

**COVER PAGE
MEMORANDUM OF UNDERSTANDING
No.**

SCAG Overall Work Program (OWP) No:

Pass-Through Award No:

Pass-Through Award Date:

Pass-Through Agency Contact:

Project Participant Name:

Project Participant's DUNS No:

Total Amount of Funds Obligated to the Project Participant:

Subaward Period of Performance Start Date:

Subaward Period of Performance End Date:

Type of Contract: Project Specific

Method of Payment: (Reference Invoicing Section #)

Subaward Project Title:

Subaward Project Description:

MEMORANDUM OF UNDERSTANDING
No. M-XXXX

BETWEEN
PROJECT PARTICIPANT AND
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
FOR THE LAST MILE FREIGHT PROGRAM
(Project/OWP #)

This Memorandum of Understanding (“MOU”) is by and between the **Southern California Association of Governments** (“SCAG”) and NAME AND TYPE OF LEGAL ENTITY, subsequently herein referred to as the “PROJECT PARTICIPANT,” for the **PROJECT TITLE** (“Project”) under the Last Mile Freight Program (“Program”). SCAG and the PROJECT PARTICIPANT are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS

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

WHEREAS, The Mobile Source Air Pollution Reduction Review Committee (“MSRC”) created a Regional Goods Movement Program which includes a Program component for last-mile project commercial deployment;

WHEREAS, SCAG proposed to serve as implementer of the last-mile project commercial deployment Program and establish a call-for-projects process, focusing on the purchase and commercial deployment of zero-emission or near-zero emission (ZE/NZE) heavy and/or medium duty on road trucks and supporting infrastructure;

WHEREAS, as part of SCAG’s Connect SoCal (2020-2045 RTP/SCS), the Accelerated Electrification strategy is a key component of the Program seeking to de-carbonize or electrify vehicles including those within goods movement;

WHEREAS, on October 1, 2020, the Regional Council approved Resolution No. 20-625-2 to authorize acceptance of \$10,000,000 in grant funds from the South Coast Air Quality Management District (“South Coast AQMD”) for the Program;

WHEREAS, SCAG programmed the total amount of \$10,000,000 into its applicable Overall Work Program (“OWP”), which is comprised of Assembly Bill 2766 (“AB2766”) MSRC funds in the amount of **\$XX,XXX** for this Project;

WHEREAS, the purpose of this MOU is for SCAG to provide AB2766/MSRC Grant funding (“Grant Funds”) to the PROJECT PARTICIPANT in order to complete the Project;

WHEREAS, pending approval by SCAG, the Project will involve procurement by the PROJECT PARTICIPANT of eligible equipment or goods identified in the Scope of Work, attached hereto and subsequently herein referred to as “Exhibit A,” using the funds identified in the Project Schedule and Funding Chart, attached hereto and subsequently herein referred to as “Exhibit B,” and in accordance with the terms and conditions of this MOU;

WHEREAS, the PROJECT PARTICIPANT intends to procure capital investment, in which the total funding contribution from all parties shall not exceed \$XX,XXX, including fifty percent match;

WHEREAS, the PROJECT PARTICIPANT will provide a **CASH/IN-KIND** match in the total amount of \$XX,XXX for the Project as identified in Exhibit B;

WHEREAS, the PROJECT PARTICIPANT’s designated project manager, in coordination with SCAG’s designated project manager, will ensure the Scope of Work described in Exhibit A is performed;

WHEREAS, all obligations of SCAG under this MOU are subject to the availability of AB2766 funds;

WHEREAS, this MOU shall supersede and replace any previous agreements between SCAG and PROJECT PARTICIPANT related to the Project described herein; and

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. MOU

This MOU is comprised of these terms and conditions and any attached Exhibits, and may be amended only by written agreement between SCAG and the PROJECT PARTICIPANT. Such terms and conditions may be subject to change. The Recitals to this MOU are also incorporated herein by this reference.

2. Scope of Work

- a. The PROJECT PARTICIPANT agrees to perform the Scope of Work described in Exhibit A, in accordance with all terms and conditions of this MOU and applicable State and Federal requirements.

- b. SCAG shall only be obligated to make payment to the PROJECT PARTICIPANT for work performed or costs incurred as part of Exhibit B, and in accordance with the terms of this MOU, up to the maximum amount of **X DOLLARS (\$XX,XXX)**.
- c. The PROJECT PARTICIPANT shall procure goods, equipment, vehicles and services in accordance with its procurement policy, at reasonable cost, in accordance with good business practices and in compliance with the terms of this MOU.
- d. The PROJECT PARTICIPANT shall be responsible for performing the Scope of Work described in Exhibit A, with reports provided to SCAG's Project Manager. PROJECT PARTICIPANT shall execute valid, enforceable contracts with any consultants, contractors or vendors engaged by PROJECT PARTICIPANT for any portion of the Scope of Work ("Contractor"). The PROJECT PARTICIPANT's Project Manager shall submit invoices to SCAG for reimbursement. SCAG shall maintain final approval authority of all PROJECT PARTICIPANT's invoices related to this MOU.
- e. SCAG's Project Manager shall have final approval of all deliverables;
- f. Both Parties' Project Managers shall be provided with copies of all draft and final working documents as soon as available;
- g. Both Parties' Project Managers shall have equal access to all information and materials generated by the Contractor in the performance of the project.

3. Term

The Term of this MOU shall begin on the Effective Date of the MOU and continue until June 30, 2023, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. The project must be operational, and/or construction started prior to December 31, 2022. Vehicle or equipment projects must be in operation and construction projects must commence before the deadline noted above. Once the project is fully operational, a minimum of six months operations and data collection will be required. The applicant must submit the required data with the progress reports and final report.

4. Program Management

- a. All work under this MOU shall be coordinated with SCAG and the PROJECT PARTICIPANT through the Project Managers.
 - 1) For purposes of this MOU, SCAG designates the following individual as its Project Manager:

Scott Strelecki
(213) 236-1893
Strelecki@scag.ca.gov

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

- 2) For purposes of this MOU, the PROJECT PARTICIPANT designates the following individual as its Project Managers:

Name, Title
(XXX) XXX-XXXX
email@example.com

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

5. Funding

- a. The Parties agree and acknowledge that the total value of the Project is \$XX,XXX, as follows:

Grant Funds (AB2766): \$ XX,XXX
Cash Match Contribution: \$ XX,XXX
In-kind Match Contribution: \$ XX,XXX

As used above, match refers to cash or contributions to be provided by PROJECT PARTICIPANT.

- b. Except as expressly provided herein, SCAG shall commit to the Project up to the maximum amount of Grant Funds during the term of this MOU. SCAG shall only be obligated to make payment to the PROJECT PARTICIPANT for work provided and vehicles and equipment procured pursuant to Exhibits A and B as set forth under this MOU. Payment shall not be made prior to completion of the Project and approval of the Project invoice by SCAG and SCAQMD, as further set forth in this MOU.
- c. Cost reimbursement for the Project is subject to the inclusion and funding agency approval of this Project in SCAG's OWP for each applicable fiscal year. SCAG reserves the right to terminate this MOU in accordance with Section 27 (Termination of MOU) and/or to amend this MOU to reflect any reduction in funds.
- d. Notwithstanding any other provision of this MOU, SCAG shall have no obligation to reimburse PROJECT PARTICIPANT for any Project costs unless and until

SCAQMD has provided the Grant Funds to SCAG. SCAG shall not be liable to PROJECT PARTICIPANT for any delays or failure of SCAQMD to provide the Grant Funds obligated to PROJECT PARTICIPANT hereunder.

6. Match

The PROJECT PARTICIPANT shall provide **AMOUNT (\$XX,XXX)** of match in support of work for the Project, in accordance with the terms and conditions of this MOU, including but not limited to Section 8 (Invoices, Progress Reports and Match Reports) and Section 9 (Cost Principles), and Exhibits B and C. Match must be submitted proportionately to expenses at the time of invoice submittal.

7. Indirect Costs

Grant Funds may not be used for indirect costs, overhead, or administrative expenses directly incurred by the PROJECT PARTICIPANT associated with applying for the Program funding opportunity or the completion of the Project.

8. Invoices and Progress Reports

- a. Upon Project completion (excluding any extended data reporting requirements as set forth in the Scope of Work), the PROJECT PARTICIPANT shall invoice SCAG using the Invoice Form, attached hereto and subsequently herein referred to as “Exhibit C,” for eligible Project expenses sought to be reimbursed for up to, but not to exceed the maximum amount obligated by SCAG. The invoice shall be accompanied by progress reports herein referred to as “Exhibit D,” proof of vehicle/ infrastructure purchase/completion and revenue service deployment. The final report herein referred to as “Exhibit E” shall describe if the Project is deemed complete, as identified in the Scope of Work. The purpose of the final report is to allow SCAG to determine if the PROJECT PARTICIPANT has completed the activities identified in the Scope of Work, in accordance with the agreed upon Schedule. SCAG’s Project Manager shall have the right to review the PROJECT PARTICIPANT’s charges and final report. All costs associated with the Project shall be identified on the invoice with proper backup, including proof of payment to vendor, along with documentation of the match paid by the PROJECT PARTICIPANT with itemized invoices directed to Accounts Payable at accountspayable@scag.ca.gov (file cannot exceed 10MB). SCAG may withhold 10% of the Grant Funds until all extended data reporting requirements have been met.
- b. In performing In-Kind services, the PROJECT PARTICIPANT may incur In-Kind match costs. Said costs shall comply with Section 9 (Cost Principles) below and

- shall serve as the only costs for which the PROJECT PARTICIPANT has a right to report as In-Kind services.
- c. Relative to an invoice, the PROJECT PARTICIPANT shall submit the following using the sample provided in Exhibit C:
- 1) An itemized invoice with the following information included, but not limited to; Name of Project, Description of Services Provided and/or goods procured, Period of the Service Performed, Contractor Name if applicable Total Cost Incurred, and the following,: Actual Hourly Pay Rates, Total Hours Worked;
 - 2) Charges for equipment, material, and supply costs, Consultant, and other charges, as applicable, must be itemized by PROJECT PARTICIPANT. Reimbursement for equipment, material, supplies, Consultants, and other charges, as applicable, shall be made at actual cost.
 - 3) Proof of payment for the local match portion of work.
 - 4) Upon request of SCAG, the PROJECT PARTICIPANT shall provide additional information or documentation to support the costs contained in the invoice within thirty (30) calendar days.
- d. All costs charged pursuant to this MOU shall be supported by properly executed payrolls showing labor (wage) rates per hour, copies of time records, including complete timesheets or timecards signed by the employee and approved by the supervisor; invoices and vouchers, evidencing in proper detail the nature of the charges, or other documentation requested by SCAG.
- e. All eligible costs submitted for reimbursement shall be paid following approval by SCAG and SCAQMD of a properly submitted invoice. Except as otherwise provided in this MOU, SCAG shall endeavor to make payment for undisputed costs within 75 days of a properly submitted invoice.
- f. On a quarterly basis, the PROJECT PARTICIPANT shall submit a Quarterly Report in the format to be reasonably accepted by SCAG. The Quarterly Report shall include, in narrative form, a description of progress toward completion of tasks related to the Project and a reporting of all costs incurred regarding the Project. Information regarding the PROJECT PARTICIPANT's match for the project shall also be included in the report.
- g. Grant funds may not be used for travel costs directly incurred by the PROJECT PARTICIPANT associated with applying for the Program or the completion of the project.

- h. On all documents submitted to SCAG for the Project, including Invoices and Quarterly Reports, the Project Number **XXXX** shall be referenced from the Effective Date through June 30, 2023.
- i. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. The PROJECT PARTICIPANT agrees to submit all invoices to SCAG for services rendered through June 30th, and no later than July 21st during the MOU's term.

9. Cost Principles

- a. The PROJECT PARTICIPANT agrees to comply with the following:
 - 1) The Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments") and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards shall be used to determine the acceptability of individual project cost items; and
 - 2) The PROJECT PARTICIPANT agrees, and will require that its Consultant be obligated to agree, that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items; and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The PROJECT PARTICIPANT and every consultant 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 the PROJECT PARTICIPANT receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, SCAQMD 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 the PROJECT PARTICIPANT within thirty (30) calendar days of the PROJECT PARTICIPANT receiving notice of audit findings and a written demand for reimbursement from SCAG. Should the PROJECT PARTICIPANT fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the PROJECT PARTICIPANT.

- c. All costs reported by the PROJECT PARTICIPANT in Exhibit B, shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature of the charges, and shall be costs allowable under the Cost Principles cited above in Section 9(a).

10. Applicable Laws

The PROJECT PARTICIPANT agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Project. The PROJECT PARTICIPANT must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Project term. The PROJECT PARTICIPANT shall ensure that the provisions of this clause are included in all subcontracts.

11. Ownership

Except as otherwise provided in this MOU, title and full ownership rights to any vehicles and equipment purchased under this MOU shall at all times remain with PROJECT PARTICIPANT.

12. Security Interest

The PROJECT PARTICIPANT hereby grants SCAQMD a security interest in any and all vehicles and equipment purchased, in whole or in part, with funding provided by SCAQMD pursuant to this MOU. The PROJECT PARTICIPANT acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all vehicles and equipment purchased in whole or in part by the PROJECT PARTICIPANT, under this MOU or any amendments hereto. SCAQMD shall have lien rights in effect until the PROJECT PARTICIPANT satisfies all terms under this MOU, including but not limited to, the use and reporting requirements. Accordingly, the PROJECT PARTICIPANT further agrees that SCAG is authorized to file a UCC filing statement or similar security instrument to secure its interests in the vehicles and equipment that are the subject of this MOU. In the event the PROJECT PARTICIPANT files for bankruptcy protection, the PROJECT PARTICIPANT shall notify SCAG and SCAQMD within 10 business days of such filing. SCAG shall have the right to enforce security interests to protect the Grant Funds in the event the PROJECT PARTICIPANT does not or is unable to fulfill its obligations under this MOU.

13. Disclaimer of Warranty

The purchase or lease of Grant Funded vehicles/equipment is the PROJECT PARTICIPANT's decision. Neither SCAG nor SCAQMD make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, neither SCAG nor

SCAQMD will be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment under this MOU.

14. Mobile Source Emission Reduction Credits (MSERCs)

The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold. The Grant Funds are AB 2766 Discretionary Funds.

PROJECT PARTICIPANT has the opportunity to generate MSERCs as a by-product of the Project if a portion of the air quality benefits attributable to the Project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by Project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the Project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. PROJECT PARTICIPANT would then receive the balance of the MSERCs not associated with AB 2766 funding.

15. Written and Electronic Versions of Work Products

- a. For purposes of this MOU, "Work Products" shall mean any non-capital equipment deliverables, including reports, data files, newsletters or any other written or electronic materials provided pursuant to the Scope of Work described in Exhibit A.
- b. The PROJECT PARTICIPANT shall submit one (1) electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.
- c. SCAG and South Coast AQMD shall own all Work Products and shall grant to the PROJECT PARTICIPANT 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 the PROJECT PARTICIPANT'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 the PROJECT PARTICIPANT's request therefor.
- d. Subject to the California Public Records Act, all confidential deliverables and related materials shall also be held confidential by Contractor, if applicable. The PROJECT PARTICIPANT shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the PROJECT PARTICIPANT treats its confidential information, but in no case less than reasonable care. Nothing furnished to the PROJECT PARTICIPANT or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.

16. MOU Changes

- 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. SCAG may request, at any time, amendments to this MOU and will notify the PROJECT PARTICIPANT regarding such changes. Within ten (10) calendar days from the date of the written notice, the PROJECT PARTICIPANT shall notify SCAG of the impact of such changes on the Scope of Work or Project Schedule and Funding Chart. 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 27(a) of this MOU.

17. Notices

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

To SCAG:

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

To PROJECT PARTICIPANT: **Name**
Title
Agency
Address
City, CA ZIP
Phone: (XXX) XXX-XXXX
Email:

18. Hold Harmless

- a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, the PROJECT PARTICIPANT undertakes and agrees to defend, indemnify, and hold harmless SCAG, South Coast AQMD and any of their directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SCAG's and South Coast AQMD's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions or violations of law by the PROJECT PARTICIPANT, its employees, Contractors agents in connection with its activities in pursuing the Project or under this MOU. The PROJECT PARTICIPANT further agrees to require its Contractors to provide indemnification for SCAG and South Coast AQMD to the same extent as the PROJECT PARTICIPANT, in the contract(s) between the PROJECT PARTICIPANT and its Contractors for work related to this MOU.
- b. The PROJECT PARTICIPANT further agrees to reimburse SCAG for claims, demands, costs or liability associated with the incomplete performance of work contained in Exhibits A and B in the event of breach or termination of this MOU by the PROJECT PARTICIPANT, or termination for cause of this MOU by SCAG.

19. Records Retention and Audits

- a. The PROJECT PARTICIPANT shall maintain all source documents, books and records connected with the Project under this MOU and each annual SCAG OWP for a minimum of four (4) years from the date audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available for inspection and audit by representatives of SCAG, SCAQMD, the State, the Bureaus of State Audits, or the Federal Government upon request. Copies shall be made and furnished by SCAG upon request at no cost to SCAG.
- b. SCAG shall maintain all source documents, books and records connected with the Project under this MOU for a minimum of four (4) years, and shall make all supporting information available for inspection and audit by representatives of the PROJECT PARTICIPANT, SCAQMD, the State, the Bureaus of State Audits, or

- the Federal Government upon request. Copies shall be made and furnished by the PROJECT PARTICIPANT upon request at no cost to the PROJECT PARTICIPANT.
- c. The PROJECT PARTICIPANT shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support invoices which segregate and accumulate the costs of work elements by line item and produce Progress Reports which clearly identify reimbursable costs and other expenditures by OWP work elements.
 - d. If applicable, the PROJECT PARTICIPANT agrees to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the PROJECT PARTICIPANT in compliance with Office of Management and Budget Circular A-133. The PROJECT PARTICIPANT 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.

20. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and consultants (vendors) 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 (e.g. 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. If applicable, as determined by the PROJECT PARTICIPANT, the PROJECT PARTICIPANT shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The PROJECT PARTICIPANT is responsible for determining

whether written notice of their obligations under this clause must be provided to labor organizations.

- d. 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.

21. Citizenship and Alien Status

- a. The PROJECT PARTICIPANT warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). The PROJECT PARTICIPANT shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. The PROJECT PARTICIPANT shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this MOU to ensure continued compliance with all federal statutes and regulations. Notwithstanding the above, The PROJECT PARTICIPANT, in the performance of this MOU, shall not discriminate against any person in violation of 8 USC Section 1324b.
- b. The PROJECT PARTICIPANT shall retain such documentation for all covered employees for the period described by law. The PROJECT PARTICIPANT shall indemnify, defend, and hold harmless SCAG, South Coast AQMD and their officers and employees from employer sanctions and other liability which may be assessed against the PROJECT PARTICIPANT, SCAG, South Coast AQMD, or any of them in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this MOU.

22. Prevailing Wages

The PROJECT PARTICIPANT is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq., and the compliance monitoring and enforcement of such requirements by the Department of Industrial Relations (“DIR”). The PROJECT PARTICIPANT and all their applicable consultants must comply with the California Public Works Contractor Registration Program and must be registered with the DIR to participate in public works projects. The PROJECT PARTICIPANT shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable

prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its sub-consultants. Proof of compliance with these requirements must be provided to SCAG upon request. The PROJECT PARTICIPANT shall indemnify, defend and hold harmless SCAG and the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

23. Conflict of Interest

The Parties shall comply with Federal and State conflict of interest laws, regulations and policies.

24. Independent Consultants

The PROJECT PARTICIPANT and its Consultant(s), officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG. SCAG will not supervise, direct, or have control over, or be responsible for, PROJECT PARTICIPANT's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

25. Disputes

Except as otherwise provided in this MOU, if a dispute arises between the Parties to this MOU, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:

- a. A meeting shall be held promptly between the Parties that will be attended by the PROJECT PARTICIPANT's Project Manager and SCAG's Project Manager as well as individuals with decision-making authority (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.
- b. If the Parties are unsuccessful in resolving the dispute under (a) above, they may:
 - 1) agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or
 - 2) initiate litigation following advance written notice to the other Party of not less than thirty (30) days.
- c. If any party should bring a legal action against the other to enforce the terms of this MOU, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, as determined by a court of competent jurisdiction in said proceeding.

26. Noncompliance

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

27. Termination of MOU

a. Termination for Convenience.

SCAG may terminate this MOU at any time by giving written notice to the PROJECT PARTICIPANT of termination at least thirty (30) calendar days before the effective date of such termination. In such event, PROJECT PARTICIPANT shall be paid in accordance with this MOU only for work performed prior to the effective date of termination, and approved for reimbursement by SCAQMD, in its sole discretion. In such event, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.

b. Termination for Cause.

In the event any party fails to comply with any term or condition of this MOU or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Exhibit A, this failure shall constitute a breach of this MOU. The non-breaching party shall notify the breaching party that it must cure this breach within thirty (30) days or if cure cannot be completed within such thirty (30) day period, that it must commence and diligently pursue cure. If the breach is not cured within such period, the non-breaching party may provide written notification of termination of this MOU for cause. The non-breaching party reserves all rights under law and equity to enforce this MOU and recover damages.

c. Early Termination

This MOU may be terminated early, in whole or in part, upon approval of SCAG and SCAQMD due to the following circumstances: The infrastructure identified in Exhibit A, becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by the PROJECT PARTICIPANT's negligence, misuse, or malfeasance.

d. Stop Work

SCAG may, at any time, by written notice to the PROJECT PARTICIPANT, require the PROJECT PARTICIPANT to stop all or any part of the SCOPE OF WORK tasks in this MOU. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, the PROJECT PARTICIPANT shall immediately take all necessary steps to comply

with the order. The PROJECT PARTICIPANT shall resume the work only upon receipt of written instructions from SCAG cancelling the stop work order. The PROJECT PARTICIPANT agrees and understands that it will not be paid for performing work while the stop work order is in effect, unless SCAG agrees to do so in its written cancellation of the stop work order.

28. Non-Assignment

- a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU. Any assignment without such written consent shall be void and unenforceable.
- b. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

29. 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.

30. Release of Information

The PROJECT PARTICIPANT 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 required by law and with prior written notice to SCAG.

31. Survival

The following sections survive expiration or termination of this MOU:

Section 15 (Electronic Version of Work Products)
Section 18 (Hold Harmless)
Section 25 (Disputes)
Section 30 (Release of Information)

Whether or not identified above, any other section that by its nature is intended to survive expiration or termination of this MOU, shall survive.

32. Insurance

The PROJECT PARTICIPANT shall procure and maintain throughout the Term of this MOU the minimum required insurance, as set forth below, against claims for injuries to persons, or damages to property, which may arise from or in connection with the performance of the work hereunder by the PROJECT PARTICIPANT, its employees, Contractors, agents, or representatives.

- a. Minimum Scope of Insurance – Coverage shall be at least as broad as:
 - 1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
 - 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
 - 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - 4) Professional Liability (Errors and Omissions) insurance appropriate to the PROJECT PARTICIPANT employees' profession.
- b. Minimum Limits of Insurance – The PROJECT PARTICIPANT shall maintain limits no less than:
 - 1) General Liability: \$1,000,000 per occurrence, and \$2,000,000 in a general aggregate prior to commencement of any work on this MOU. SCAG and South Coast AQMD shall be named as additional insureds on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by the PROJECT PARTICIPANT to SCAG.
 - 2) Automobile Liability: shall furnish evidence to SCAG of automobile liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries, and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this MOU. SCAG and South Coast AQMD shall be named as additional insureds on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by the PROJECT PARTICIPANT to SCAG.
 - 3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 for each accident.
 - 4) Professional Liability Insurance: With limits of not less than \$5,000,000 per occurrence. In addition, it shall be required that the professional liability

insurance policy remain in effect for six (6) months after the Completion Date of this MOU.

- c. Other Insurance Provisions – The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) SCAG, South Coast AQMD and their subsidiaries, officials and employees are to be covered as additional insureds, excluding automobile, as the PROJECT PARTICIPANT, products and completed operations of the PROJECT PARTICIPANT; premises owned, occupied or used by the PROJECT PARTICIPANT; or automobiles owned leased, hired or borrowed by the PROJECT PARTICIPANT. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, AQMD, or their members, subsidiaries, officials or employees.
 - 2) For any claims related to this project, each PROJECT PARTICIPANT's insurance coverage shall be primary insurance as respects SCAG, South Coast AQMD, and their members, subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCAG or South Coast AQMD shall be in excess of the PROJECT PARTICIPANT's insurance and shall not contribute to it.
 - 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, South Coast AQMD, or their members, subsidiaries, officials and employees.
 - 4) The PROJECT PARTICIPANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG, South Coast AQMD, and their members, subsidiaries, officials and employees as additional insureds, or provide a waiver of subrogation.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- f. Verification of Coverage – The PROJECT PARTICIPANT 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. As an alternative, the PROJECT PARTICIPANT may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

33. Assignment and Transfer of Equipment

The rights and responsibilities granted hereby including, but not limited to, any vehicles or equipment procured under this MOU, may not be assigned, sold, licensed, or otherwise transferred by the PROJECT PARTICIPANT during the MOU term without the prior written consent of SCAG, and any attempt by the PROJECT PARTICIPANT to do so shall be void upon inception. If the PROJECT PARTICIPANT makes an unauthorized assignment, sale, or other transfer of rights in any vehicles or equipment procured under this MOU during the MOU term, SCAG may require repayment of all or a portion of the Grant Funds, as determined by SCAG in its discretion, or as may be required by SCAQMD.

34. Tax Implications from Receipt of Grant Funds

PROJECT PARTICIPANT is advised to consult a tax attorney regarding potential tax implications from receipt of the Grant Funds.

35. Jurisdiction and Venue

This MOU shall be deemed an Agreement under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

36. 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.

37. Standard of Care

The Parties and Consultant shall perform the work required for the production of the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

38. Force Majeure

Neither the PROJECT PARTICIPANT, SCAG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of

services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the PROJECT PARTICIPANT, SCAG or Consultant.

39. Execution of MOU or Amendment

This MOU may be signed in counterparts, each of which shall constitute an original. A manually signed copy of this MOU which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature.

40. Effective Date

The Effective Date of this MOU shall mean the date (meaning the last date indicated below) that the Parties have fully executed this MOU.

41. Entire MOU

This MOU, including the attached Exhibits A through E, 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.

[Signatures on Following Page]

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

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

Agency

By: _____
Name
Title
Date

APPROVED AS TO FORM:

By: _____
Name:
Title: Date

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

By: _____
Cindy Giraldo
Chief Financial Officer Date

APPROVED AS TO FORM:

By: _____
Michael Houston
Chief Counsel Date

Exhibit A Scope of Work

Sample & Instructions

Below is the sample Scope of Work template. Every application is required to include tasks 1.1-1.4. Tasks 1.5-1.7 will be based on project types. Every application should also include task 2 and 3. Task 3 will begin once the vehicle and/or infrastructure is in operation and requires a minimum of six months of service before the final report can be submitted.

TECHNICAL TASK LIST

<Insert the Task numbers and Task names for your Grant Agreements.>

Task #	Task Name
1	Administration
2	Capital Acquisition
3	Data Reporting

KEY NAME LIST

<Insert the Task numbers and the Key names for each Task in your Project. Include Key names only if the value of the project would significantly change without those personnel, subcontractors, or partners. Add additional lines as needed. Alternatively, you may delete this table if there are no key names.>

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	<Name>	<Name>	<Name>
2	<Name>	<Name>	<Name>
3	<Name>	<Name>	<Name>

GLOSSARY

Specific terms and acronyms used throughout this scope of work/work plan are defined as follows:

Term/ Acronym	Definition
Project Participant	Project Participant means Recipient or Grantee of the grant. All three terms are used to mean the same thing.
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
MSRC	Mobile Source Reduction Review Committee

Goals of the Grant Agreements:

The goals of the Program are as follows:

1. Achieve immediate emissions reductions for NO_x and PM_{2.5} from commercially deployed vehicles/equipment and facilitate supporting infrastructure.
2. Inform both industry and the public regarding ZE/NZE vehicle/equipment and supporting infrastructure performance, and how this information can be used to scale emissions reductions to contribute to regional air quality goals.
3. Provide private operators and the public with information on return on investment (ROI) and cost-effectiveness insights into ZE/NZE vehicle/equipment and infrastructure operations, maintenance, and reliability.
4. Create greater transparency regarding the need for public versus private ZE/NZE supporting infrastructure; and
5. Inform the needs and/or help address the challenges to significantly scale ZE/NZE vehicles/ equipment and infrastructure in the region.
6. Achieve geographic funding diversity and ensure that the LFMP provides economic and environmental benefits across the entire region.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing the Grant Agreements. The SCAG project manager and Project Participant will discuss terms of the agreement and provide clarification of any questions the Project Participant may have.

The Project Participant shall:

- Attend a “Kick-Off” meeting with the SCAG. The Project Participant shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Project Participant or specifically requested by the SCAG to this meeting.
- Discuss the following administrative and technical aspects of the Grant Agreements:

- Grant Agreements' Terms and Conditions (MOU)
- Match fund documentation (Task 1.5) No reimbursable work may be done until this documentation is in place.
- Permit documentation (Task 1.6)
- Subcontracts needed to carry out project (Task 1.7)
- An updated Schedule of Products and Due Dates/Milestones (Budget Schedule)
- Quarterly Progress Reports (Task 1.3)
- Final Report (Task 1.4)

Project Participant Products:

- Updated Schedule of Products and Due Dates/Milestones
- Updated List of Match Funds
- Updated List of Permits
- Schedule for obtaining vehicle or infrastructure, if not already procured

SCAG Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Final Meeting

The goal of this task is to close out the Grant Agreements.

The Project Participant shall:

- Meet with SCAG staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of the Grant Agreements.

This meeting will be attended by, at a minimum, the Project Participant, and SCAG project manager. The technical and administrative aspects of the Grant Agreements closeout will be discussed at the meeting.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Grant Agreements, and recommendations for improvements.

The administrative portion of the meeting shall be a discussion with the Project Participant about the following Agreement closeout items:

- What to do with any equipment purchased

- Request for specific data (not already provided in Agreement products)
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for the Grant Agreements.

Products:

- Written documentation of the Project Participant having met the Grant Agreements' requirements
- Schedule for completing closeout activities

Task 1.3 Quarterly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of the Grant Agreements on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Project Participant shall:

- Prepare a Quarterly Progress Report which summarizes all of the Grant Agreements' activities conducted by the Project Participant for the reporting period, including an assessment of the ability to complete the Grant Agreements within the current budget and any anticipated cost overruns. Each progress report is due to SCAG within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Exhibit E in the MOU.
- In the first Quarterly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress.
- If vehicles have been acquired and operational, Project Participant will submit the progress report (Exhibit E) with relevant attachments. The progress report will be submitted with an itemized invoice.

Product:

- Quarterly Progress Reports

Task 1.4 Final Report

The goal of the Final Report is to assess the project's success in achieving the Grant Agreements' goals and objectives.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and lessons learned; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements.

The Final Report shall be a public document. If the Project Participant has obtained confidential status from SCAG and will be preparing a confidential version of the Final Report as well, the Project Participant shall perform the following activities for both the public and confidential versions of the Final Report.

The Project Participant shall:

- Prepare an Outline of the Final Report, if requested by the SCAG project manager.
- The Final Report must be completed at least 60 days before the end of the Grant Agreements' terms.
- Submit one electronic copy to the SCAG project manager with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.5 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for the Grant Agreements are obtained and applied to the Grant Agreements during the term of the Grant Agreements.

Match funds shall be spent concurrently with SCAG funds for each task during the term of the Grant Agreements. Match funds must be identified in writing and the associated commitments obtained before the Project Participant can incur any costs for which the Project Participant will request reimbursement.

The Project Participant shall:

- Prepare a letter documenting the match funding committed to the Grant Agreements and submit it to SCAG at least 15 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to SCAG awarding the Grant Agreements and none have been identified at the time the Grant Agreements starts, then state such in the letter. If match funds were a part of the proposal that led to SCAG awarding the Grant Agreements, then provide in the letter a list of the match funds that identifies the:

- Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
- Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or allowable real property, the Project Participant shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant, a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Grant Agreements if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports.
- Provide the appropriate information to the SCAG project manager if during the course of the Grant Agreements additional match funds are received.
- Notify SCAG within 10 days if during the course of the Grant Agreements existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Grant Agreements and may trigger reduced funding.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.6 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under the Grant Agreements in advance of the date they are needed in order to keep the Grant Agreements' schedules on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under the Grant Agreements. Although the SCAG budgets for this task will be zero dollars, the Project Participant shall budget match funds for any expected expenditures associated with obtaining permits. ***Permits must be identified in writing and obtained before the Project Participant can make any expenditure for which a permit is required.***

The Project Participant shall:

- Prepare a letter documenting the permits required to conduct the Grant Agreements and submit it to the SCAG project manager at least 15 working days prior to the kick-off meeting. If there are no permits required at the start of the Grant Agreements, then state such in the letter. If it is known at the beginning of the Grant Agreements that permits will be required during the course of the Grant Agreements, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Project Participant will follow in applying for and obtaining these permits.
- Discuss vehicle procurement and the schedule for obtaining them at the kick-off meeting should the vehicle manufacturer not already have them for each vehicle make and model being piloted.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule, and the copies of the permits. The implications to the Grant Agreements if the permits are not obtained in a timely fashion or are denied will also be discussed.
- If during the course of the Grant Agreements additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the SCAG project manager.
- As permits are obtained, send a copy of each to the SCAG project manager.
- If during the course of the Grant Agreements the permits are not obtained on time or are denied, notify the SCAG project manager within 5 working days.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)

- Updated list of permits as they change during the term of the Grant Agreements (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Grant Agreements (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.7 Obtain and Execute Subcontracts

The goal of this task is to ensure the Project Participant to procure subcontractors that might be required to carry out the tasks under the Grant Agreements consistent with the Grant Agreements' Terms and Conditions and the Project Participant's own procurement policies and procedures. It will also provide SCAG an opportunity to review the subcontracts to ensure that the tasks are consistent with the Grant Agreements, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Project Participant shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under the Grant Agreements to SCAG for review.
- Submit a final copy of the executed subcontract.
- If Project Participant decides to add new subcontractors, then the Project Participant shall notify the SCAG project manager.

Products:

- Letter describing the subcontracts needed or stating that no subcontracts are required.
- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 Capital Acquisition

The goal of this task is to ... *<Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum.>*

The Project Participant shall:

- *<Insert verb in active tense ... complete the sentence.>*
- *<Insert verb in active tense ... complete the sentence.>*
- *<Etc. See instructions>*

Products:

*<Products incorporate the knowledge and understanding gained by performing the activities and are **submitted to SCAG** for review, comment and approval. Products include, but are not limited to, written reports that describe methods, test plans, results of testing, analysis of data, conclusions, and recommendations for future study, workshop agendas and summaries, description and photographs of equipment/product developed, summaries of advisory group meetings, computer software with written instructions for data input and use of the software. For each product there must be a bullet under “The Project Participant Shall:” explaining it in more detail.>*

- *<Insert 1st product (name only) and include draft and final versions as necessary>*
- *<Insert 2nd product (name only) and include draft and final versions as necessary>*

Task 3 DATA COLLECTION AND ANALYSIS

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in the Final Report.

The Project Participant shall:

- Identify Capital Acquisition
- Provide data required in Exhibit D- Quarterly Progress Report
- Provide required attachments to substantiate information provided in Exhibit D of the MOU.

Products:

- Final Report.
- Data collection submitted to SCAG with quarterly progress reports.

Exhibit B Project Schedule and Funding Chart

Applicant:		Sub-Applicant:																									
		Fund Source				FY 20/21			FY 21/22			FY 22/23			Deliverables												
Task Number	Task Description	Responsible Party	Total Cost	Grant Amount	Cash Match	In-Kind Match	A	M	J	J	A	S	O	N		D	J	F	M	A	M	J	J	A	S	O	N
1 (Example: Project Management)			50.00																								
	(Sub-Task Activity 1)		50.00																								
	(Sub-Task Activity 2)		50.00																								
	(Sub-Task Activity 3)		50.00																								
2 (Example: Design/Plan)			50.00																								
	(Sub-Task Activity 1)		50.00																								
	(Sub-Task Activity 2)		50.00																								
	(Sub-Task Activity 3)		50.00																								
3 (Example: Permit)			50.00																								
	(Sub-Task Activity 1)		50.00																								
	(Sub-Task Activity 2)		50.00																								
	(Sub-Task Activity 3)		50.00																								
4 (Example: Acquire/Drive/Construction)			50.00																								
	(Sub-Task Activity 1)		50.00																								
	(Sub-Task Activity 2)		50.00																								
	(Sub-Task Activity 3)		50.00																								
5 (Example: Deployment/Implementation)			50.00																								
	(Sub-Task Activity 1)		50.00																								
	(Sub-Task Activity 2)		50.00																								
	(Sub-Task Activity 3)		50.00																								
6 (Example: Post Implementation Reporting)			50.00																								
	(Sub-Task Activity 1)		50.00																								
	(Sub-Task Activity 2)		50.00																								
	(Sub-Task Activity 3)		50.00																								
TOTALS				50.00	50.00	50.00	50.00																				

Note: Each task that contains a grant amount must have a proportionate 1:1 local cash match amount. Eligible grant activities include vehicle acquisition/infrastructure construction costs.

SAMPLE

Exhibit C Invoice Form

Email Invoice to:
Accountspayable@scag.ca.gov
Invoice Period: _____
Cindy Giraldo
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd. Suite 1700
Los Angeles, CA 90017

Date: _____
Invoice #: _____

MOU#: _____
OWP#: _____
Project Title: _____

<i>Cost Categories</i>	<i>Budget</i>	<i>YTD Progress Completion</i>	<i>Earned to Date</i>	<i>Previously Invoiced</i>	<i>Current Invoice Total</i>	<i>Balance</i>
<u>Task 1</u>						
Task 1.1 - Project Kick off meeting	\$	0%	\$	\$	\$	\$
Task 1.2 - Project Coordination	\$	0%	\$	\$	\$	\$
<u>Task 2</u>						
Task 2.1 -	\$	0%	\$	\$	\$	\$
	\$	0%	\$	\$	\$	\$
	\$	0%	\$	\$	\$	\$
<u>Task 3</u>						
	\$	0%	\$	\$	\$	\$
	\$	0%	\$	\$	\$	\$
	\$	0%	\$	\$	\$	\$
TOTAL	\$		\$	\$ -	\$ -	\$ -

Please send check to:
Agency Name
Address

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Authorized Official

Title

Name

Date

Exhibit D Progress Report Template

Project participant will be required to submit progress reports on a quarterly basis. Project Participant will fill out Section B and/or C. "Post- Acquisition", only once the project is in operation. Service operation is required for a minimum of six months before the final report can be submitted.

Section A: Project Summary

Project Participant[Control]	Contact Name [Control]
Project Title [Control]	Contact Email [Control]
Project Number [Control]	Performance Period [Control]
Report Number [Control]	Reporting Period [Control]

Status:

Based on the approved schedule contained in Exhibit A, indicate if you are on schedule and capable of completing all the tasks identified in the Scope of Work. If you are behind schedule indicate by how much, the reasons for the delay and the actions you plan to take as a result to ensure the primary project objectives are met within the terms of the grant contract.

Progress:

Task	Task Title	Jul.	Aug.	Sept.	Total
Task 1	Sample Task	0%	0%	50%	50%
Task 2					
Task 3					
Task 4					
Task 5					

Section B: Post-Acquisition (Vehicle)

If your project does not have a vehicle acquisition component and is solely infrastructure, use "Section C" to complete your quarterly progress report.

The objectives of the project include demonstrating benefits and costs for both the public and private sectors, advancing commercialization of zero and/or near-zero emission technologies in last mile delivery and providing a roadmap and best practices for these technologies. As such, this grant includes a data reporting component to create a framework of lessons learned and best practices. Please fill in the tabular information and answer the questions below and provide any additional data or information that you feel would be helpful.

Vehicles

Vehicle class should be consistent with CARB Weight Class for the Eligible Projects section in the program guidelines.

Vehicle Type	Average Cost of Baseline Vehicle (Diesel)	Cost of LMFP Vehicle	Number of Vehicles Acquired
Medium Duty* (Classes 4-7)			
Heavy Duty* (Classes 8a-8b)			

**Attach an invoice for the purchase of a baseline vehicle within the last five years.*

How long did it take your company to procure the LMFP vehicle(s), and was this substantially different than the procurement process for previous baseline vehicles?

Did you already have a contract in place or was this the first time using this vendor for the LMFP vehicles (s) purchase?

Does your agency have any other ZE/NZE or newer technology vehicles, in addition to the medium/heavy duty classes as identified in the table above?

Maintenance/Operations/Resale Value

Complete the table below and attach maintenance/operating records for at least one baseline vehicle per type of vehicle over its useful life. Include the receipt of resale listing the resale value of that fleet vehicle or similar type.

Vehicle Type	Annual Maintenance Cost of Baseline Vehicle (Diesel)	Annual Maintenance cost of LMFP Vehicle	Annual Fuel Cost of Baseline Vehicle (Diesel)	Annual Fuel Cost of LMFP Vehicle	Average Resale Value of Baseline Vehicle (Diesel)	Anticipated Resale Value of LMFP Vehicle
Medium Duty (Classes 4-7)						
Heavy Duty (Classes 8a-8b)						

How long have the LMFP vehicles been in operation, and what is the anticipated annual vehicle miles traveled (VMT)?

What is the anticipated useful life, or age of the LMFP vehicle before it will be sold as a used vehicle? What information is available and/or was used to determine this?

Is there any substantial expected difference in the number of annual VMT of the LMFP vehicle and anticipated useful life, or age before sale as a used vehicle, versus the baseline vehicle?

Have the LMFP vehicle(s) undergone maintenance other than standard maintenance? What are the major differences in maintenance needs versus the baseline vehicle?

What are the core differences in operating costs from the LMFP vehicle versus the baseline vehicle?

What is the service area route for the LMFP, where does the LMFP begin its operations and what areas are served? Does the service area route include disadvantaged communities? This should be consistent with the route map provided in your application.

Emission Reductions-

If your project includes infrastructure, you only need to fill out the table below once, to ensure you are not double counting emission reductions. For on-road projects, annual emission reductions are calculated using the formula below, where emission factors are in terms of grams per mile (g/mi) and usage is based on annual vehicle miles traveled (VMT) or miles per year (mi/yr).

Annual Per Vehicle Emission Reductions = (Baseline- LMFP vehicle) * Annual VMT. If other methodology was used to determine pollutants, indicate below the chart.

Pollutant	Baseline Vehicle (Diesel) Units	LMFP Vehicle Units	Annual VMT
GHG			
NO _x			
PM 2.5			

What challenges and successes have you seen with charging and other zero and near-zero infrastructure for your fleet?

Rate the performance of the LMFP vehicle in comparison to your baseline vehicles as equal or better, or subpar.

Could you see your company expanding to the use of these vehicles? If yes, why? If no, what would be the major hurdle to eventually adopt this technology?

Section C: Post-Acquisition/ Operational (Infrastructure)

This section must be filled out if there is an infrastructure component to the project, otherwise disregard. Select one facility to use as a baseline for comparison with the newly constructed supporting infrastructure. Using the baseline infrastructure as a benchmark, indicate Capital costs in table below using a 1:1 infrastructure comparison.

Infrastructure Type	Cost for Baseline Infrastructure (Diesel)	Cost for LMFP Infrastructure	Vehicles Serviced at Baseline Infrastructure	Vehicles Serviced at Equivalent LMFP Infrastructure
Charging Station				
Fueling Station				

How many vehicles in your fleet is the infrastructure supporting?

How difficult or easy was the pre-construction process such as permitting and constructing of supporting infrastructure?

Maintenance/Operations

Complete the table below and provide appropriate supporting documentation.

Infrastructure Type	Infrastructure Distance from Fleet	Fleet Size	Fuel Cost (Annual)	Maintenance Cost (Annual)
LMFP Infrastructure				
Baseline Infrastructure				

Is there a mechanism to ensure that vehicle charging/ fueling and/or other support is maximized?

Has the LMFP infrastructure undergone maintenance other than standard maintenance? What are the major differences in maintenance needs versus the baseline infrastructure?

What are the core differences in operating costs from the LMFP versus the baseline infrastructure?

What is the service area route for the LMFP infrastructure? Where does the LMFP begin its operations and what areas are served? Does the service area route include disadvantaged communities? This should be consistent with the route map provided in your application.

Emission Reductions

If your project includes infrastructure, you only need to fill out the table below once to ensure you are not double counting emission reductions.

Using the baseline infrastructure as a benchmark, indicate pollutant reduction achieved with new LMFP infrastructure on a 1:1 vehicle comparison. For on-road projects, annual emission reductions are calculated using the formula below, where emission factors are in terms of grams per mile (g/mi) and usage is based on annual vehicle miles traveled (VMT) or miles per year (mi/yr).

Annual Per Vehicle Emission Reductions = (Baseline- LMFP) * Annual VMT. If other methodology was used to determine pollutants, indicate below the chart.

Pollutant	Baseline Vehicle (Diesel) Units	LMFP Vehicle Units	Annual VMT
GHG			
NO _x			
PM 2.5			

What challenges and successes have you seen with charging and other zero and near-zero infrastructure for your fleet?

Rate the performance of the supporting infrastructure as equal, better, or subpar than the baseline counterpart.

Could you see your company expanding the use of this infrastructure? If yes, why? If no, what would be the major hurdle to eventually adopt this technology?

Exhibit E

Final Report Template

Final Report

Identify every task listed under the project schedule and discuss how the overall objectives were met as well as any significant obstacles. Discuss the commercial feasibility and ease of implementation. If the project included an infrastructure component discuss the way in which it supported last mile operations. If project included a charging station, include charging station log showing number of times vehicles were charged. Discuss whether the infrastructure supported additional fleets, and the equity and scalability of the project.

Demonstrate how the project meets the goals below, provide quantifiable data and attachments where applicable:

1. Achieved immediate emissions reductions for NO_x, PM_{2.5}, and GHG from commercially deployed vehicles/equipment and facilitate supporting infrastructure.

2. Inform both industry and the public regarding ZE/NZE vehicle/equipment and supporting infrastructure performance, and how this information can be used to scale emission reductions to contribute to regional air quality goals.
3. Provided private operators and the public with information on return on investment (ROI) and cost-effectiveness insights into ZE/NZE vehicle/equipment and infrastructure operations, maintenance, and reliability.
4. Create greater transparency regarding the need for public versus private ZE/NZE supporting infrastructure; and
5. Inform the needs and/or help address the challenges to significantly scale ZE/NZE vehicles/ equipment and infrastructure in the region.
6. Achieved geographic funding diversity and ensure that the LFMP provides economic and environmental benefits across the entire region.