

COVER PAGE
MEMORANDUM OF UNDERSTANDING
NO. M-015-26

SCAG Overall Work Program (“OWP”) No: 275-4892XA.02

Federal/State Awarding Agency: N/A (Caltrans Local Assistance ATP State Funded Project)

CFDA Number and Name: N/A

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

Federal Award Date: N/A

Total Amount of the Federal Award: N/A

Federal Award Project Description: N/A

Pass-Through Awarding Agency: California Department of Transportation (Caltrans)

Pass-Through Award Date: December 13, 2023

Pass-Through Award End Date: September 6, 2026

Pass-Through Agency Contact: Steve Novotny, Office Chief, Office of Local Assistance

Sub-Recipient Name: City of Pomona

Sub-Recipient’s UEID No: QLK7V1HAF1J2

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

Total Amount of Match Funds Committed by the Sub-Recipient: \$0.00

Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: \$151,671 (ATP Cycle 5)

Subaward Period of Performance Start Date: Effective date of the MOU

Subaward Period of Performance End Date: September 6, 2026

Type of Contract: Project Specific

Method of Payment: See Section 6

Project R&D: N/A

Indirect Cost Rate for the Federal Award: N/A

Subaward Project Title: City of Pomona Complete Streets Ordinance and Quick Build Project

Subaward Project Description: Technical Assistance and Quick Build Project implementation in the City of Pomona.

**MEMORANDUM OF UNDERSTANDING
No. M-015-26**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND THE CITY OF POMONA
REGARDING THE CITY OF POMONA COMPLETE STREETS ORDINANCE AND QUICK
BUILD PROJECT**

(SCAG Project/OWP No. 275-4892.02)

This Memorandum of Understanding (“MOU”) is by and between the **Southern California Association of Governments** (“SCAG”) and the **City of Pomona** (“CITY”), for the purpose of delivering the City of Pomona Complete Streets Ordinance and Quick Build Project. SCAG and CITY are individually referred to herein as “Party” and collectively referred to herein as “Parties.”

RECITALS

WHEREAS, SCAG is the federally designated Metropolitan Planning Organizations (“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, SCAG’s 2020 Sustainable Communities Program (“SCP”) seeks to strengthen partnerships with local agencies and strategic partners responsible for land use and transportation decisions, offering technical assistance and financial resources to meet the diverse planning needs of local communities and support implementation of regional planning policies and strategies including the RTP/SCS;

WHEREAS, the SCP is funded by the California Transportation Commission’s Active Transportation Program (“ATP”), administered by and through the California Department of Transportation (“Caltrans”) under Program Supplement 00000A224 Project Number ATPL-6049(029) for state funded projects and Master Agreement Number 07-6049S21, and subject to certain flow down provisions and funding requirements therein (“Funding Requirements”);

WHEREAS, SCAG conducted a call for applications under the SCP and selected CITY, a municipal corporation, to receive funding to develop the City of Pomona Complete Streets Ordinance and Quick Build (“Project”);

WHEREAS, the services of H.W. Lochner Inc. (“Consultant”) were procured to design the Project;

WHEREAS, CITY will implement the Project;

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**1. Recitals**

The Recitals 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 of the MOU and continue until September 6, 2026, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Responsibilities of the Parties**a. SCAG's Responsibilities:**

- i. SCAG has procured Consultant and shall have Consultant, in consultation with CITY, develop the Scope of Work and Cost Estimate for the Project.
- ii. SCAG shall provide the Scope of Work and Cost Estimate for the Project to CITY at no cost and without warranty from SCAG for the purposes of the Project.

b. CITY's Responsibilities:

- i. CITY shall be responsible for implementing the Project, including all tasks, obligations and responsibilities described in the developed Scope of Work.
- ii. CITY shall consult with SCAG and Consultant in developing the Scope of Work and Cost Estimate for the Project and obtain SCAG's written approval on the final Scope of Work and Cost Estimate.
- iii. CITY shall procure a contractor ("Contractor") to perform the Scope of Work and award a contract to Contractor no later than September 1, 2026.
- iv. CITY shall procure Contractor in accordance with CITY's procurement policies and procedures, and all other applicable requirements including, but not limited to, the Caltrans Local Assistance Procedure Manual Ch.15, the Public Contract Code and the Labor Code. CITY shall competitively procure any other contracts containing funds provided under this MOU in accordance with this Section.
- v. CITY shall obtain SCAG's approval prior to issuing any solicitations (Request for Bids or Invitations for Bid and provide SCAG with a copy of the solicitation(s), Notice to Proceed issued to Contractor, and a copy of the Contractor contract, within 30 days of issuance of each document, and other related documentation of compliance with procurement requirements and requirements of this MOU.
- vi. CITY shall be responsible for managing Contractor in performing the Scope of Work, with written Quarterly Reports provided to SCAG's Project Manager.

- vii. CITY shall be responsible to make payments to the Contractor for work performed.
- viii. CITY shall be accountable to SCAG to ensure Contractor's performance. CITY's Project Manager shall be responsible for final approval of Contractor's deliverables consistent with the Scope of Work; provided, however, that prior to approving a deliverable from the Contractor, CITY's Project Manager shall consult with SCAG's Project Manager.
- ix. CITY shall not be authorized to direct any additional work by the Consultant, or cause any increase in the Consultant costs without SCAG's prior written approval. In the event that CITY or its Contractor proposes an amendment to the Contractor's contract which changes the terms of Contractor's contract with CITY, including but not limited to, increases the value of the contract amount and/or modifies the Scope of Work, CITY shall notify SCAG's Project Manager in writing prior to execution of such amendment, provide SCAG with copy of the amendment and obtain SCAG's written approval. SCAG may propose an amendment to this MOU, if necessary, consistent with any executed amendments to the Contractor contract.
- x. SCAG's Project Manager shall be notified and invited to: the kick-off meeting with the Contractor, all steering and technical advisory committee meetings, all public engagement outreach events, all site visits, and all CITY Council or Commission meetings where the Project in whole or in part is being presented or discussed.
- xi. CITY shall fully cooperate with SCAG and Consultant as may be reasonably necessary to produce the Project in accordance with the Scope of Work, including but not limited to the following:
 - (1) Providing any required decisions as promptly as practicable so as to avoid unreasonable delay.
 - (2) Making CITY engineering staff from CITY's Public Works Department available to work closely with SCAG and Consultant on the overall planning, design, and final approvals of the Project.
 - (3) Securing necessary permits and approvals from relevant CITY departments and/or agencies as applicable.
 - (4) Making CITY Special Events and/or Public Relations staff available to support advertising, communications, and programming to the public to promote the Project.
 - (5) Determining and addressing any public safety requirements and traffic control requirements, and developing a street closure and traffic management plan for the Project in collaboration with Consultant.
 - (6) Providing adequate staffing as reasonably requested by the SCAG Project Manager to implement the Project.
 - (7) Determining the appropriate configuration for the Project elements in consultation with Consultant.
 - (8) Providing engineering oversight as required by Caltrans Local Assistance Procedure Manual Ch. 16 and Ch. 17.
 - (9) Securing necessary insurance as applicable and requested by SCAG.
 - (10) Providing project management and oversight of Contractor including, but not limited to, Contractor's compliance with its contractual requirements.

- (11) Conducting Quality Assurance/Quality Control of the Project in collaboration with the Consultant.
 - (12) Providing ongoing maintenance of the Project site, including regular street sweeping, and removal of project materials at the end of the implementation period.
 - (13) To the extent the Project will impact any roadway, street, intersection, sidewalk and/or other property of or in CITY, CITY shall coordinate with Consultant in development of the Scope of Work to ensure inclusion of applicable CITY requirements, including but not limited to, any and all necessary permits, plans (such as design plans and traffic control plans), and/or insurance requirements set-forth by CITY for such permits.
- xii. CITY shall comply with all applicable terms and conditions of the Funding Requirements, including but not limited to “Article IV – Fiscal Provisions and Article V – Audits, Third Party Contracting, Records Retention and Reports,” Exhibit A, attached, hereto and incorporated herein by this reference, and shall not take any action or fail to take an action that would cause SCAG to be out of compliance with the Funding Requirements.
 - xiii. CITY shall require the Contractor to perform the Scope of Work in accordance with requirements described in the Funding Requirements, and applicable Federal, State, and Local requirements, including but not limited to the requirements set forth in this MOU.
 - xiv. CITY shall include and flow down all applicable terms and conditions of this MOU and the Funding Requirements in all agreements with its contractors and subcontractors, including its agreement with the Contractor, and shall include a requirement in all agreements that each of them in turn include the terms and conditions in all contracts and subcontracts they enter into to perform work under the Project. CITY shall be responsible for ensuring compliance.

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG, SCAG’s Consultant, and CITY through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following Project Managers:

Consultant Project Manager
Carlos Velasquez (H.W. Lochner, Inc.)
 323-260-4703
cvelasquez@hwlochner.com

SCAG Project Manager
Rachel Om
 213-630-1550
om@scag.ca.gov

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

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

Max Pastore
City of Pomona
909-620-2431
max.pastore@pomonaca.gov

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

5. Funding

- a. SCAG's contribution to the Project is funded wholly with ATP State grant funds (non-federal), in an amount not to exceed One-Hundred Fifty-One Thousand, Six Hundred Seventy-One Dollars (\$151,671) for the quick build construction phase. SCAG shall not be obligated to make payments for any Work costs that exceed \$151,671. SCAG shall not be obligated to pay for any increase in Work costs which exceeds SCAG's obligated funding amount. SCAG shall not be obligated to make payments from any source other than funds provided by ATP to SCAG pursuant to the ATP state grant.
- b. All obligations of SCAG under this MOU are subject to the availability of State funds and enactment of the State of California ("State") Budget Act. Thus, no payments may be made under this MOU prior to the passage of the State Budget Act for any Fiscal Year.
- c. During the technical assistance phase, no funds shall be paid directly to CITY, funds shall only be paid to SCAG Consultant. During the quick build phase, funds may be paid directly to CITY, which is not to exceed \$151,671.

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 this MOU. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB) and copy the SCAG Project Manager. All invoices submitted to SCAG for the Project shall reference the OWP Project Number (OWP No. 275-4892.02).
- b. By the twenty-first day following the start of a new month (i.e., January 30, February 30, March 30), Sub-Recipient shall submit an invoice to SCAG using the electronic "Invoice Template" in accordance with the invoice submittal instructions and requirements noted in Exhibit B. Invoices must be submitted in both PDF format and Excel file format. Invoices shall contain a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated, by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the City. The progress report shall include, in narrative form, a description of services performed by the City's Contractor(s) as well as progress toward completion of tasks related to the Project for the invoiced period. SCAG shall review invoices for compliance with this MOU. If SCAG determines that an invoice is compliant with this MOU, SCAG shall approve the invoice and issue payment to the

City. If SCAG determines that an invoice is not compliant with this MOU, SCAG may withhold and/or off-set future payment(s) to the City.

- c. SCAG shall reimburse City as promptly as SCAG's fiscal procedures permit, using Electronic Fund Transfer, available at: [ACH Vendor Payment Authorization Form](#), upon receipt of itemized invoices submitted in accordance with this MOU. City shall complete the ACH Vendor Payment Authorization Form and email it to ACHpayment@scag.ca.gov, prior to executing this MOU.
- d. Incomplete or inaccurate invoices may be returned to City for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If City corrects the error, the disallowed items can be included in the next set of invoices.
- e. Travel expenses and per diem rates are not to exceed the rates and policies specified by the State of California Department of Human Resources, which can be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- f. The City acknowledges that SCAG's fiscal year is from July 1 to June 30. City agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay City for any invoice received after such date.
- g. City shall submit its final invoice to SCAG within sixty (60) days of the completion of the Project, but no later than within sixty (60) days after all Grant Funds have been expended. SCAG shall not be obligated to pay City for any invoice received after such date.
- h. City will require that its Contractor(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from City. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.
- i. No CITY staff costs are authorized under this MOU.
- j. CITY shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles ("GAAP") to support Invoices which segregate and accumulate the costs of work elements by line item and produce Progress Reports which clearly identify reimbursable costs and other expenditures by OWP work elements.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request a performance report that demonstrates satisfaction of all requirements identified in the MOU.
- b. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), CITY shall submit a Quarterly Report in a format reasonably acceptable to SCAG's Project Manager. The Quarterly Report shall include, in narrative form, a description of services performed by Contractor as well as progress toward completion of tasks related to the Project for the prior quarter and a reporting of all costs incurred regarding the Project.

- c. Within 30 days following the completion of the Project, CITY shall submit a Project Completion Report in a format reasonable acceptable to SCAG's Project Manager. The Project Completion Report shall include photographs of project layouts and a narrative on project outcomes and lessons learned.
- d. On all reports submitted to SCAG for the Project, the Project Number (OWP No. 275-4892.02) shall be referenced.

8. Cost Principles

- a. CITY agrees that (1) the Contract Cost Principles and Procedures, 48 Code of Federal Regulations ("CFR"), Federal Acquisition Regulations System, Chapter 1, Subchapter E, Part 31, et seq. (Office of Management and Budget Circular A-87 Revised, "Cost Principles for State, Local, and Indian Tribal Governments), 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and applicable ATP program cost guidance shall be used to determine the acceptability of individual project cost items; and (2) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CITY and every Contractor receiving Project funds under this MOU shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- b. Any costs for which CITY receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, are to be repaid by CITY within thirty (30) calendar days of CITY receiving notice of audit findings and a written demand for reimbursement from SCAG. Should CITY fail to reimburse unallowable costs due SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to CITY.

9. Work Products

- a. For purposes of this MOU, "Work Products" shall mean any deliverables created or produced under this MOU, including reports, data files, newsletters or any other written or electronic materials provided pursuant to the Scope of Work.
- b. CITY shall submit one (1) electronic copy of all Work Products associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and shall grant to CITY a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products without written verification by SCAG will be at CITY's sole risk and without liability or legal exposure to SCAG. Such written verification by SCAG shall not be unreasonably denied and shall be provided by SCAG within ten calendar days of CITY's request therefor.

- 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 Project shall be held confidential by CITY. Nothing furnished to SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. CITY shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as CITY treats its confidential information, but in no case less than reasonable care.

10. Amendments

- a. No alteration or deviation of the terms of this MOU shall be valid unless made in writing in the form of MOU Amendment and properly executed by both 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.
- b. Either Party may request, at any time, amendments to this MOU and will provide written notice to the other party regarding such changes. Within ten (10) calendar days from the date of the written notice, the requesting Party shall notify the other Party of the impact of such changes on the Scope of Work, schedule, and budget. Upon agreement between the Parties as to the required changes, an amendment to this MOU shall be prepared regarding the same. If the Parties are unable to reach an agreement regarding the changes requested by SCAG, the Parties may terminate this MOU in accordance with the provisions set forth in Section 23(a) of this MOU.

11. 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 addresses below.

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

To CITY: Betty Donovanik
Development Services Director
City of Pomona
505 S. Garey Ave.
Pomona, CA 91766
909-620-2421
Betty.Donavanik@pomona.gov

12. Insurance

- a. CITY, at its own expense, shall procure and maintain, and shall require that the Contractor procure and maintain at its own expense, policies of 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 \$1,000,000 per occurrence, \$2,000,000 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 CITY and Contractor 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 \$1,000,000 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.

- b. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- SCAG, its officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of CITY or Contractor, products and completed operations of CITY or Contractor; premises owned, occupied or used by CITY or Contractor; or automobiles owned leased, hired or borrowed by CITY of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
 - Products/completed operations coverage shall extend a minimum of three (3) years after Project completion. 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, and its officials, officers, agents, and employees, shall be included as additional insured under the Products and Completed Operations coverage.

- iii. For any claims related to this Project, CITY and Contractor’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 CITY and Contractor’s insurance and shall not contribute with it.
- iv. 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.
- v. CITY and Contractor’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.
- c. Workers’ Compensation and Employer’s Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees and shall provide a waiver of subrogation.
- d. 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. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 for any of the Contractor’s insurance policies must be declared to and approved by SCAG.
- f. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best’s rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. Verification of Coverage – CITY and Contractor 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, CITY and Contractor shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

13. Indemnification

- a. CITY shall fully defend, indemnify and save harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, injury, damages, expenses, suits or actions including attorney’s fees of every name, kind and description, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability, brought forth or arising under or otherwise related to any act or omission by CITY, its members, officers, employees, agents, Contractor, consultants, or subcontractors under this MOU.
- b. CITY shall require that the Contractor indemnify SCAG to the same extent indemnity is provided to CITY under its MOU with the Contractor.

14. Records Retention

- a. CITY and its Contractor shall maintain all source documents, books and records connected with the Project, the procurement of the Contractor, all work performed under this MOU, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of four (4) years from the Completion Date.
- 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 must be retained by CITY and its Contractor for four (4) years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG Overall Work Program (OWP, whichever is later.

15. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of CITY or its Contractor as SCAG deems necessary to ensure compliance with this MOU.
- b. CITY and CITY's Contractor shall make available for inspection and audit by SCAG, Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of this MOU, including, but not limited to, the costs of administering the MOU, and CITY shall furnish copies thereof if requested. Copies shall be made and furnished at no cost to SCAG. CITY and CITY's Contractor shall make such materials available at their respective offices at all reasonable times during the entire MOU period and for four (4) years from the Completion Date.
- c. SCAG and Caltrans reserve the right to conduct technical and financial audits of the Project and records and CITY agrees, and shall require Contractor to agree, to cooperate with SCAG and Caltrans by making all appropriate and relevant records available for audit and copying.
- d. If applicable, CITY agrees to include all costs associated with this MOU and any Amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by CITY in compliance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements. CITY is responsible for assuring that the Single Auditor has reviewed the requirements of this MOU. Copies of said audits shall be submitted to SCAG.
- e. Neither the pendency of a dispute nor its consideration by a Party or the State shall excuse the other Party from full and timely performance in accordance with the terms of this MOU.

16. Compliance with Laws

CITY agrees to comply with all applicable federal, state, and local laws, ordinances, codes and regulations and orders of public authorities as well as Caltrans requirements in the performance of this MOU, including the Local Assistance Program Guidelines and Local Assistance Procedures Manual,

the California Environmental Quality Act (“CEQA”) and all applicable legal authority regarding construction standards.

17. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- b. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this MOU by reference and made a part hereof as if set forth in full.
- c. Noncompliance: In the event of noncompliance by either Party with the nondiscrimination provisions of this MOU, the other Party may cancel, terminate or suspend the MOU, in whole or in part.
- d. If required by DOT, additional or alternate sanctions for noncompliance may be imposed.
- e. CITY agrees to comply with the requirements of the Fair Employment Practices Addendum, attached hereto as “Exhibit C” and further agrees that any agreement entered into by CITY with a third party for performance of work connected with Project shall incorporate Exhibit C (with third party’s name replacing CITY) as part of such agreement.
- f. CITY shall comply with the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- g. CITY shall include the requirements of this Section in its contract with the Contractor.

18. Labor Code Requirements

- a. CITY is hereby put on notice that the Project under the MOU may qualify as a public works project and CITY 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. If CITY or its Contractor 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 CITY nor Contractor may work on a public works project without a current and active DIR registration.

- b. In the event that CITY or Contractor engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and Consultant 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. CITY and Contractor 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 Project.
- c. CITY further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall cause CITY and Contractor to comply with the provisions of California Labor Code Sections 1775 *et seq.* CITY 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.
- d. CITY and Contractor working on the public work will be required to input and submit all applicable certified payroll records (CPRs) and accompanying documentation to DIR as well as into the CITY's Labor Compliance Monitoring System (LCMS) for monitoring and compliance on an ongoing basis while work is being performed. In addition, CITY shall use the DIR's Electronic Reporting System to furnish CPRs to the California Labor Commissioner.

19. Conflict of Interest

The Parties shall comply with State conflict of interest laws, regulations and policies. If any Federal funds are provided under this MOU, the Parties shall also comply with applicable Federal conflict of interest laws, regulations and policies.

20. Independent Contractor

CITY and its Contractor(s), officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of SCAG.

21. 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. CITY 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.

22. Noncompliance

In addition to such other remedies as provided by law, in the event of nonperformance or noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated pursuant to Section 23.

23. Termination of MOU

- a. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, CITY shall immediately take action not to incur any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Contractor. SCAG shall pay CITY 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 Contractor. In such event, all finished or unfinished Work Products shall be provided to SCAG and CITY shall be paid for all services performed through the effective date of termination.
- a. 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, agreements, 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.

24. Non-Assignment

- a. Neither Party shall assign 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.
- b. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

25. Release of Information

CITY shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this 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) and with prior written notice to SCAG.

26. Non-Exclusivity

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

27. 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.

28. Survival

The following sections survive expiration or termination of this MOU:

Section 9 (Work Products)
Section 13 (Indemnification)
Section 14 (Records Retention)
Section 15 (Monitoring and Audits)
Section 16 (Compliance with Laws)
Section 18 (Labor Code Requirements)
Section 21 (Disputes)
Section 25 (Release of Information)
Section 30 (Jurisdiction and Venue)

29. Flow-Down Requirements

CITY's agreement with Contractor, and any other contracts containing funds provided under this MOU, shall include the following requirements, 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:

Section 3.b.iv. (Responsibilities of the Parties)
Section 3.b.v. (Responsibilities of the Parties)
Section 3.b.xiii. (Responsibilities of the Parties)
Section 6 (Invoices)
Section 7 (Reporting)
Section 8 (Cost Principles)
Section 9 (Work Products)
Section 12 (Insurance)
Section 14 (Records Retention)
Section 15 (Monitoring and Audits)
Section 16 (Compliance with Laws)
Section 17 (Equal Employment Opportunity/Nondiscrimination)

Section 18 (Labor Code Requirements)
Section 19 (Conflict of Interest)
Section 20 (Independent Contractor)
Section 21 (Disputes)
Section 25 (Release of Information)

30. 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 21, 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.

31. 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.

32. Standard of Care

The Parties 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.

33. 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.

34. Execution

This MOU, or any amendment related thereto ("Amendment"), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this 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.

35. Effective Date

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

36. Entire MOU

This MOU, comprised of these terms and conditions, the Attached Exhibits, and any properly executed Amendment(s), 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.

37. Authority

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

MOU No. : M-015-26

OWP No. : 275-4892.02

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING M-015-26**

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

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By:  DocuSigned by:
Cindy Giraldo
Chief Financial Officer
12/17/2025
Date

APPROVED AS TO FORM:

By:  DocuSigned by:
Richard Lam
Senior Deputy Legal Counsel
12/16/2025
Date

CITY OF POMONA (“CITY”)

By:  Signed by:
Anita D. Scott, Ed.D, AICP
City Manager
12/16/2025
Date

APPROVED AS TO FORM:

By:  DocuSigned by:
Sonia Carvalho
City Attorney
12/15/2025
Date

Exhibit A
Master Agreement
Administering Agency-State Agreement for State-Funded Projects

Please see the attached PDF file. The final MOU will have the Article IV & V (pages 27-31) appended after this section header page.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

07	Southern California Association of Governments
-----	-----
District	Administering Agency

Agreement No. 07-6049S21

This AGREEMENT, is entered into effective this 13th day of May, 2022, by and between the Southern California Association of Governments, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.
10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.
11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.
12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.
13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.
14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.
15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess

of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is

constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third- party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the

extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By Tou Vang

For Tou Vang
Chief, Office of Project Implementation
Division of Local Assistance

Date 05/13/2022

Southern California Association of Governments

By Cindy Giraldo
Digitally signed by Cindy Giraldo
DN: cn=Cindy Giraldo, o=SCAG, ou=SCAG,
email=giraldo@scag.ca.gov, c=US
Date: 2022.05.13 09:24:42 -07'00'

Cindy Giraldo, Chief Financial Officer
Southern California Association of Governments
Representative Name & Title
(Authorized Governing Body Representative)

Date 5/13/2022

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of 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. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their 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. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment

Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.



SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017
T: (213) 236-1800
www.scag.ca.gov

REGIONAL COUNCIL OFFICERS

President
Clint Lorimore, Eastvale

First Vice President
**Jan C. Harnik, Riverside County
Transportation Commission**

Second Vice President
Carmen Ramirez, County of Ventura

Immediate Past President
Rex Richardson, Long Beach

COMMITTEE CHAIRS

Executive/Administration
Clint Lorimore, Eastvale

Community, Economic &
Human Development
Jorge Marquez, Covina

Energy & Environment
David Pollock, Moorpark

Transportation
Sean Ashton, Downey

RESOLUTION NO. 21-635-3

A RESOLUTION OF THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AUTHORIZING THE ACCEPTANCE OF CALIFORNIA ACTIVE TRANSPORTATION PROGRAM GRANT FUNDS FOR SUSTAINABLE COMMUNITIES PROGRAM

WHEREAS, the Southern California Association of Governments (SCAG) is the Metropolitan Planning Organization, for the six county region consisting of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial counties pursuant to 23 U.S.C. § 134 et seq. and 49 U.S.C. § 5303 et seq.;

WHEREAS, SCAG adopted the 2020 Regional Transportation Plan and Sustainable Communities Strategy ("RTP/SCS"), Connect SoCal, which included Sustainable Communities Program ("SCP") as part of its implementation strategy;

WHEREAS, on September 3, 2020, the Regional Council approved the 2020/2021 Sustainable Communities Program Guidelines and authorized staff to release the Active Transportation & Safety Call for Applications;

WHEREAS, on May 6, 2021, the Regional Council adopted Resolution No. 21-632-1 to implement the 2021 SCAG Regional Active Transportation Program project list, including plans and programs selected through SCAG's Sustainable Communities Program: Active Transportation and Safety Call for Applications;

WHEREAS, Los Angeles Department of Transportation (LADOT), Orange County Transportation Authority (OCTA), Cities of Pomona, Santa Monica, Banning, Lynwood as well as counties of Los Angeles and Riverside had applied for grants totaling \$4,670,000 in the Active Transportation Program funds ("Grant Funds") through the 2021 SCAG Regional Active Transportation Program and SCAG's Sustainable Communities Program, of which projects were recommended for funding (Resolution No. 21-631-1);

WHEREAS, on Jun 23, 2021, the California Transportation Commission adopted the 2021 SCAG Regional Active Transportation Program project list and awarded \$4,670,000 in Grant Funds to SCAG to undertake the Sustainable Communities Program ("Project") based upon the proposals submitted by LADOT, OCTA, Cities of Pomona, Santa Monica, Banning, Lynwood as well as counties of Los Angeles and Riverside ("Recipients");

WHEREAS, the Recipients requested that SCAG assume responsibility for managing the Grant Funds, the Project and their respective projects; and

WHEREAS, the primary goal of the Project is to: (1) implement Active Transportation Network Visions projects for LADOT and the City of Pomona, (2) implement Active Transportation Plan projects for the County of Los Angeles,

OCTA, and the City of Banning, (3) implement a Safe Routes to School Plan project in the City of Lynwood, (4) implement a Quick Build project in the City of Santa Monica, and (5) implement a Non-Infrastructure project in the County of Riverside.

NOW THEREFORE, BE IT RESOLVED by the Regional Council of the Southern California Association of Governments, as follows:

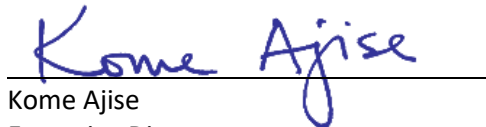
1. That the Regional Council hereby authorizes SCAG to accept and administer the Grant Funds in the amount of approximately \$4,670,000 to support the Sustainable Communities Program; and
2. SCAG's Executive Director or his designee is hereby designated and authorized by the Regional Council to execute all necessary agreements and other documents on behalf of the Regional Council as they relate to receipt of the Grant Funds supporting the Sustainable Communities Program.

PASSED, APPROVED AND ADOPTED by the Regional Council of the Southern California Association of Governments at its regular meeting this second day of September, 2021.



Clint Lorimore
President, SCAG

Attested by:



Kome Ajise
Executive Director

Approved as to Form:



Michael R.W. Houston
Chief Counsel/Director of Legal Services

Exhibit B

INVOICE SUBMITTAL REQUIREMENTS

SCAG will provide the City an Invoice Template in Excel file format. The Invoice Template must be used to request reimbursement from SCAG. Detailed submittal instructions for filling out and submitting are provided in the Invoice Template. The Invoice Template may be amended from time to time and does not guarantee that any invoices will be approved or that the City will receive payment. The Invoice Template will require information and supporting documentation such as, but not limited to:

- a. SCAG's "Bill To" information as stated in the above paragraph "b." of this section;
- b. Invoice number specified by the City. The invoice number must be unique for each invoice submitted;
- c. Invoice date;
- d. Billing period specified with beginning and ending dates. The beginning date must not be sooner than the MOU Effective Date of the Agreement, or within any previous billing dates;
- e. Total amount due for the billing period;
- f. MOU Number, SCAG Project/OWP Number, and the MOU Term Date;
- g. Project Title;
- h. Agency Name, Agency Project Manager Name, and Project Manager Email Address; and
- i. SCAG Project Manager Name.
- j. Progress report
- k. Cost by task and/or cost category
- l. Payroll report/Payroll registers

Exhibit C

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, CITY will not discriminate against any employee for employment on account of 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. CITY will take affirmative action to ensure that employees are treated during employment without regard to their 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. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CITY shall post in conspicuous places, available to employees for employment, notices setting forth the provisions of this Fair Employment section.
2. CITY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of the CITY's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. CITY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
4. CITY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by SCAG, the California Department of Transportation, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by SCAG, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - a. SCAG may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which CITY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CITY has violated the Fair Employment Practices Act.
 - b. For willful violation of this Fair Employment Provision, SCAG shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by SCAG in securing the goods or services thereunder shall be borne and paid for by CITY and by the surety under the performance bond, if any, and SCAG may deduct from any moneys due or thereafter may become due to CITY, the difference between the price named in the Agreement and the actual cost thereof to SCAG to cure CITY's breach of this Agreement.