>	<u>Deliverable</u>
8.1	<i>Ongoing system maintenance, problem-solving, and fixes</i>
8.1	<i>System enhancements</i>
8.1	<i>Supplemental training of system participants, as necessary</i>

MOU No. :M-022-21
 SCAG Project/OWP No. :280-4824.02

Timeline/Budget

Project Title		24 Hour Automated Warrants					Grantee San Bernardino Superior Court											
Task Number		Responsible Party	Fund Source				Fiscal Year 2019/20											
			Total Cost	Grant Amount	Local Cash Match	Local In-Kind Match	J	A	S	O	N	D	J	F	M	A	M	J
7.0	Reporting																	
7.6	Data Collection and Evaluation	Court IT, Court OPS, ITD, SBSO	[\$468] Budgeted in MOU M-015-19	[\$351] Budgeted in MOU M-015-19		[\$117] Budgeted in MOU M-015-19												Monitoring, Analysis, and Final Report
8.0	Post-Go-Live Improvements																	
8.1	System Maintenance and Improvements	Court IT, Court OPS, ITD, SBSO	[\$62,000] Budgeted in MOU M-015-19	[\$46,500] Budgeted in MOU M-015-19		[\$15,500] Budgeted in MOU M-015-19												Fixes and Enhancements

MOU No. :M-022-21
SCAG Project/OWP No. :280-4824.02

Exhibit B--
Copy of Contract No. MS 18015



**South Coast
Air Quality Management District**



**Clean
Transportation
Funding**
from the MSRC

Contract No. MS18015

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@scag.ca.gov

16. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

17. SUBCONTRACTOR APPROVAL

If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. 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: 
Dr. William A. Burke, Chairman, Governing Board

By: 
Name: BASIL PANAS
Title: CFO

Date: 7/13/18Date: 7/3/18

ATTEST:

Denise Garzaro, Clerk of the Board

By: 

APPROVED AS TO FORM:

Bayron T. Gilchrist, General Counsel

By: 

**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.



**South Coast
Air Quality Management District**



**Clean
Transportation
Funding**
from the MSRC

Contract No. **MS18015B**
Modification

MODIFICATION TO CONTRACT

This modification consists of 5 pages.

1. RECITALS

- A. The South Coast Air Quality Management District (hereinafter "SCAQMD") and Southern California Association of Governments (hereinafter "CONTRACTOR") have previously executed a Contract No. MS18015 to implement pilot projects that reduce vehicle miles traveled (VMT) from local travel and municipal operations through the use of new technologies and enhanced data analytics; and modified by Contract No. MS18015A to modify the Payment Schedule.
- B. CONTRACTOR requests additional time to complete Task III - Implementation and Task IV - Reporting. CONTRACTOR indicates that the initial administrative processes for some communities have taken longer than anticipated, putting those projects behind schedule. Additionally, the MSRC's Contract timeline is more restrictive than that of their other funding source, Senate Bill 1 (SB1). Therefore, a modification to this Contract is necessary to extend the date by which performance must be completed and modify the work.

2. MODIFICATION

The parties therefore agree to modify the existing Contract, at no additional cost to SCAQMD, as follows:

- A. The term of this Contract is extended for an additional period commencing March 1, 2021 and terminating August 31, 2021.
- B. Attachment 1A - Statement of Work, attached hereto and included herein by this reference, supersedes the original Statement of Work and any modifications thereof.
- C. All other provisions of the above-referenced Contract shall remain in full force and effect.

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Contract No. **MS18015B**
Modification

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SOUTHERN CALIFORNIA ASSOCIATION OF
GOVERNMENTS

By: 
Wayne Natri, Executive Officer

By: 
Name: BASIL PANAS
Title: CFO

Date: 09 JAN 2020

Date: 12/18/19

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

By: 
//MSRC Modification
April 26, 2018

**Attachment 1A
Statement of Work
Southern California Association of Governments
Contract Number MS18015B**

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 1A
Statement of Work
Southern California Association of Governments
Contract Number MS18015B**

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 1A
Statement of Work
Southern California Association of Governments
Contract Number MS18015B**

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 May 2021
IV - Reporting	Quarterly until Implementation of Project Elements complete; Final Report December 2020 June 2021



**South Coast
Air Quality Management District**



Contract No. **MS18015C**
Modification

MODIFICATION TO CONTRACT

This modification consists of 6 pages.

1. RECITALS

- A. The South Coast Air Quality Management District (hereinafter "SCAQMD") and Southern California Association of Governments (hereinafter "CONTRACTOR") have previously executed a Contract No. MS18015 to implement pilot projects that reduce vehicle miles traveled (VMT) from local travel and municipal operations through the use of new technologies and enhanced data analytics; and modified by Contract No. MS18015A to modify the Payment Schedule; and modified by Contract No. MS18015B to extend the date by which performance must be completed and modify the work.
- B. The CONTRACTOR has indicated that complications caused by the COVID-19 pandemic have further delayed their progress. The CONTRACTOR requested a one-year term extension. At their December 17, 2020 meeting, the MSRC approved the CONTRACTOR's request. Therefore, a modification to this Contract is necessary to extend the date by which performance must be completed.

2. MODIFICATION

The parties therefore agree to modify the existing Contract, at no additional cost to SCAQMD, as follows:

- A. The term of this Contract is extended for an additional period commencing September 1, 2021 and terminating August 31, 2022
- B. Attachment 1B - Statement of Work, attached hereto and included herein by this reference, supersedes the original Statement of Work and any modifications thereof.
- C. Attachment 2B - Payment Schedule, attached hereto and included herein by this reference, supersedes the original Payment Schedule and any modifications thereof.
- D. All other provisions of the above-referenced Contract shall remain in full force and effect.

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Contract No. **MS18015C**
Modification

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

SOUTHERN CALIFORNIA ASSOCIATION OF
GOVERNMENTS

By: 
Wayne Nasti, Executive Officer

Title:

By: 
Name: Cindy Giraldo, Chief Financial Officer

Date: 6/15/2021

Date: 6/10/21

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

By: 

//MSRC Modification
Revised: November 20, 2020



**Attachment 1B
Statement of Work
Southern California Association of Governments
Contract Number MS18015C**

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 1B
Statement of Work
Southern California Association of Governments
Contract Number MS18015C**

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 1B
Statement of Work
Southern California Association of Governments
Contract Number MS18015C**

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	May 2021 2022
IV - Reporting	Quarterly until Implementation of Project Elements complete; Final Report June 2021 2022

**Attachment 2B
Payment Schedule
Southern California Association of Governments
Contract Number MS18015C**

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	\$100,000	\$0	\$100,000
II – Selection of Specific Project Elements	\$0	\$50,000	\$0	\$50,000
III - Implementation	\$2,000,000	\$700,000 \$635,055	\$1,000,000 \$1,167,476	\$3,700,000 \$3,802,531
IV - Reporting	\$0	\$150,000	\$0	\$150,000
Totals	\$2,000,000	\$1,000,000 \$935,055	\$1,000,000 \$1,167,476	\$4,000,000 \$4,102,531

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.