

MEMORANDUM OF UNDERSTANDING
BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
CITY OF CAMARILLO
REGIONAL EARLY ACTION PLANNING GRANT

This Memorandum of Understanding (“MOU” or “Agreement”) is effective this 11th day of June 2025 (“Effective Date”) between Ventura County Transportation Commission (hereinafter referred to as “VCTC”) and City of Camarillo (hereinafter referred to as “City”) with respect to the following recitals:

WHEREAS, the Regional Early Action Planning Grants (REAP) 2.0 Program, is authorized under California Assembly Bill No. 140 to provide funding and resources to support local projects that advance the program's goals and objectives;

WHEREAS, California Assembly Bill No. 140 provides the legislative authority for the Regional Early Action Planning Grants 2.0 Program to advance the following intent and objectives:

- a. Accelerate infill development that facilitates housing supply, choice, and affordability
- b. Affirmatively further fair housing
- c. Reduce Vehicle Miles Traveled (VMT)

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”)

WHEREAS, the Regional Early Action Planning Grants 2.0 Program envisions a comprehensive approach to address transportation challenges, enhance transit

infrastructure, and support local agencies in their efforts to create efficient, safe, and environmentally friendly transit options;

WHEREAS, VCTC entered into a Memorandum of Understanding (SCAG MOU) with the Southern California Association of Governments (SCAG) to implement projects pursuant to the Approved Grant Application and Amendment(s) to Grant Application, under the terms, covenants, and conditions of the SCAG MOU.

WHEREAS, the purpose of the SCAG MOU is to authorize local agencies to enter into agreements with other local agencies to support the development, implementation, and funding of transit partnership projects that align with the goals and priorities of the Regional Early Action Planning Grants 2.0 Program and comply with California Assembly Bill 140;

IN CONSIDERATION of the mutual duties set forth in the Regional Early Action Planning Grants 2.0 Grant Program Guidelines including SCAG's requirements, the parties agree that the purpose and intent of this Agreement are set forth the mutual responsibilities involving VCTC and CITY as outlined:

NOW THEREFORE THE PARTIES DO AGREE AS FOLLOWS:

I. FUNDING/PROGRAM MANAGEMENT

1. **ALLOCATION OF FUNDING:** VCTC hereby agrees to provide up to \$150,000 in Regional Early Action Planning Grants 2.0 Program funds to CITY towards bus stop improvements and \$75,000 towards design work as described in Section 2 below. CITY agrees to comply with all Regional Early Action Planning Grants 2.0 Program requirements, as such may be amended from time to time, as a recipient of such funds.
2. **SCOPE OF SERVICES/PROJECT:** CITY shall design, purchase and install materials, amenities and any necessary hardscape improvements ("Bus Stop Amenities" or "Project") required to accommodate the amenity installations and maintain accessibility of pathways and landings. CITY shall utilize professional services to assist in implementation of the Project.
3. **DURATION OF MOU AND AUTHORIZATION TO PROCEED:**
The terms of this MOU shall commence on the Effective Date and shall terminate on June 30, 2026.
4. **NOTICES:** All notices to VCTC under this MOU shall be in writing and sent to:

Martin R. Erickson, Executive Director
Ventura County Transportation Commission
751 Daily Drive, Suite 420
Camarillo, CA 93010

All notices to CITY under this MOU shall be in writing and sent to:

Greg Ramirez, City Manager
City of Camarillo
601 Carmen Drive,
Camarillo, CA 93010

Notices may also be sent in writing via email to recipients designated by the respective VCTC Executive Director and CITY [City Manager].

5. METHOD OF PAYMENT:

- a. VCTC shall provide reimbursement payment to CITY upon CITY's submittal of an invoice toward the cost of purchasing and installing Bus Stop Amenities not exceeding a total amount of \$150,000 and not to exceed \$75,000 for design work. Payment shall be made to CITY as promptly as fiscal procedures will permit, generally within thirty (30) days of receipt of a properly submitted invoice.
- b. The total amount payable by VCTC to CITY pursuant to this MOU shall not exceed \$225,000 ("Total Amount"). CITY agrees and understands that the Total Amount of obligated funds must be used and expended by June 30, 2026. Funds remaining unexpended beyond this date will revert back to SCAG. CITY understands that all reimbursement and expenditures are subject to the availability of Regional Early Action Planning Grants 2.0 Program funding and compliance with all program requirements.

6. **QUARTERLY REPORTING:** CITY shall submit written quarterly progress reports to VCTC to provide to the SCAG District Partnership Liaison to determine if CITY is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

7. **AMENDMENTS TO THE MOU:** The provisions of this MOU may be amended by execution of a written amendment by both VCTC and CITY.

8. **SCAG MOU REQUIREMENTS.** The Project contemplated in this Agreement will be funded in whole or in part by the Southern California Association of Government's (SCAG) Regional Early Action Program (REAP) 2.0 funds. Consequently, CITY's performance under this Agreement must comply with the applicable provisions of the SCAG MOU entered into between VCTC and SCAG, attached hereto as Exhibit E and incorporated herein as though fully set out herein. The following provisions from the SCAG MOU are specifically incorporated herein and the CITY agrees that it is bound by such provisions:

- a. Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0);
- b. Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements);

- c. Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury);
- d. Section 5.e. (Funding – repayment of ineligible costs);
- e. Section 6 (Invoices);
- f. Section 7 (Reporting);
- g. Section 8 (Accounting);
- h. Section 9 (Allowable Uses of Grant Funds);
- i. Section 10 (Work Products);
- j. Section 13 (Insurance), except as modified herein;
- k. Section 14 (Indemnification);
- l. Section 18 (Records Retention);
- m. Section 19 (Monitoring and Audits);
- n. Section 21 (Compliance with Laws, Rules, and Regulations);
- o. Section 22 (Public Works and Construction);
- p. Section 23 (Conflict of Interest);
- q. Section 24 (Independent Contractor);
- r. Section 25 (Assignment); and
- s. Section 26 (Release of Information).

The above-listed provisions shall survive expiration or termination of the SCAG MOU and this Agreement. CITY shall include a requirement in all agreements that CITY enters into with consultants or others to perform work under this Agreement that such agreements are also subject to the SCAG MOU and the above-listed provisions.

9. RECORDS, AUDIT, AND REVIEW:

- a. Funds shall only be used in accordance with the Regional Early Action Planning Grants 2.0 Program Requirements. Agencies receiving Regional Early Action Planning Grants 2.0 Program Funds must adhere to the Program Requirements established by the SCAG, including the use of standard governmental accounting practices, and agree to Program and financial audits as deemed appropriate by SCAG or other State control agencies at no charge to VCTC. Agencies that are found to be in noncompliance may be subject to, among other things depending on the violation: audit, suspension, or permanent disqualification from future participation in the Regional Early Action Planning Grants 2.0 Program.
- b. CITY agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. SCAG may conduct any necessary audit, quality check verification, or discovery during project implementation and post-project completion. For this reason, all documentation pertaining to this program, including contracts with Agencies, program-related records such as files, invoices, and other related documentation shall be retained and made available to SCAG upon request for the duration of the program and for three (3) years from the date of final Agency funding liquidation. To the extent that SCAG identifies any inappropriate expenditures by CITY and SCAG requests

repayment, CITY shall refund such funds to VCTC for transmission back to SCAG.

II. MISCELLANEOUS PROVISIONS

1. INSURANCE:

A. LIABILITY INSURANCE

Before distribution of any funds pursuant to this Agreement, CITY, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services and/or operation by CITY, its agents, representatives, employees, subcontractors, and volunteers, for operation of vehicles or equipment under this Agreement. Consistent with the following provisions, CITY shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to operating any vehicle or equipment purchased pursuant to this Agreement and prior to receiving any funds pursuant to this Agreement. CITY shall not allow any contractor to commence work on any contract funded through this Agreement until CITY has obtained all insurance required herein for the subcontractor(s). CITY shall maintain all required insurance listed herein for the duration of this Agreement.

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering vehicles (Code 1) with limit no less than **\$2,000,000** per accident for bodily injury and property damage. This shall be noted by the equipment inventory/management certification which must be filed with VCTC.
- iii. **WORKERS’ COMPENSATION INSURANCE:** CONTRACTOR will provide Workers’ Compensation insurance for employees and volunteers as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

B. ALL POLICIES REQUIREMENTS

Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

Verification of coverage. Prior to beginning operations of any vehicles or equipment purchased under this Agreement and prior to any disbursement of funds pursuant to this Agreement, CITY shall furnish VCTC with complete copies of all policies delivered to CITY by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to CITY beginning equipment or vehicle operation, this shall not waive CITY's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.

Notice of Reduction in or Cancellation of Coverage. An endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, CITY shall provide written notice to VCTC at CITY's earliest possible opportunity and in no case later than ten (10) working days after CITY is notified of the change in coverage.

Any failure of CITY to comply with reporting provisions of the policies shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

Occurrence or accident basis. The insurance coverage required by this Section shall cover on an occurrence or an accident basis, and not on a claims-made basis.

Additional insured; primary insurance. VCTC and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of CITY, including VCTC's general supervision of CITY; products and completed operations of CITY, as applicable; premises owned, occupied, or used by CITY; and automobiles and equipment owned, leased, or used by the CITY in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers. General liability coverage can be provided in the form of an endorsement to CITY's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

An endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees

and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

Deductibles and Self-Insured Retentions. CITY shall disclose to and obtain the approval of VCTC for the self-insured retentions and deductibles before beginning any of the activities contemplated by any term of this Agreement. Further, if CITY's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this Agreement so as to not prevent any of the parties to this Agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Agreement Administrator, CITY may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Agreement Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that CITY procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Subcontractors. CITY shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Wasting Policy. No insurance policy required by Section II, subsection (1) shall include a "wasting" policy limit.

Variation. VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.

Remedies. In addition to any other remedies VCTC may have if CITY fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for CITY's breach:

Obtain such insurance and charge CITY the cost of such premiums; and/or terminate this Agreement.

Waiver of Subrogation. CITY hereby grants to VCTC a waiver of any right to subrogation which any insurer of CITY may acquire against VCTC by virtue of the payment of any loss under such insurance. CITY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not VCTC has received a waiver of subrogation endorsement from the insurer.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, CITY shall defend, indemnify and hold harmless VCTC, its officers, employees, and agents, from all liability costs, damages, or expenses, including attorneys' fees arising out of or incurred in connection with CITY and its employees'/agents'/subcontractors' acts or omissions in the performance of activities contemplated in and pursuant to this Agreement, and agrees at its own cost, expense and risk to defend any and all resulting actions, suits, or other legal proceedings brought or instituted against VCTC arising out of CITY's negligent performance of any activities contemplated under this Agreement, and to pay and satisfy any resulting judgments, claims, damages and costs, excepting therefrom any judgments, claims, damages and costs for VCTC's sole negligence, willful misconduct or active negligence.
3. **ATTORNEY'S FEES:** If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
4. **SEVERABILITY:** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
5. **GOVERNING LAW/VENUE:** The validity, enforceability and interpretation of any of the clauses of this MOU shall be determined and governed by the laws of the State of California with venue in the court of competent jurisdiction in Ventura County.
6. **AGREEMENT:** The parties agree that this Agreement constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this MOU as evidenced by the signatures below.

(signatures on the next page)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF CAMARILLO

**VENTURA COUNTY
COMMISSION**

Greg Ramirez
City Manager

Martin R. Erickson
Executive Director

APPROVED AS TO FORM:

Rachel Richman
City Attorney

EXHIBIT E
“SCAG MOU”

**MEMORANDUM OF UNDERSTANDING
No. M-010-24**

SCAG Overall Work Program (OWP) No: 305-4926.01

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

Sub-Recipient Name: Ventura County Transportation Commission

Sub-Recipient's UEI No: JEVVZV6ALEN5

Total Amount of Federal Funds Obligated to Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: \$3,777,000

Total Amount of the Sub-Award: \$3,777,000

Subaward Period of Performance Start Date: April 12, 2023

Subaward Period of Performance End Date: November 30, 2023

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award: 85.91%*

Fringe Benefits Cost Rate for the Award: Varies by Employee*

*The Sub-Recipient's cognizant agency, the Federal Transit Administration, approved the use of fiscal year (FY) 2024 rates (07/01/2023~06/30/2024) as indicated above. If the rates are later found to have included costs that are unallowable, Sub-Recipient will provide a refund for the unallowable indirect cost and fringe benefits amounts. Sub-Recipient must provide support for the cognizant agency approval of future FY rates.

Subaward Project Title: Ventura County Transportation Commission REAP 2.0 CTC Partnership Program Grant

Subaward Project Description: Ventura County Transportation Commission will utilize REAP 2.0 funding to fund county-specific pilots and projects to meet the REAP 2.0 Goals and Objectives within the SCAG region.

**MEMORANDUM OF UNDERSTANDING
No. M-010-24**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND VENTURA COUNTY TRANSPORTATION COMMISSION
FOR REAP 2.0 CTC PARTNERSHIP PROGRAM GRANT**

(SCAG Project/OWP No. **305-4926.01**)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **Ventura County Transportation Commission** (“Sub-Recipient”), for a CTC Partnership Program Grant. SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”);

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS” also known as “Connect SoCal”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded a total of \$246,024,084 to SCAG under REAP 2.0;

WHEREAS, on November 3, 2022, SCAG approved the Program Guidelines (“Program Guidelines”) for the REAP 2.0 County Transportation Commission Partnership Program (“Program”) which authorized up to \$80,000,000 to fund county-specific projects;

WHEREAS, on April 12, 2023, SCAG released a Call for Applications for the Program;

WHEREAS, Sub-Recipient, a County Transportation Commission (“CTC”) eligible for funds under the Program, developed and submitted proposed projects for the Program and the following proposed projects (collectively the “Projects”) were reviewed by SCAG, determined to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and thereafter approved by SCAG on July 6, 2023:

1. Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements

2. Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update
3. Countywide Paratransit Integration Analysis
4. Community Traffic Calming and Pedestrian and Bicycle Safety Program

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. Term

The Term of this MOU shall begin on the Effective Date and continue until November 30, 2025, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Scope of Work and Sub-Recipient’s Responsibilities

- a. Sub-Recipient shall be responsible for implementing the Projects in accordance with the “Scopes of Work” attached as:

Exhibit A-1 - Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements (VC01)

Exhibit A-2 - Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update (VC02)

Exhibit A-3 - Countywide Paratransit Integration Analysis (VC03)

Exhibit A-4 - Community Traffic Calming and Pedestrian and Bicycle Safety Program (VC04)

- b. Interim deliverables and tasks, including their sub-allocated budgets and schedules, required to implement the Scopes of Work shall be documented using the Scope of Work Approval Form, attached as Exhibit B (“SOW Approval Form”). The SOW Approval Form must be signed by Sub-Recipient’s Project Manager and SCAG’s Deputy Director or their designee prior to the performance of the work outlined in the SOW Approval Form. The SOW Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form may be amended subject to approval by SCAG. No amendment to the SOW Approval Form shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form and this MOU, this MOU shall prevail.
- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals

and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.

- d. In compliance with Section 3.e., Sub-Recipient shall procure and manage one or more consultants to ensure the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.
- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations.
- f. The term “Consultant(s)” shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide a copy of the RFP to the SCAG Project Manager. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for reviewing and paying Consultant(s)’ invoices prior to submitting invoices for repayment.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)’ performance. Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant(s)’ deliverables consistent with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form; provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient’s Project Manager shall provide a copy of the deliverable to SCAG’s Project Manager.
- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.

4. Project Management

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

Erin Barry
Senior Regional Planner
(213) 630-1537
barry@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

Amanda Fagan
Director of Planning and Sustainability
(805) 642-1591 x103
afagan@goventura.org

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG's contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$3,777,000 ("Grant Funds"). The individual Projects shall be funded as follows ("Project Funds"):

Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements – \$1,500,000
Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update – \$1,677,000
Countywide Paratransit Integration Analysis – \$300,000
Community Traffic Calming and Pedestrian and Bicycle Safety Program – \$300,000

- b. SCAG shall not be obligated to make payments for any Project costs that exceed the Project Funds for that Project or the Grant Funds for the Projects. SCAG shall not be obligated to pay for any increase in Project costs which exceeds the Project's budget included in this MOU and the most current fully executed SOW Approval Form, the Project Funds for that Project, or the Grant Funds for the Projects. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed within the Period of Performance as part of the Scopes of Work, as outlined in the most current fully executed SOW

Approval Form, and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines. For purposes of this MOU the Period of Performance shall be from April 12, 2023 until the Completion Date.

- d. SCAG reserves the right, in its sole discretion, to discontinue funding any one or more of the Projects and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to 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 and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in the most current fully executed SOW Approval Form. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. 305-4926.01). A separate invoice must be submitted for each individual Project.
- b. By the twenty-first following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the "Invoice Report" attached as Exhibit C. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report shall also include, in narrative form, a progress report section with a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the invoiced period, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient.
- c. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- d. 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 Sub-Recipient, and its Consultant(s) at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found

at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also see the link for a summary of travel reimbursement rules.

- e. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for eligible expenses incurred through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- f. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than December 31, 2025, whichever is first. SCAG shall not be obligated to pay-Sub Recipient for any invoice received after such date.
- g. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Sub-Recipient Report Template," attached as Exhibit D ("Report Template"). Sub-Recipient shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than December 31, 2025, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305-4926.01).

8. Accounting

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles ("GAAP"), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.

- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, for each Project.
- c. Sub-Recipient shall maintain documentation of its completed procurements (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. SCAG shall not award or disburse funds unless it determines that the Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Project Funds and Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form.
- c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. Sub-Recipient shall use no more than five percent (5%) of the Project Funds for administrative costs related to a Project, or a maximum of One Hundred Eighty-Eight Thousand Eight Hundred Fifty Dollars (\$188,850), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient’s administration of the Projects.
 - i. Sub-Recipient must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.
 - ii. If Sub-Recipient is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan (“ICAP”) or an Indirect Cost Rate Proposal (“ICRP”) to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards.

The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. Sub-Recipient must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to SCAG Project Manager of the approved negotiated indirect cost rate agreement (“NICRA”) for the current fiscal year and subsequent years throughout the performance period. Indirect costs and/or fringe benefits costs may be sought for reimbursement only if Sub-Recipient has an approved NICRA from its cognizant agency on or before the Effective Date of this MOU.

- iii. If Sub-Recipient is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually prepare the fringe benefits cost allocation plan in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide a letter from the Sub-Recipient’s independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.
- iv. If Sub-Recipient elects a de minimis indirect cost rate of 10%, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate of 10% is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.
- e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption. If Sub-Recipient does not formally request adoption of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products. SCAG grants to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any

reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's sole risk and without liability or legal exposure to SCAG.

- d. Subject to any provisions of law, including but not limited to the California Public Records Act, all deliverables and related materials related to the Projects shall be held confidential by Sub-Recipient. Nothing furnished to SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. Sub-Recipient shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as Sub-Recipient treats its confidential information, but in no case less than reasonable care.

11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

12. Notices

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

To SCAG: Cindy Giraldo
 Chief Financial Officer
 Southern California Association of Governments
 900 Wilshire Blvd., Suite 1700
 Los Angeles, CA 90017
 (213) 630-1413
 giraldo@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

To Sub-Recipient: Martin Erickson
 Executive Director
 Ventura County Transportation Commission
 751 E. Daily Dr. Suite 420
 Camarillo, CA 93010
 (805) 642-1591 x123
 merickson@goventura.org

13. Insurance

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers’ Compensation/ Employer’s Liability	Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance. Not required for sole proprietors or Sub-Recipients with no employees.	Including Occupational Diseases in accordance with California Law and Employers’ Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient’s profession.	With limits of not less than \$3,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.
Builders Risk	Upon commencement of construction and with approval of SCAG, Sub-Recipient shall obtain and maintain builder’s risk (course of construction) for the entire duration of the Project. Not required for Projects without construction.	Sub-Recipient shall purchase and maintain property insurance written on a builder’s risk “Special Form Cause of Loss” or equivalent policy form in an amount not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder’s Risk policy shall include a soft cost endorsement that covers soft costs equal to twenty percent (20%) of the Contract’s full value. Soft costs are defined as certain expenses, <u>in</u> addition to labor and materials, required to complete the Project that has been delayed due to unexpected physical damage and include, but are not limited to, the following: legal/accounting fees, design or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include the interests of the Additional Insureds as named

		<p>below, Sub-Recipient and the subcontractors of every tier on the Project as insureds. The insurance shall cover without limitation, loss or damage to the Work arising from the perils covered under “Special Form Cause of Loss” form coverage including, without duplication of coverage for theft, fire, lightning, explosion, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Sub-Recipient’s services and expenses required as a result of such loss. During the Project construction period, Sub-Recipient and its subcontractors shall mutually waive all rights of recovery against each other and against the Additional Insureds identified below for damages caused by fire or other perils covered by the Builders Risk “Special Form Cause of Loss” insurance. All applicable policies of insurance covering the Work or the property of the Sub-Recipient or subcontractor shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds identified below, Sub-Recipient and all subcontractors of every tier. Further, Sub-Recipient hereby releases, and shall cause its subcontractors to release, the Indemnitees identified in section 14 from any and all claims, losses and damages caused by fire or other perils covered by the Builders Risk “Special Form Cause of Loss” insurance. There shall be no deductible or self-insured retention exceeding \$10,000.00 per loss, other than earthquake or flood which may have deductible or self-insured retentions not exceeding \$50,000.00. The policy may have sublimits not less than the following: Earthquake \$5,000,000.00 Flood \$1,000,000.00</p>
Pollution Liability	Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. Not required	<p>The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this MOU shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for remediation of the site in the event of an</p>

	for Projects without construction.	environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.
Products/Completed Operations Coverage	Coverage shall extend a minimum of three (3) years after project completion. Not required for Projects without construction.	Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. SCAG, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the sub-recipient under this agreement.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
 - ii. For any claims related to this Project, Sub-Recipient’s insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient’s insurance and shall not contribute with it.
 - iii. 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.
 - iv. Sub-Recipient’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.
- d. The Workers’ Compensation and Employer’s Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved

by SCAG.

- f. 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.
- g. Sub-Recipient 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, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Projects or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from SCAG's willful misconduct.

15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to

grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

16. Noncompliance

In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to project schedule or milestone timelines, as outlined in the most current fully executed SOW Approval Form, SCAG may:

- a. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
- b. Terminate this MOU pursuant to Section 17.

Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. 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. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG and Sub-Recipient shall be paid for all services performed by Consultant(s) and accepted by Sub-Recipient through the effective date of termination.

- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party 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 for cause provision, all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain all source documents, books and records connected with the Projects, all procurements related to the Projects, all work performed under this MOU, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the

purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.

- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the

Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.

- iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).
- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
- i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to

qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC §10344(e).)

22. Public Works and Construction

Without limiting the generality of Section 21.a., Sub-Recipient agrees to ensure compliance with all applicable legal authority regarding construction standards and requirements, including but not limited to the following:

a. Labor Code Requirements

- i. Sub-Recipient is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.
- ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.
- iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.
- iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s) to comply with the provisions of California Labor Code Sections 1775 *et seq.* Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

- b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.
- c. All construction contracts for the Projects shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.
- d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act requirements applicable to the Projects. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Projects.
- e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.
- f. Sub-Recipient shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Project.
- g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.
- h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.
- i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Projects after completion. SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

23. Conflict of Interest

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

24. Independent Contractor

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

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. 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.

26. Release of Information

Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.

To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.

All communication materials must be provided to SCAG prior to completion so that inclusion of this element can be confirmed. SCAG will reply within three business days; if no reply is received, the Sub-Recipient can proceed without comments.

SCAG Communication Contact:

Alisha James
james@scag.ca.gov
(213) 236-1884

27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

28. 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.

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)
- Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultants, and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

- Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
- Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)
- Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
- Section 5.e. (Funding – repayment of ineligible costs)
- Section 6 (Invoices)
- Section 7 (Reporting)
- Section 8 (Accounting)
- Section 9 (Allowable Uses of Grant Funds)
- Section 10 (Work Products)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)

Section 22 (Public Works and Construction)
Section 23 (Conflict of Interest)
Section 24 (Independent Contractor)
Section 25 (Assignment)
Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. 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. Subject to the provisions in Section 15, the 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.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. 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.

33. Standard of Care

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

34. Force Majeure

Neither Party 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 nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, 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 with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Effective Date

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

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Projects, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Projects and to provide such additional information as may be required by SCAG.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
No. M-010-24**

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

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By:  DocuSigned by:
Cindy Giraldo 00E46B3F0E0F43F... 12/19/2023
Chief Financial Officer Date

APPROVED AS TO FORM:

By:  DocuSigned by:
Jeffery Elder DCD6F4A01C5E4E0... 12/18/2023
Acting Chief Counsel Date

VENTURA COUNTY TRANSPORTATION COMMISSION (“Sub-Recipient”)

By:  DocuSigned by:
Martin R. Erickson 25EAA80163E94E3... 12/18/2023
Executive Director Date

APPROVED AS TO FORM:

By:  DocuSigned by:
Steven T. Mattas 8B10221F7837404... 12/13/2023
General Counsel Date

VCTC: Exhibit A1-A4 – Scopes of Work

Exhibit A-1 – VC01

Project Title: Countywide Transit Stops and Stations Needs Assessment and Infrastructure Improvements

Project Description: This project will conduct an inventory of all bus stops and train stations in Ventura County and will fund capital improvements at transit stops and stations owned by transit agencies and municipalities. Capital improvements that result from this project can be paired with future affordable housing investments within Ventura County to foster inclusive development and boost accessibility and mobility for historically disadvantaged communities.

Final Deliverable:

- Transit Stops and Stations Final Report
- Construction Improvements at Transit Stops and Stations

Project Budget: \$1,500,000

Exhibit A-2 – VC02

Project Title: Santa Paula Branch Line Trail Master Plan and Environmental Impact Report Update

Project Description: The project advances the Santa Paula Branch Line Trail Master Plan, including conceptual design, environmental, and permitting phases to improve active transportation connections to housing, transit, and job centers in the Santa Clara River Valley.

Final Deliverable:

- Final Master Plan
- Final EIR/EIS
- Environmental Permits Obtained

Project Budget: \$1,677,000

Exhibit A-3 – VC03

Project Title: Countywide Paratransit Integration Analysis

Project Description: The project will evaluate and provide recommendations for consolidation of all demand-response (paratransit and dial-a-ride) operations into a new countywide agency with a single call/dispatch center. By improving paratransit service, Ventura County will be able to more effectively and efficiently serve more locations enabling residents to maintain their mobility and independence while remaining connected to their community.

Final Deliverable:

- Implementation Plan
- Finance Plan

Project Budget: \$300,000

Exhibit A-4 – VC04

Project Title: Community Traffic Calming and Pedestrian and Bicycle Safety Program

Project Description: The project will establish a Community Traffic Calming Program in Ventura County. The program will target areas with excessive vehicle speeds, identify concepts for permanent infrastructure improvements, and develop and implement a comprehensive traffic calming program incorporating the SCAG Go Human toolkit.

Final Deliverable:

- Safety Educational Campaign Activities
- Preliminary Engineering and Cost Estimates
- Final Summary of Community Traffic Calming and Bicycle Safety Program and Safety Educational Campaign

Project Budget: \$300,000



Exhibit B – Scope of Work Approval Form

Regional Early Action Planning Grants of 2021 (REAP 2.0)
County Transportation Commission Partnership Program
Scope of Work Approval Form - Project Summary

CTC:

Project:

☐ Original Scope of Work Approval

☐ Revision Requested - Add, Remove, or Change Project Manager

☐ Revision Requested to Project Tasks (Please check all that apply)

☐ Revise/Delete a Previously Approved Task ☐ Task Budget Revision

☐ Project/Task Date Change ☐ Change in Deliverable (Interim)

☐ Other (Please describe)

SCAG Approval Date: _____

Revision No. **NUMBER**

Revision Effective Date: _____

Original Approved Summary of Projects Tasks (approved on **DATE)**

Project/Activity Tasks Outline

Task and sub-tasks	Staff/Consultant/ Both	Estimated cost	Begin date	End date	Deliverable
1.0 Project Administration and Management	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
Total Project Cost		\$Click to enter text.			



Regional Early Action Planning Grants of 2021 (REAP 2.0)
County Transportation Commission Partnership Program
Scope of Work Approval Form - Project Summary

Requested Revisions to Project Tasks *If a revision is requested, please also update the project/activity task outline(s) below and highlight the changes.*

Revised Project/Activity Tasks Outline

Task and sub-tasks	Staff/Consultant/ Both	Estimated cost	Begin date	End date	Deliverable
1.0 Project Administration and Management	Both	\$Click or tap here to enter text.			
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
	Both	\$Click or tap here to enter text.	Click to enter a date.	Click to enter a date.	
Total Project Cost		\$Click to enter text.			

Route all budget changes to Accounting and B&G.

Signatures below to approve revisions also indicate approval of any modifications to subsequent pages.

Revision Approval Requested By:

CTC PROJECT MANAGER

Name / Title

Revision Approved By:

SCAG Deputy Director or Authorized Designee

Name / Title

Signature

Date

Signature

Date



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form – New Project Sheets

Project Metrics

Each REAP 2.0 project requires metrics to quantitatively measure the outcome of the project. Project metrics selected on this form will be included in the REAP 2.0 CTC quarterly progress reporting form. *Please select **all** metrics that will apply to your approved projects:*

1. ☐ Sample



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form – New Project Sheets

1	Project
<input type="checkbox"/> Metrics for this project have been selected in the “Project Metrics” portion of this form.	
_____ (Insert Number of) Procurements Expected for this Project	
Brief Description of Project: (Pulled from project application) Alignment with SCAG Connect SoCal regional priorities: Connection to REAP 2.0 Objectives (AFFH, Reducing VMT, Accelerating Infill Development):	

Signatures on this page indicate approval of initial SAF in its entirety. Revisions do not require new signatures in this section.

Approved By:

CTC Project Manager

Name / Title

SCAG Project Manager

Name / Title

Signature

Date

Signature

Date

Initial SAF Approved By:

SCAG Deputy Director

Signature

Date

Exhibit C – Invoice Report**Invoice Submittal Instructions**

This checklist shows the required documents that must be included when submitting an invoice.

Data input is required in all tabs.

NOTE: Sub-recipient can only claim costs incurred and paid to date.

Invoice Attachments	Cost Reimbursement
Cost Reimbursement Summary	<input type="checkbox"/> (A)
Progress Report	<input type="checkbox"/> (B)
Line-Item Billing	<input type="checkbox"/> (C)
Labor Summary Report/Payroll Report	<input type="checkbox"/> (D)
ODC Summary	<input type="checkbox"/> (E)
Proof of Payments	<input type="checkbox"/> (F)

(A) The **Cost Reimbursement Summary** summarizes the information at the task level.

(B) The **Progress Report** shall describe the percentage and status of work completed at the task and overall level. The progress report should include the overall progress narrative including the work completed by the consultants. The progress report can be submitted in Word or PDF format, if desired.

(C) Enter all charges on the **Line-Item Billing** tab (direct labor, fringe, indirect/overhead, other direct costs, and consultants). The Sub-recipient can only claim costs incurred and paid to date. Reference all supporting documentation to the Line-Item Billing (in Column A)

(D) The **Labor Summary Report/Payroll Report** must account for the total SCAG activity for each employee during the pay period applicable to the project billed on the invoice.

(E) Provide a summary of **Other Direct Costs (ODCs)**, itemized by category. An example is provided.

(F) Submit proof of payments for all charges included in the **Line-Item Billing**.

1. Acceptable proof of payments are in the form of copy of checks or ACH payment confirmations. In addition, copy of paid invoices should also be provided for any consultants charges and payroll report/journal for all sub-recipient's direct labor charges.

2. Include a summary report from your financial accounting system showing total costs incurred to date (if available).

3. If the Indirect/Overhead Rate and/or Fringe Rate changed from the original approved rates, submit supporting documentation for review and approval with the invoice.

4. Reference all supporting documentation to the Line-Item Billing.

(G) Must submit electronic **Excel file** and signed **PDF file**.

Note: Sub-recipient is responsible for reviewing in detail all their consultant's charges and their subconsultant's charges, and verifying those charges are in compliance with the award and have been rendered in compliance with the Scope of Work. Sub-recipient shall retain all source documentation that account for Sub-recipient costs and payments made to consultants, contractors, vendors and subcontractors, including but not limited to, purchase orders, receipts, progress payments, subcontractor's invoices, timesheets, logs, travel requests, proof of payment, and financial reports. While some of these documents are not required to be submitted as part of the payment request, SCAG may request access to these documents at any time. Sub-recipient must retain these records as per Section 18 of the MOU and must ensure that only allowable costs are claimed.

Printed copy should be in Agency Letterhead

Cost Reimbursement Summary

Email Excel file and PDF file to:
accountspayable@scag.ca.gov
Cindy Giraldo
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Ste 1700
Los Angeles, CA 90017

Date: _____
Invoice #: _____
Billing Period: _____
MOU #: _____
OWP #: _____
MOU Term Date: _____
Project Title: _____

Full Project Budget Amount \$ -
Remaining Budget \$ -
Percentage of Project Budget Spent #DIV/0!
Overall Percentage of Work Completion 0.00%

Cost Categories	Budget	Current Invoice	Previously Invoiced	YTD Expenditure	Balance
Task #1	\$ -	\$ -	\$ -	\$ -	\$ -
Task #2	\$ -	\$ -	\$ -	\$ -	\$ -
Task #3	\$ -	\$ -	\$ -	\$ -	\$ -
Task #4	\$ -	\$ -	\$ -	\$ -	\$ -
Task #5	\$ -	\$ -	\$ -	\$ -	\$ -
Task #6 - 5% Admin	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

Please send check to:
CTC Name
Address
City/State/ZIP

By signing this report under penalty of perjury, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. I will retain all supporting documentation as required and make it available upon request. I will refund any audit disallowances to SCAG.

Signature of an Authorized Official	Title
Full Name of an Official who is Authorized to Legally Bind the Organization	Date



Invoice #: 0
Billing Period: 0
MOU #: 0

Progress Report
0

Overall Percentage of Work Completion: 0.00%

Task 1: Task Name 0.00%

•
•
•

PENDING NEXT MONTH

•
•

Task 2: Task Name 0.00%

•
•
•

PENDING NEXT MONTH

•
•

Task 3: Task Name 0.00%

•
•
•

PENDING NEXT MONTH

•
•

Task 4: Task Name 0.00%

•
•
•

PENDING NEXT MONTH

•
•

Task 5: Task Name 0.00%

•
•
•

PENDING NEXT MONTH

•
•

Task 6 - 5% Admin: Task Name 0.00%

•
•
•

PENDING NEXT MONTH

•
•

Invoice #:	0
Billing Period:	0
MOU #:	0
Project Title:	0

Reference No.	Cost Categories	Approved Rates	Task #1	Task #2	Task #3	Task #4	Task #5	Task #6 - 5% Admin	Grand Total (All tasks)
			Task Name	Task Name	Task Name	Task Name	Task Name	Task Name	
			Amount	Amount	Amount	Amount	Amount	Amount	Grand Total (All tasks)
	<u>Direct Labor Classification(s):</u>								
	Project Staff per Labor Summary Report/Payroll Report		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - Direct Labor		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Indirect/Overhead & Fringe</u> (inc. G&A):								
	Indirect/Overhead	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fringe	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal - Overhead & Fringe (inc G&A):		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>Other Direct Costs (ODCs)</u>								
	Travel		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Printing - Directly Chargeable only		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Other		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal - ODCs:		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	<u>Consultant(s)</u>								
	Consultant 1		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Consultant 2		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Consultant 3		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Consultant 4		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	Subtotal - Consultant(s):		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	GRAND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OVERALL PERCENTAGE OF COMPLETION FROM PROGRESS REPORT			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BUDGET			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PREVIOUSLY (CUMULATIVE) REIMBURSED AMOUNT AFTER DISALLOWANCES			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
YTD EXPENDITURES (BILLED TO DATE)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EARNED TO DATE			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VARIANCE			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
									#DIV/0!

Labor Summary Report/Payroll Report

CTC is required to provide a labor summary report/payroll report that supports the Direct Labor costs for Project Staff billed in the Line-Item Billing.

The report should detail employee's name, hours, and pay rate. Report total must reconcile to the total labor costs billed and segregate employee labor costs to be charged to the 5% Admin portion of the project staff costs.



Invoice #: 0
Billing Period: 0
MOU #: 0

Other Direct Costs (ODC) Summary

0

Travel			
Date	Type	Purpose	Cost
			\$0.00

Printing - Directly Chargeable only			
Date	Type	Purpose	Cost
			\$0.00

Other			
Date	Type	Purpose	Cost
			\$0.00

Total ODC \$0.00 matches



Invoice #: 1
 Billing Period: 02/1/19-06/30/23
 MOU #: M-008-24

Other Direct Costs (ODC) Summary

LA01 Enhanced GoSGV E-Bike Share Program

Travel

Date	Type	Purpose	Cost
2/13/2019	Transportation	Meeting w/ Project Manager - Lunch	\$50.00
2/13/2019	Transportation	Travel back home from meeting - Mileage	\$25.00
			<u>\$75.00</u>

Printing - Directly Chargeable only

Date	Type	Purpose	Cost
2/7/2019	Printing	Marketing Posters	\$200.00
			<u>\$200.00</u>

Total ODC \$275.00

ODC Receipt Samples - (receipts to be retained by CTC for audit purposes):

FEDEX Printings
 4321 Hope St.
 Los Angeles, CA

02/07/2019 02:36 PM

TRANS - EEE74F9
 MCC - BCB78657
 PAYMENT - VISA 1234

SUBTOTAL: \$200.00
 TAX: \$0.00
 TOTAL: \$200.00

PLEASE COME AGAIN
 THANK YOU

← Trip Details

02/13/2019, 5:25 PM \$25.00
 Audi A4 8DREVKC

818 W. 7th Street, Los Angeles, CA
 1234 Valley Blvd, Rosemead, CA

Your trip with Yahir

Help Receipt

FOR PRO OF

UberX Receipt

FOR PRO OF

Trip Fare	\$22.69
Subtotal	\$22.69
Tolls, Surcharges, and Fees	\$2.31
Total	\$25.00

VISA 1234
 02/13/2019, 5:25 PM \$25.00

Meeting with Project Manager
 818 W. 7th Street
 Los Angeles

02/13/2019
 02:28 PM

\$50.00
 TRANS:B854
 AUTH: B7AF72F



TAX \$50.00
 VISA 1234 \$50.00

ICC
 APPROVED
 S819

Become a Member
 to Remove
 Watermark

THANK YOU
 CUSTOMER COPY

Exhibit D – Sub-Recipient Report Template

PENDING GUIDANCE FROM HCD