

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM : RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH **SUBMITTAL DATE:**
September 26, 2016

SUBJECT: Ratify Agreement grant #ML16068 between the South Coast Air Quality Management District (SCAQMD) with Riverside County Department of Public Health for the performance period of April 1, 2016 through December 31, 2017; and Ratify Agreement #16-087 with Southern California Association of Governments, without seeking competitive bids, for the performance period of April 1, 2016 through December 31, 2017. District 1,2 and 4. [\$171,648] 100% funded by SCAQMD.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the Program Supplemental grant Agreement #ML16068 between SCAQMD and the Riverside County Department of Public Health for open streets and temporary demonstration events in the amount of \$171,648 for the performance period of April 1, 2016 through December 31, 2017;
2. Ratify and execute the Agreement with Southern California Association of Governments (SCAG) for open street and temporary demonstration events, without seeking competitive bids, in the amount of \$171,648 for the performance period of April 1, 2016 through December 31, 2017;
3. Approve and direct the Auditor-Controller to make a budget adjustment as detailed in Schedule A attached; and
4. Authorize the Director of Public Health or designee, based on availability of fiscal funding and as approved by County Counsel, to sign subsequent Amendments that make only ministerial changes to the SCAQMD and SCAG Agreements not to exceed the amount of \$171,648 nor extend the period of performance of April 1, 2016 through December 31, 2017.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 171,648	\$ 0	\$ 171,648	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% funded by SCAQMD			Budget Adjustment: Yes	
			For Fiscal Year: 15/16-17/18	

C.E.O. RECOMMENDATION: [CEO use]

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: October 25, 2016
xc: RUHS-Public Health, Auditor

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

3-36

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

BACKGROUND:

Summary

Public Health received funding from the South Coast Air Quality Management (SCAQMD) to implement two Open/Compete Street events that will encourage the active transportation modes of bicycling and walking as a means of transportation. Public Health will collaborate with the Southern California Association of Governments (SCAG) to plan and coordinate these events in the City of Palm Desert and the City of Riverside. These events will promote and encourage the use of active transportation through community engagement.

Impact on Residents and Businesses

According to AB 1358-Complete Street Act of 2008: Walking and bicycling provide the additional benefits of improving public health and reducing treatment costs for conditions associated with reduced physical activity including obesity, heart disease, lung disease, and diabetes. Medical costs associated with physical inactivity were estimated by the State Department of Health Care Services to be \$28 billion in 2005.

SUPPLEMENTAL:

Additional Fiscal Information

The fiscal distribution for Fiscal Year 2016-2017 is in the amount of \$171,648; the amount will be distributed once each event is completed. The amount of \$84,016 will be distributed after the completion of the Street Demonstration in the City of Palm Desert and \$87,632 will be distributed after the completion of the Open Street Event in the City of Riverside.

Fiscal Year	Project City	Amount
2016-2017	City of Palm Desert	\$84,016
	City of Riverside	\$87,632
	TOTAL	\$171,648

ATTACHMENT A

Budget Adjustment

Budget Adjustment is required as specified in Schedule A attached.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

SCHEDULE A

Budget Adjustment
Fiscal Year 2016/2017

INCREASE IN APPROPRIATIONS

10000-4200100000-525440	Professional Services	<u>\$171,648</u>
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TOTAL		<u>\$171,648</u>
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INCREASE IN ESTIMATED REVENUE

10000-4200100000-754000	Ca-Tobacco Tax Prop 10	<u>\$171,648</u>
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TOTAL		<u>\$171,648</u>
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Susana Garcia

Susana Garcia

10/5/2016

Lisa Brandl

Lisa Brandl, Director of Purchasing and Fleet Services

10/4/2016

 **Riverside
University
HEALTH SYSTEM**
Public Health

Date: July 15, 2016
From: Sarah S. Mack, Director of Riverside University Health System – Public Health
To: Board of Supervisors
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for Southern California Association of Governments, without seeking competitive bids, to plan, coordinate and implement 2 street events that encourage the use active transportation modes.

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Southern California Association of Governments (SCAG)
 2. **Vendor ID:** 29068
 3. **Supply/Service being requested:** To plan, coordinate, and implement two (2) Open/Complete Street events, in order to encourage the active transportation modes of bicycling and walking as means of transportation in the cities of City of Palm Desert and City of Riverside.
 4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** None. The Western Riverside Council of Governments and the Coachella Valley Association of Governments are local agencies that can provide such service, but they are sub-divisions of the SCAG.
 5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** The SCAG is the nation's largest metropolitan planning organization, representing six counties, 191 cities and more than 18 million residents. SCAG undertakes a variety of planning and policy initiatives to plan for a livable and sustainable Southern California now and in the future. As part of its Active Transportation Program, SCAG has developed a regional strategy to organize open-street projects which includes the collaboration with City of Riverside and City of Palm Desert.
 6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The Riverside University Health System - Public Health (RUHS-PH) is a key player in matters related to active transportation and partners with different
- Form # 116-333 rev 7/23/15 1

Sarah S. Mack, M.P.H., Director

Cameron Kaiser, M.D., Public Health Officer



**Riverside
University
HEALTH SYSTEM**
Public Health

organization and jurisdiction to improve safe access to walking and biking. RUHS-PH has received funding from South Coast Air Quality Management District to implement the Open Street Project events for the City of Riverside and City of Palm Desert. The Open Streets project for the City of Riverside and Palm Desert can become examples and best practices for other cities that would want to develop their own Open Street programs.

7. **Period of Performance:** From: April 1, 2016 to December 31, 2017 (20 Months)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**

Description:	FY16/17	Total
One-time Costs:		
Planning, conducting 1 Active Transportation events	\$171,648	\$171,648
Ongoing Costs:	0	0
Total Costs		\$171,648

9. **Price Reasonableness:**

SCAG has been actively involved in the promotion and encouragement of active transportation modes though out Riverside County. SCAG's price for planning, coordinating and implementing 2 Open/Complete street events is reasonably set at \$171,650 for both events in two different cities.

10. **Projected Board of Supervisor Date (if applicable):** August 23, 2016



Riverside University
HEALTH SYSTEM
Public Health

Sarah S Mack Sarah Mack 7/21/14
Department Head Signature Print Name Date
(or designee)

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: \$ 171,648.00 One time Annual Amount through 12/31/2017
(Date)

S.S. Brendl 8/2/14 17-052
Purchasing Agent Date Approval Number
(Reference on Purchasing Documents)

List Attachments:
Agreement #16-087



THIS DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
1000 E. Riverside, Riverside, CA 92502-1147
Thank you.

AB 2766/MSRC LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the County of Riverside (hereinafter referred to as "CONTRACTOR") whose address is 4080 Lemon Street, Riverside, California 92501.

2. RECITALS
 - A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application dated September 3, 2015.
 - F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
 - G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

3. DMV FEES - CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

4. AUDIT AND RECORDS RETENTION
 - A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
 - B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.
5. TERM - The term of this Contract is for twenty (20) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.
6. SUCCESSORS-IN-INTEREST - This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.
7. REPORTING - CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
8. TERMINATION
- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 – Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.
9. STOP WORK - SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and

understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

10. INSURANCE - CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:
- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
 - B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
 - C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.
11. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.
12. PAYMENT
- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of One Hundred Seventy One Thousand Six Hundred Forty Eight Dollars (\$171,648) in accordance with Attachment 2 – Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
 - B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
 - C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.

- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 – Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of
13. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed is in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.
14. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)
- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
 - B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
 - C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate

total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

15. NOTICES - All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:

South Coast Air Quality Management District

21865 Copley Drive

Diamond Bar, CA 91765-4178

Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: cravenstein@aqmd.gov

CONTRACTOR:

County of Riverside

4065 County Circle Drive

Riverside, California 92503

Attn: Michael Osur, email: MOsur@Rivcocha.org

16. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.
17. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the SCAQMD Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.
18. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California

Fair Employment & Housing Act (Government Code Section 12900, *et seq.*), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

19. CITIZENSHIP AND ALIEN STATUS

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

20. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
21. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS - CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
22. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
23. FORCE MAJEURE - Neither SCAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of SCAQMD or CONTRACTOR.
24. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

25. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
26. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
27. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.
28. PRE-CONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.
29. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.
30. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.
31. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.


(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY OF RIVERSIDE

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

By: 
Name: John J. Benoit
Title: Chairman, Board of Supervisors

Date: 12/2/16

Date: OCT 25 2016

ATTEST:
Saundra McDaniel, Clerk of the Board

ATTEST:
Kecia Harper-Ihem, Clerk

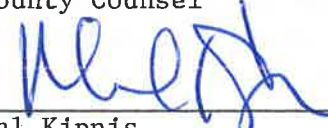
By: 

By: , Deputy

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 

By: 
Neal Kipnis,
Deputy County Counsel

//MSRC Master Boilerplate
Revised December 16, 2014

**Attachment 1
Statement of Work
County of Riverside
Contract Number ML16068**

1. Project Elements

The County of Riverside – Department of Public Health (hereinafter referred to as CONTRACTOR), in partnership with the City of Palm Desert, City of Riverside, and the Southern California Association of Governments (SCAG), shall plan, coordinate, and implement two (2) Open/Complete Streets events, temporarily closing one or more lanes to motor vehicle traffic in order to encourage the active transportation modes of bicycling and walking as means of transportation.

- A. CONTRACTOR shall partner with the City of Palm Desert to implement a “Complete Streets” demonstration along the San Pablo Avenue corridor within the City of Palm Desert. The Complete Streets demonstration will run approximately one mile along San Pablo Avenue from Highway 111 to Magnesia Falls. This portion of San Pablo Avenue connects residents in the immediate vicinity to commercial and retail services near Highway 111 and El Paseo, and the College of the Desert, City Hall, the Library, YMCA, and Aquatic Center, all near Fred Waring Drive. The event will showcase that the proposed San Pablo improvements can accommodate several modes of transportation, including pedestrians, bicyclists, golf carts, motorists, and public transportation users. As envisioned, the demonstration project will last at least 14, but no more than 30, days during the month of May 2016. The demonstration project will include temporary striping and improvements to highlight the street enhancements, including placement of trees and landscape, and installation of a temporary round-a-bout at Magnesia Falls and San Pablo Avenue. The City will engage the existing businesses and encourage them to expand outdoor dining patios, and outdoor displays of merchandise to engage pedestrians.

- B. CONTRACTOR shall also partner with the City of Riverside to conduct a one-day Open Streets Event to be held on or about May 7, 2016 in downtown Riverside. The Open Streets Event will be conducted on University Avenue, Lemon Street, 9th Street, Market Street, and Orange Street. In total, this event will open to pedestrians, and close to motor vehicle traffic, approximately 0.8 miles of roadway.

CONTRACTOR shall perform the following Tasks:

Task A: Conduct Regional Coordination/Stakeholder Engagement

CONTRACTOR shall enact a Community Advisory Committee (CAC) for each event. The CAC will include, but is not limited to, representatives from the county transportation commission, public health department, city and county planning and public works departments, elected officials, non-profit and community leaders. The CAC will meet a minimum of four (4) times to plan and organize the event.

Task B: Develop Strategy and Site Design Plans

CONTRACTOR shall develop an Event Template, including definition of core components, materials, and a refined budget for each event. The Event Template will serve as the basis

**Attachment 1
Statement of Work
County of Riverside
Contract Number ML16068**

for producing the Site Design Plan and will be included in the event documentation to serve as a resource for local cities interested in conducting similar events.

Task C: Conduct Installation Planning

CONTRACTOR will work with the CAC to develop a detailed Installation Plans to implement each event, including temporary traffic and pedestrian improvements. This will include, but is not limited to: 1) a Site Design Plan defining the production schedule and budget for traffic calming measure demonstrations, informational signage, and other site enhancements anticipated as part of the Site Design Plan; 2) An Installation Plan designed to meet all local regulations; and 3) the detailed Schedule and Budget taking into consideration the time and budget needed to acquire necessary permits.

Task D: Event Planning

CONTRACTOR shall develop the Event Plans in coordination with the Installation Plans. This will include, but is not limited to, the strategies, budget, and schedule for operating the event, including event staffing, "kick-off" activities (music, food trucks, etc.), 24-hour security, and other programmatic elements needed to create a safe and festive event during which residents can experience the installation. The Event Plans will consider the role of volunteers and include recruitment and management strategies. The Event Plan will include a list of sponsors, volunteers, potential material donors, and other needed elements.

Task E: Develop and Implement Communications Strategy

CONTRACTOR shall develop a Communications Strategy for each event designed to maximize attendance to the Event. Specific attention will be made to engage neighborhoods adjacent to the event location through direct outreach strategies. Communications Strategy shall also address the Promotion requirements below.

Task F: Produce Event

CONTRACTOR, in partnership with SCAG, shall be responsible for ensuring that each Event is produced to the expectations and standards determined by the respective CAC.

Task G: Evaluation

CONTRACTOR shall perform an evaluation of each Event. CONTRACTOR will report on the number of event attendees, media coverage, community input on proposed changes in street design, and conduct intercept surveys and analysis in targeted locations pre-, during, and post-event to determine the effectiveness of the tactical urbanism strategies.

Task H: Documentation

CONTRACTOR shall document and retain a record of all activities and costs related to the project for auditing purposes and to inform the development of the Final Report.

**Attachment 1
Statement of Work
County of Riverside
Contract Number ML16068**

CONTRACTOR shall be reimbursed according to Attachment 2 - Payment Schedule.

2. Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the active transportation program. The Public Outreach Plan may be a part of the Communications Strategy discussed above. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

3. Reports

Quarterly Reports: Until active transportation program is complete, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include, at a minimum: a) an executive summary; b) approved Event Template; and c) a detailed discussion of the results and conclusions of this project, including but not limited to meetings, presentations, media buys and press generated by the event. The documentation will include specifics on event development (i.e. identified tasks, description, costs, etc.) so that future programs and events have a template to follow. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future active transportation projects.

**Attachment 1
Statement of Work
County of Riverside
Contract Number ML16068**

4. Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

Task	Start	Completion
Task A – Conduct Regional Coordination/Stakeholder Engagement	Month 1	Month 16
Task B – Develop Strategy and Site Design Plans	Month 2	Month 10
Task C – Conduct Installation Planning	Month 1	Month 16
Task D – Event Planning	Month 1	Month 15
Task E – Develop and Implement Communications Strategy	Month 1	Month 15
Task F – Produce Event	Month 10	Month 15
Task G - Evaluation	Month 9	Month 16
Quarterly reports	Month 4	Month 16
Final Report	Month 16	Month 18

**Attachment 2
Payment Schedule
County of Riverside
Contract Number ML16068**

5. Cost Breakdown

Purchase Category	Maximum AB2766 Discretionary Funds payable under this Contract	CONTRACTOR AB2766 Subvention Funds Applied	Other Funds Applied to Match	Additional Project Co-Funding (not matched)	Total Cost
Palm Desert Complete Streets Demonstration	\$84,016	\$0	\$84,017	\$0	\$168,033
Riverside Open Streets Event	\$87,632	\$0	\$87,633	\$0	\$175,265
Totals	\$171,648	\$0	\$171,650	\$0	\$343,298

No funds shall be paid to CONTRACTOR pursuant to this Contract for a project element, until the project element as described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project element described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR. However, reimbursement may be made for the Palm Desert event even if the Riverside event is not yet complete, or vice versa. Proof of completion shall include:

Active Transportation/Open Streets Events:

- Representative photos of event and temporary traffic improvements; and
- Invoice(s) from any subcontractor(s) performing banner installations and distributing materials.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, as follows:

- For Active Transportation/Open Streets Events, the amount reimbursed to CONTRACTOR shall not exceed the actual amount of AB 2766 Subvention and Other funds applied.

Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

**Attachment 3
Supporting Documentation
County of Riverside
Contract Number ML16068**

The supporting documents attached hereto as Attachment 3 represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the SCAQMD or granting any rights to third parties against the SCAQMD.

1. Support Letter from SCAG
2. Support Letter from City of Palm Desert
3. Support Letter from City of Riverside



January 14, 2016

Ms. Cynthia Ravenstein
Contracts Administrator
Mobile Source Air Pollution Reduction Review Committee
21865 Copley Drive
Diamond Bar, California 91765

**RE: Mobile Source Air Pollution Reduction Review Committee
Local Government Funding Match
County of Riverside Department of Public Health**

Main Office
818 West Seventh Street
12th Floor
Los Angeles, California
90017-3435

t (213) 236-1800
f (213) 236-1825

www.scag.ca.gov

Dear Ms. Ravenstein:

On behalf of the Southern California Association of Governments (SCAG), I would like to offer this letter of support for the County of Riverside Department of Public Health's application for funding to the Mobile Source Air Pollution Reduction Review Committee's (MSRC) Local Government Funding Match to host two combined Tactical Urbanism events that include an Open Street event with Complete Streets demonstration.

SCAG is committed to improving the quality of life for regional by implementing projects and strategies that improve our region's air quality, expand transportation options, augment economic development, and promote healthy lifestyles. The partnership between the Riverside County Department of Public Health, including the City of Palm Desert and the City of Riverside, and SCAG will provide an excellent opportunity not only improve the County's air quality but to implement strategies that increase transportation choice and augment environmental justice. It will also provide an opportunity to engage residents in innovative and impactful ways to enhance their transportation network and improve the region's environment.

The County of Riverside Department of Public Health's events will showcase local cities, neighborhoods, and businesses and engage community members and stakeholders in re-imagining a specific corridor as a Complete Street. The events will illustrate the impacts and benefits of active transportation friendly streets and infrastructure and facilitate efforts around short-term and long-term planning around Complete Street investments. Moreover, the partnership and the subsequent project will support SCAG's regional goals and policies outlined in the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy.

SCAG looks forward to partnering with the County of Riverside Department of Public Health and the MSRC to make Southern California a leader in air quality mitigation and active transportation. If you have any questions, please feel free to contact Mr. Stephen Patchan at (213) 236-1923, or by email at patchan@scag.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hasan Ikhata'.

Hasan Ikhata
Executive Director

The Regional Council consists of 86 elected officials representing 191 cities, six counties, six County Transportation Commissions, one representative from the Transportation Corridor Agencies, one Tribal Government representative and one representative for the Air Districts within Southern California.



CITY OF PALM DESERT

73-510 FRED WARING DRIVE
PALM DESERT, CALIFORNIA 92260-2578
TEL: 760 346-0611
FAX: 760 341-4564
info@palm-desert.org

September 3, 2015

Mobile Source Air Pollution Reduction Review Committee
21865 Copley Drive
Diamond Bar, CA 91765

Re: ACTIVE TRANSPORTATION SAFETY & ENCOURAGEMENT CAMPAIGN

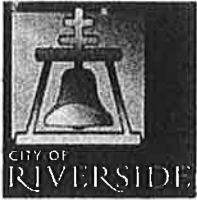
To Whom it May Concern:

The City of Palm Desert has been selected by the Southern California Association of Governments (SCAG) to participate in an Active Transportation Safety & Encouragement Campaign. The City had previously submitted a request to participate in the campaign for a complete street demonstration and open street event along the City's San Pablo Avenue corridor. The City Manager's Office is excited about the campaign and our project and supports the Riverside County Health Department applying on our behalf for additional funding. We look forward to participating in the campaign and working with SCAG, the MSRC, The County of Riverside, and local agencies, to ensure the event is a success.

Sincerely,

JOHN M. WOHLMUTH
City Manager

cc: Lauri Aylaian, Director of Community Development
Eric Ceja, Associate Planner



Office of the Mayor
Diverse • Inclusive • Committed

City of Arts & Innovation

August 27, 2015

Re: Letter of Support for Riverside County Department of Public Health's Application for MSRC Local Government Match Program funding

To Whom It May Concern,

On behalf of the City of Riverside, I am pleased to offer support for Riverside County Department of Public Health's application for the Mobile Source Air Pollution Reduction Review Committee's (MSRC) Clean Transportation Funding as they partner with Southern California Association of Governments.

The Riverside County Department of Public Health and the Southern California Association of Governments are both important partners when it comes to improving quality of life, particularly when it comes to regional environmental health. Once secured, these funds will be used to promote active transportation as a means to improve both environmental conditions and physical health.

The City of Riverside recognizes the immense importance active transportation plays, among the many options in our transportation portfolio, in reducing carbon emissions. The City of Riverside's plan to utilize an Open Street, Active Transportation promotion event will provide a safe, enjoyable way for residents' to both have fun and learn about the benefits of active transportation.

The City of Riverside actively supports the goal of making our region stronger, happier, and healthier. We also recognize that the Clean Transportation Funding can be an important and effective step towards this goal. As such, we want this program to excel in its goal of educating the residents of our region about the benefits of active transportation.

Sincerely,

William R. Bailey, III
Mayor

PROFESSIONAL SERVICE AGREEMENT AND FUNDING AGREEMENT

for

OPEN STREETS AND TEMPORARY DEMONSTRATION EVENTS

between

COUNTY OF RIVERSIDE

and

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

(MEMORANDUM OF UNDERSTANDING, NUMBER M-019-16)



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This Agreement, made and entered into this First day of April 1, 2016, by and between Southern California Association of Governments (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions; to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective as of April 1, 2016 and continues in effect through December 31, 2017, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY and CONTRACTOR acknowledge that the COUNTY has received funding from the South Coast Air Quality Management District ("SCAQMD") through its AB 2766/MSRC Transportation Control Measure Partnership Program ("MSRC funding") to plan, coordinate and implement the services required herein. The COUNTY shall pay the CONTRACTOR for services performed, products

provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred seventy-one thousand, six hundred forty-eight dollars (\$171,648), including all expenses, which represent the total MSRC funding received by the COUNTY. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within forty five (45) days from the event completion and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Department of Public Health
Fiscal –Accounts Payable
PO BOX 7849
Riverside, California 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number 16-087; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. The COUNTY and CONTRACTOR acknowledge that COUNTY has received Mobile Source Air Pollution Reduction Review Committee (MSRC) funding from the South Coast Air Quality Management District that will be used by COUNTY to pay CONTRACTOR for its services under this Agreement. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to

this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to

ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a

criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

Except as otherwise permitted in Exhibit A, Scope of services, no contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying

number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement. The CONTRACTOR's Manager of Contracts, or designee, shall administer this Agreement on behalf of the CONTRACTOR.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside CA, 92503

CONTRACTOR

Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, CA 90017
Attention: Chief Financial Officer

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and

enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. Child Abuse Reporting

CONTRACTOR shall establish a procedure acceptable to COUNTY to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Pena Code Section 11166.

24. General

24.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

24.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

24.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

24.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

24.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

24.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

24.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

24.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

24.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

24.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

24.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

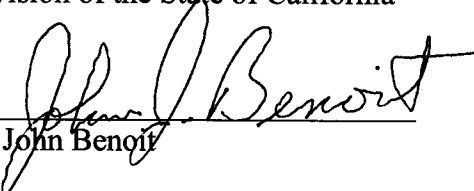
24.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations,

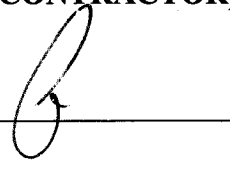
proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Southern California Association of Governments (**CONTRACTOR**)

By: 
John Benoit

By: 
Basil Panas

Print or Type Name

Print or Type Name

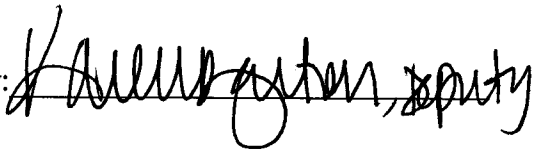
Chairman of the Board of Supervisors
Title

Chief Financial Officer
Title

Dated: OCT 25 2016

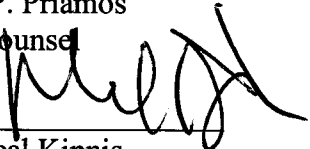
Dated: 9/12/16

ATTEST: Kecia Harper-Ihem, Clerk

By: 
Kecia Harper-Ihem, deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel
By: 
Neal Kipnis,
Deputy County Counsel

By: 
Joanna Africa,
Chief Counsel

EXHIBIT A
SCOPE OF SERVICES

Subject: Open Streets and Temporary Demonstration Events

The Southern California Association of Governments, herein after referred to as (CONTRACTOR) is the Metropolitan Planning Organization for the six county southern California region, including Riverside County. In 2015, CONTRACTOR received Active Transportation Program Funding to implement an event series to complement its Go Human safety and encouragement marketing brand that focuses on bicyclist and pedestrian safety. CONTRACTOR then partnered with the Riverside County Public Health Department to secure Mobile Source Air Pollution Reduction Committee Funding to host open streets and temporary demonstration events in the City of Palm Desert and the City of Riverside.

As part of the open streets and temporary demonstrations events, the CONTRACTOR will hire a consultant to provide public/stakeholder outreach, event planning and event implementation.

1. Project Elements

The County of Riverside in partnership with the cities of Palm Desert and Riverside and the Southern California Association of Governments, shall plan, coordinate and implement Open/Complete Streets events in the participating jurisdictions, temporarily closing streets to motor vehicle traffic as necessary in order to encourage the active transportation modes of bicycling and walking as means of transportation. The following Events are included as elements of this Contract:

- A. CONTRACTOR shall implement a complete street demonstration event along the San Pablo Avenue corridor in the City of Palm Desert to mimic the complete street design envisioned in the City's General Plan update. The complete street demonstration will run approximately one (1) mile in length along San Pablo Avenue from Highway 111 to Magnesia Falls. Elements of the San Pablo Avenue vision also include a flex space for potential open street events, new street trees and landscape, and a focus on active transportation. The event will showcase that the proposed San Pablo improvements can accommodate several modes of transportation, including pedestrians, bicyclists, golf carts, motorists, and public transportation users. The demonstration project will include temporary stripping and improvements to highlight the road diet and other street enhancements, including

placement of trees and landscape, and installation of a temporary round-a-bout at Magnesia Falls and San Pablo Avenue. The City will engage the existing businesses along the corridor and encourage them to expand outdoor dining patios, and outdoor displays of merchandise to engage pedestrians. The temporary demonstration event will be implemented from May 3, 2016 to May 7, 2016.

- B. CONTRACTOR shall implement a one-day Open Streets event that will occur on Main Street in the City of Riverside, between 10th Street and 5th Street which already exists as a pedestrian mall, closed to motorized vehicle traffic. White Park, whose entrance exists at the corner of 9th and Market Streets, will also be incorporated as part of the event. In total, this event will open approximately 0.8 miles of roadway to pedestrians, make use of approximately 0.3 miles of former roadway that is now open exclusively to pedestrian traffic in addition to 5 acres of urban park space. This temporary demonstration event will be implemented in the Spring of 2017.

Dates provided are estimates; provided that the Project Schedule below will be met, CONTRACTOR shall notify County of Riverside staff of any schedule changes. CONTRACTOR shall perform the following tasks:

Task A: Regional Coordination/Stakeholder Engagement

CONTRACTOR shall enact a Community Advisory Committee (CAC) for each event. The CAC will include, but is not limited to, representatives from county transportation commission, public health department, city and county planning and public works departments, elected officials, non-profit and community leaders. The CAC will meet a minimum of four (4) times to plan and organize the event.

Task B: Public Outreach Plan

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the active transportation program. The Public Outreach Plan may be a part of the Communications Strategy discussed above. Acceptable outreach may include, but not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule.

Task C: Develop Strategy and Site Design Plans

CONTRACTOR shall develop an Event Template for each event, including definition of core components, materials, and a refined budget for the Event. The Event Template will serve as the basis for producing the Site Design Plan and will be included in the event documentation to serve as a resource for local cities interested in conducting similar events.

Task D: Conduct Installation Planning

CONTRACTOR will work with the CAC to develop a detailed Installation Plan to implement each Event and temporary traffic and pedestrian improvements. This will include but is not limited to: 1) a Site Design Plan defining the production schedule and budget for traffic calming measure demonstrations, informational signage, and other site enhancements anticipated as part of the Site Design Plan; 2) An Installation Plan designed to meet all local regulations; and 3) the detailed Schedule and Budget taking into consideration the time and budget needed to acquire necessary permits.

Task E: Event Planning

CONTRACTOR shall develop the Event Plans in coordination with Installation Plans. This will include, but is not limited to, the strategies, budget and schedule for operating the event, including event staffing, “kick-off” activities (music, food, etc.) 24-hour security, and other programmatic elements needed to create a safe and festive event during which residents can experience the installation. The Event Plan will consider the role of volunteers and include the recruitment and management strategies. The Event Plan will include a list of sponsors, volunteers, potential material donors, and other needed elements.

Task F: Develop and Implement Communications Strategy

A communications strategy will be developed for maximizing attendance to each of the events. Specific attention will be made to engage neighborhoods adjacent to the event locations through direct outreach strategies.

Task G: Produce Event

CONTRACTOR shall develop a communications Strategy designed to maximize attendance at each Event. Specific attention will be made to engage neighborhoods adjacent to the event location through direct outreach strategies. Communications Strategy shall also address the Promotion requirements below.

Task H: Evaluation

CONTRACTOR shall perform an evaluation of each Event. CONTRACTOR will report on the number of event attendees, media coverage, community input on proposed changes in street design, and conduct intercept surveys and analysis in targeted locations pre-, during and post-event to determine the effectiveness of the tactical urbanism strategies.

Task I: Documentation

CONTRACTOR shall document and retain a record of all activities and costs related to the project for auditing purposes.

CONTRACTOR shall be reimbursed according to Section 3.3 of this Agreement.

2. Reports

Quarterly Reports: Until active transportation program is complete, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including but not limited to: tasks completed, issues or problems encountered, resolutions implemented and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. Report shall include at a minimum: a). an executive summary; b). approved Event Template; and c). a detailed discussion of the results and conclusions of this project, including but not limited to meetings, presentations, media buys and press generated by the event. The documentation will include specifics on event development (i.e. identified tasks, description, costs, etc.) so that future programs and events have a template to follow. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and impact of project on future active transportation projects.

3. Project Schedule

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the effective date of this Agreement which is April 1, 2016.

<u>Task</u>	<u>Completion</u>
<u>Task A- Conduct Regional Coordination/ Stakeholder Engagement</u>	<u>Month 15</u>
<u>Task B- Public Outreach Strategy</u>	<u>Month 10</u>
<u>Task C- Develop Strategy and Site Design Plans</u>	<u>Month 10</u>
<u>Task D- Conduct Installation Planning</u>	<u>Month 15</u>
<u>Task E- Event Planning</u>	<u>Month 14</u>
<u>Task F- Develop and Implement Communications Strategy</u>	<u>Month 14</u>
<u>Task G- Produce Event</u>	<u>Month 14</u>
<u>Task H- Evaluation</u>	<u>Month 15</u>
<u>Quarterly Reports</u>	<u>Month 15</u>
<u>Final Report</u>	<u>Month 16</u>

**EXHIBIT B
PAYMENT PROVISION**

PRICE BREAKDOWN

Purchase Category	Maximum AB2766 (MSRC) Discretionary Funds payable under this Contract	AB2766 (MSRC) Subvention Funds Applied	CONTRACTOR Funds Applied to Match	Additional Project Co-Funding (not matched)	Total Cost
City of Palm Desert	\$84,016	\$0	\$84,016	\$0	\$168,033
City of Riverside	\$87,632	\$0	\$87,632	\$0	\$175,265
Totals	\$171,649	\$0	\$171,649	\$0	\$343,298

No funds shall be paid to CONTRACTOR pursuant to this Contract until the events described in Exhibit A are completed and proof of completion is provided to the COUNTY. If the events described in Exhibit A are not completed and satisfactory proof of completion is not provided to the COUNTY, no monies shall be due and payable to CONTRACTOR. The COUNTY shall pay CONTRACTOR after each event is completed and satisfactory proof of completion has been provided. For example, reimbursement may be made by the COUNTY after the City of Palm Desert event is complete. Proof of completion shall include:

Active Transportation/Open Streets Events:

- Representative photos of event and temporary traffic improvements; and

- Invoice(s) from any subcontractor(s) performing banner installations and distributing materials.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, as follows:

- For Active Transportation/Open Streets Events, the amount reimbursed to CONTRACTOR shall not exceed the actual amount of AB 2766 Subvention and Other funds applied.

Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

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