

**MEMORANDUM OF UNDERSTANDING
No. M-017-25**

SCAG Overall Work Program (OWP) No: 305.4927.03

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

Funding Source: Regional Early Action Planning Grants Program of 2021 (REAP 2.0)

Recipients' Names: City of Santa Ana (Sub-Recipient), Charitable Ventures ("CV"), and The Kennedy Commission ("KC")

Recipients' UEIDs: KZE9G2M4GRX9 (Sub-Recipient), U2YLRFRXDDZ4 (CV), and YXMJREQE8K96 (KC)

Total Amount of Federal Funds Obligated to the Recipients: \$0

Total Amount of Non-Federal Funds Obligated to the Recipients: \$469,700.00

Total Amount of the Sub-Award: \$469,700.00

Subaward Period of Performance Start Date: See Section 37

Subaward Period of Performance End Date: June 30, 2026

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award for Charitable Ventures: See MOU Rate Confirmation Sheet

Fringe Benefits Cost Rate for the Award for Charitable Ventures: See MOU Rate Confirmation Sheet

Indirect Cost Rate for the Award for The Kennedy Commission: See MOU Rate Confirmation Sheet

Fringe Benefits Cost Rate for the Award for The Kennedy Commission: See MOU Rate Confirmation Sheet

Subaward Project Title: City of Santa Ana, Charitable Ventures, and The Kennedy Commission REAP 2.0 Sustainable Communities Program – Civic Engagement, Equity, and Environmental Justice Grant – Transformative Engagement for Zoning Code Update

Subaward Project Description: Recipients will utilize REAP 2.0 funding for a project that meets the REAP 2.0 Goals and Objectives within the SCAG Region.

**MEMORANDUM OF UNDERSTANDING
No. M-017-25**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND CITY OF SANTA ANA
AND CHARITABLE VENTURES
AND THE KENNEDY COMMISSION
FOR REAP 2.0 SUSTAINABLE COMMUNITIES PROGRAM - CIVIC ENGAGEMENT,
EQUITY, AND ENVIRONMENTAL JUSTICE GRANT**

(SCAG Project/OWP No. **305.4927.03**)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”), **City of Santa Ana** (“Sub-Recipient”), **Charitable Ventures** (“CV”), and **The Kennedy Commission** (“KC”) for a Sustainable Communities Program – Civic Engagement, Equity, and Environmental Justice (“SCP CEEEJ”) Grant. SCAG, Sub-Recipient, CV, and KC may be individually referred to as “Party” and collectively as “Parties.” CV and KC shall be jointly referred to as “the Community-Based Organizations” or “the CBOs.” Sub-Recipient and the CBOs shall be collectively referred to as “Recipients.”

RECITALS

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

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

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

WHEREAS, HCD awarded funds to SCAG under REAP 2.0;

WHEREAS, SCAG’s Regional Council authorized funding for the SCP CEEEJ Program (“Program”) and approved guidelines for the Program (“Program Guidelines”);

WHEREAS, SCAG released a Call for Applications for the Program;

WHEREAS, Recipients, eligible for funds under the Program, developed and submitted a proposed project for the Program (“Project”);

WHEREAS, SCAG reviewed the Project and determined the Project to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and approved the Project to receive funding; and

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

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

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

2. Term

The Term of this MOU shall begin on the Effective Date and continue until June 30, 2026, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Scope of Work and Responsibilities of the Parties

a. SCAG will:

- i. Contribute funding for the Project in accordance with Section 5, Funding, below.
- ii. Procure a consultant (“Consultant”) to perform the services required for the Project in accordance with SCAG’s Procurement Policies and Procedures.
- iii. Oversee and manage Consultant’s activities in performing the services required for the Project.
- iv. Review, approve, and pay Consultant’s invoices and review and approve Consultant’s deliverables; however, prior to approving an invoice or deliverable from the Consultant, SCAG’s Project Manager shall consult with Sub-Recipient’s Project Manager.
- v. Review, approve, and pay the CBOs’ invoices and review and approve the CBOs’ deliverables; however, prior to approving an invoice or deliverable from the CBOs, SCAG’s Project Manager shall consult with Sub-Recipient’s Project Manager.

b. Sub-Recipient will:

- i. Perform its duties under this MOU, in accordance with the REAP 2.0 Guidelines, the Program Guidelines, applicable Federal and State requirements, and the provisions of this MOU.
- ii. Provide written approval of Consultant’s scope of work prior to SCAG directing the Consultant to begin the work.

- iii. Commit to supporting the Project and provide SCAG and Consultant with technical guidance for the Project.
- iv. Reasonably cooperate with SCAG and the Consultant and provide information requested by SCAG or the Consultant without delay.
- v. Review and provide feedback on Consultant invoices and deliverables within 10 working days of receipt from SCAG.
- vi. Provide any required decisions as promptly as practicable to avoid unreasonable delay and provide technical leadership and support for reporting/invoicing as necessary.
- vii. In accordance with Section 9.e., submit any completed planning document or effort to the applicable board, council, or other entity for adoption or approval.
- viii. Oversee and manage the CBOs' activities under the Project, including all tasks, obligations, and deliverables as described in and in accordance with the "Scopes of Work," attached as Exhibit A, as outlined in the most current fully executed SOW Approval Forms.
- ix. Review and provide feedback on CBOs' invoices and deliverables within 10 working days of receipt from SCAG, except within 5 days for SCAG's fiscal year end (June 30), unless an extension is approved by SCAG Project Manager. Review and sign invoice progress report which serves to confirm that the invoiced services have been performed and can be paid.
- x. Be accountable to SCAG to ensure the CBOs' performance and compliance with the MOU. Sub-Recipient's Project Manager shall be responsible for final approval of the CBOs' deliverables consistent with the Scopes of Work; provided, however, that prior to approving a deliverable from the CBOs, Sub-Recipient's Project Manager shall consult with SCAG's Project Manager.
- xi. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under penalty of perjury.

c. The CBOs will:

- i. Once a notice to proceed has been issued, implement their obligations under the Project, including all tasks, obligations, and deliverables described in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form, in accordance with the REAP 2.0 Guidelines, the Program Guidelines, applicable Federal and State requirements and the provisions of this MOU. The CBOs shall not begin work or incur any expenses until a notice to proceed has been issued and shall not be reimbursed for any expenses incurred prior to the notice to proceed.
- ii. Interim deliverables and tasks, including budgets and schedules, required to implement the Scopes of Work shall be documented using the "Scope of Work Approval Form," attached as

Exhibit B (“SOW Approval Form”). The SOW Approval Forms must be signed by SCAG Project Manager, SCAG Department Manager, Subrecipient Project Manager, the CBOs’ Project Managers and SCAG’s Deputy Director or their designee prior to the performance of the work outlined in the SOW Approval Form. The SOW Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form may be amended subject to approval by SCAG. No amendment to the SOW Approval Form shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form and this MOU, this MOU shall prevail.

- iii. Demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, as described in Section 9 of this MOU, and must carry out the Project to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.
- iv. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. SCAG has adopted a Procurement Policy and Procedures Manual which sets forth the rules and process of SCAG’s procurement activities. The CBOs shall not procure any goods or services for the completion of the Scopes of Work, as outlined in the most current fully executed SOW Approval Form. If the CBOs requires any goods or services for the completion of their Scope of Work, as outlined in the most current fully executed SOW Approval Form, the goods or services shall be procured by SCAG and the value of the procured goods or services will be applied towards the Grant Funds. Notwithstanding the foregoing, with SCAG approval, the CBOs may complete micro-purchases for goods or services, at a fair and reasonable price, if the purchase is under \$10,000. Any procurement made without SCAG’s approval or prior to SCAG’s approval shall not be reimbursed.
- v. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under penalty of perjury.

4. Project Management

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

Lyndsey Nolan
Senior Regional Planner
(213) 236-1935
nolan@scag.ca.gov

SCAG reserves the right to change this designation.

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

Siri A. Champion
Senior Planner
(714) 667-2751
schampion@santa-ana.org

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

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

Raken Mai
Project Lead
raken.mai@charitableventuresoc.org
(714) 597-6630 ext. 132

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

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

Cithlalli Ramirez
Programs Manager and Outreach Coordinator
(949) 250-0909
cithlallir@kennedycommission.org

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

5. Funding

- a. SCAG's contribution to the Project is funded wholly with REAP 2.0 funds, in an amount not to exceed \$469,700.00 ("Grant Funds"). SCAG shall contribute a maximum, not to exceed \$284,127.76 of the Grant Funds towards the Project to be used solely for the procurement and payment of the Consultant. SCAG shall contribute a maximum, not to exceed \$ 102,510.74 of the Grant Funds to CV and not to exceed \$83,061.50 of the Grant Funds to KC. No funds will be provided to Sub-Recipient.
- b. SCAG shall not be obligated to make payments for any costs that exceed the Grant Funds. SCAG shall not be obligated to pay for any increase in costs which exceeds the budget included in this MOU and the most current fully executed SOW Approval Form. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.

- c. SCAG shall make payments to the CBOs as a reimbursement for actual costs incurred and only for work performed as part of the Scopes of Work, as outlined in the most current fully executed SOW Approval Forms, and consistent with the REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines.
- d. SCAG reserves the right, in its sole discretion, to discontinue funding the Project and/or terminate this MOU as described in Section 17.
- e. Any costs for which the CBOs receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, shall be repaid by the CBOs within thirty (30) calendar days of the CBOs receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should the CBOs fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to the CBOs.

6. Invoices

- a. SCAG's contribution to the Project, for the portion assigned to the CBOs, shall be made on a cost reimbursement basis to the CBOs, after the CBOs has performed the services pursuant to the Scopes of Work, as outlined in the most current fully executed SOW Approval Forms. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed the Project's budget set forth in this MOU and the most current fully executed SOW Approval Forms. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB) and copy the SCAG Project Manager. All invoices submitted to SCAG for the Project shall reference the OWP Project Number (OWP No. 305-4927.03).
- b. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), the CBOs shall submit an invoice to SCAG using the electronic "Invoice Template" in accordance with the invoice submittal instructions and requirements noted in Exhibit C. Invoices must be submitted in both PDF format and Excel file format. Invoices shall contain a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated, by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the CBOs. The progress report shall include, in narrative form, a description of services performed by the CBOs as well as progress toward completion of tasks related to the Project for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review invoices for compliance with this MOU. If SCAG determines that an invoice is compliant with this MOU, SCAG shall approve the invoice and issue payment to the CBOs. If SCAG determines that an invoice is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the CBOs.
- c. SCAG shall reimburse the CBOs as promptly as SCAG's fiscal procedures permit, using Electronic Fund Transfer, available at: [ACH Vendor Payment Authorization Form](#), upon receipt

of itemized invoices submitted in accordance with this MOU. The CBOs shall complete the ACH Vendor Payment Authorization Form and email it to ACHpayment@scag.ca.gov, prior to executing this MOU.

- d. Incomplete or inaccurate invoices may be returned to the CBOs for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If the CBOs corrects the error, the disallowed items can be included in the next set of invoices.
- e. Travel expenses and per diem rates are not to exceed the rates and policies specified by the State of California Department of Human Resources, which can be found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx><https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- f. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. The CBOs agree to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay the CBOs for any invoice received after such date.
- g. The CBOs shall submit their final invoice to SCAG within thirty (30) days of the completion of the Project, but no later than within thirty (30) days after all Grant Funds have been expended. SCAG shall not be obligated to pay the CBOs for any invoice received after such date.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Recipients shall submit an Annual Report using the "Report Template," attached as Exhibit D. The Annual Report shall include, in narrative form, a description of services performed by Recipients as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than the Completion Date, Recipients shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Recipients is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305-4927.03).

8. Accounting

- a. The CBOs shall establish and maintain accounting systems and reports that properly accumulate incurred Project costs by line. The accounting systems shall conform to Generally Accepted

Accounting Principles (“GAAP”), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.

- b. The CBOs shall establish separate ledger accounts for receipts and expenditures of Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Forms.
- c. The CBOs shall maintain documentation of their financial records of expenditures incurred during the course of the Project in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) affirmatively furthering fair housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Grant Funds shall only be used by the CBOs for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Forms.
- c. Grant Funds may not be used for administrative costs of persons employed by the CBOs for activities not directly related to eligible activities.
- d. The CBOs shall not use the Grant Funds for administrative costs related to the Project. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool. Additional funds may be used from other sources solely contributed by the CBOs to support the CBOs’ administration of the Projects.
 - i. The CBOs must clearly indicate if other funds will be used towards administrative costs on or before the Effective Date of this MOU.
 - ii. If applicable, the CBOs seeking reimbursement for indirect costs and/or fringe benefits costs must annually submit an Indirect Cost Allocation Plan (“ICAP”) or an Indirect Cost Rate Proposal (“ICRP”) to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency

responsible for reviewing, negotiating, and approving ICAPs or ICRPs. The CBOs must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to SCAG Project Manager of the approved negotiated indirect cost rate agreement (“NICRA”) for the current fiscal year and subsequent years throughout the performance period.

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

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Project. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Recipients may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. Recipients shall submit one (1) electronic copy of all Work Products associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and may, at its sole discretion, grant to Recipients a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Recipients’ sole risk and without liability or legal exposure to SCAG.

11. Amendments

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

12. Notices

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

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

SCAG reserves the right to change this designation.

To Sub-Recipient: Siri A. Champion
Senior Planner
City of Santa Ana Planning and Building Agency, M-20
20 Civic Center Plaza - P.O. Box 1988
Santa Ana, CA 92702
(714) 667-2751
schampion@santa-ana.org

To Charitable Ventures: Natalie Nguyen
Senior Contracts Specialist
1505 E. 17th Street, Suite 101
Santa Ana, CA 92705
(714) 597-6630 ext. 147
Natalie.nguyen@charitableventuresoc.org

To The Kennedy Commission: Cithlalli Ramirez
Programs Manager and Outreach Coordinator
17701 Cowan Ave., Suite 200
Irvine, California, 92614
(949) 250-0909
cithlallir@kennedycommission.org

13. Insurance

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

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Recipients arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers' Compensation/ Employer's Liability	Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Not required for sole proprietors or Recipients with no employees.	Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Recipients' profession.	With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this MOU are sufficient to cover the indemnity or other obligations of Recipients under this MOU.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Recipients; products and completed operations of Recipients; premises owned, occupied or used by Recipients; or automobiles owned leased, hired or borrowed by Recipients. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials, and employees.

- ii. For any claims related to this Project, Recipients' insurance coverage shall be primary insurance as respects SCAG, its officials, and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Recipients' insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials, and employees.
- iv. Recipients' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. Recipients shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Recipients shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that the CBOs provide the same minimum coverage and endorsements required of Sub-Recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibilities for ensuring that such coverage is provided in conformity with the requirements of this Section.

14. Indemnification

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

15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Recipients shall continue with the responsibilities under this MOU during any dispute

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

16. Noncompliance

- a. In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to Project eligibility, schedule, deliverables, or milestone timelines, as outlined in the most current fully executed SOW Approval Form, SCAG may:
 - i. Issue a written notice to stop work. If such notice is provided, Recipients shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Recipients are in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Recipients to resume work under this MOU.
 - ii. Require repayment of the Grant Funds.
 - iii. Terminate this MOU pursuant to Section 17.
- b. Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form, is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Recipients or terminate this MOU.
- b. Termination for Convenience. SCAG or Recipients may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Recipients may only terminate for convenience jointly and may not terminate for convenience separately. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Recipients shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities. SCAG shall pay the CBOs its reasonable and allowable costs through the effective date

of termination and is not liable for any expenses after termination. In such event, all finished or unfinished Work Products shall be provided to SCAG.

- c. Termination for Cause. If through any cause, SCAG or one of the Recipients shall fail to timely and adequately fulfill its obligations under this MOU, or if SCAG or one of the Recipients violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Recipients shall reimburse SCAG for all funds provided for the Project and all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

- a. Recipients shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Project, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Project, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Recipients for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Recipients as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Project. At their request, Recipients shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Recipients agree that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Recipients agree to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.

- d. Recipients agree to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. If there are audit findings from SCAG or HCD's audit, Recipients must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

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

21. Compliance with Laws, Rules, and Regulations

- a. Recipients agree to comply with all federal, state, and local laws, rules, and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Recipients assure that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Project or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing

regulations. Recipients shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- ii. Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
- iii. Recipients shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.

If applicable, Recipients shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.

- c. Recycling Certification. Recipients shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).
- d. Anti-Trust Claims. Recipients, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Recipients shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Recipients acknowledge in accordance with Public Contract Code 7110, that:
 - i. Recipients recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Recipients, to the best of their knowledge are fully complying with the earnings assignment orders of all employees and are providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Recipients shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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

22. Public Works and Construction

The Grant Funds shall not be used for public works projects. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time. The use of Grant Funds for a public works project shall be a breach of this MOU.

23. Conflict of Interest

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

24. Independent Contractor

Recipients shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld, or conditioned in the consenting Party’s sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

26. Release of Information

- a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.
- b. Recipients shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

- c. All public-facing communications materials relating to this MOU, or its subject matter, shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.
- d. To ensure consistency of public information about SCAG programs and funded work products, Recipients are required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.
- e. All communication materials must be provided to SCAG Project Manager prior to completion so that inclusion of this element can be confirmed.

27. Non-Exclusivity

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

28. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 5 (Funding)
- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)
- Section 32 (Waiver)

30. Flow-Down Provisions

Reserved.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Standard of Care

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

34. Force Majeure

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

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or

authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Effective Date

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

38. Authority

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

[The remainder of this page is intentionally left blank. Signatures on following page.]

In Process

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
NO. M-017-25**

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

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: _____
Cindy Giraldo
Chief Financial Officer
Date _____

APPROVED AS TO FORM:

By: _____
Richard Lam
Senior Deputy Legal Counsel
Date _____

City of Santa Ana (“Sub-Recipient”)

By: _____
Alvaro Nuñez
City Manager
Date _____

APPROVED AS TO FORM:

By: _____
Melissa Crosthwaite
Senior Assistant City Attorney
Date _____

Charitable Ventures (“CV”)

By: _____
Ted Kim
Chief Operating Officer
Date _____

The Kennedy Commission (“KC”)

By: _____
Cesar Covarrubias
Executive Director

Date

In Process

Exhibit A – Scope of Work

Project Description:

In 2022, the City of Santa Ana adopted a General Plan Update that resulted from seven years of public engagement and technical planning. The General Plan Update includes a shared vision, five core values, goals, and policies to guide decision-making. The General Plan also includes implementation actions to take place in the next one to five years to make progress toward the plan's goals.

One of the implementation actions is a Comprehensive Zoning Code Update (ZCU). In addition to comprehensively updating and reorganizing the zoning code, the project will update standards citywide and establish new zoning districts and standards in five focus areas identified in the General Plan. The City expects that new development standards and zoning designations for the five focus areas will result in an intensification and acceleration of infill, mixed-use, affordable housing, and/or commercial development.

Through the SCP CEEJ grant, the City will conduct grassroots engagement thereby extending the reach of the ZCU Consultant's scope deeper into the City's sixty-four (64) distinct neighborhoods. The City's community-based organizational and community member partners will conduct the grassroots engagement activities with support from the SCP CEEJ Consultant. Through the grassroots outreach and engagement, the City seeks feedback about proposed uses and development standards to ensure they are responsive to community needs and will realize the long-term vision of the General Plan.

This project is a Co-Applicant Partnership between the City of Santa Ana and two community-based organizations (CBOs): Charitable Ventures (CV) and The Kennedy Commission (KC).

Final Deliverable: Santa Ana Zoning Code Update. The Zoning Code Update will be agendized and considered for adoption by the Santa Ana City Council.

Project Budget: \$469,700.00



Regional Early Action Planning Grants of 2021 (REAP 2.0)
Sustainable Communities Program Call 4
Scope of Work Approval Form - Project Summary

Program: Sustainable Communities Program – Civic Engagement, Equity, and Environmental Justice (SCP CEEEJ)

Primary Applicant:

Co-Applicant 1:

Co-Applicant 2:

Project:

☒ Original Scope of Work Approval

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

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

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

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

☐ Other (Please describe)

SCAG Approval Date: _____

Revision No. **NUMBER**

Revision Effective Date: _____

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

Project Tasks Outline

Task	Co-Applicant 1 / Co-Applicant 2 /	Estimated cost	Begin date	End date	Deliverable
Click or tap here to enter text.					
Total Co-Applicant Budget					



Regional Early Action Planning Grants of 2021 (REAP 2.0)
Sustainable Communities Program Call 4
Scope of Work Approval Form - Project Summary

Requested Revisions to Project Tasks *If a revision is requested, please also update the relevant project tasks outlined below and highlight the changes.*

Revised Project Tasks Outline

Task	Co-Applicant 1 / Co-Applicant 2 /	Estimated cost	Begin date	End date	Deliverable
Click or tap here to enter text.					
Total Co-Applicant Budget					

Route all budget changes to Accounting and B&G.

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

Revision Approval Requested By:

SCAG Project Manager

[Name / Title]

Revision Approved By:

SCAG Department Manager

[Name / Title]

Signature

Date

Signature

Date

Revision Approved By:

SCAG Deputy Director

[Name / Title]

Signature

Date



Regional Early Action Planning Grants of 2021 (REAP 2.0)
Sustainable Communities Program Call 4
Scope of Work Approval Form - Project Summary

Revision Approved By:

Subrecipient

[Name / Title]

Revision Approved By:

CBO Project Manager

[Name / Title]

Signature

Date

Signature

Date

In Process



Regional Early Action Planning Grants of 2021 (REAP 2.0)
Sustainable Communities Program Call 4
Scope of Work Approval Form – New Project Sheets

Project Metrics

Each REAP 2.0 project requires metrics to quantitatively measure the outcome of the project. Project metrics selected on this form will be included in the REAP 2.0 Call 4 progress reporting form. *Please select **all metrics** that will apply to your approved projects:*

1. This section is not applicable for SCP CEEEJ and is for information purposes only. Update not required.

In Process

	Project
<input type="checkbox"/> Metrics for this project have been selected in the “Project Metrics” portion of this form. (Please see note in Project Metrics section, this is not applicable for SCP CEEJ.)	
_____ (Insert Number of) Procurements Expected for this Project	
Brief Description of Project: (Pulled from approved project scope)	
Alignment with SCAG Connect SoCal regional priorities:	
Connection to REAP 2.0 Objectives (AFFH, Reducing VMT, Accelerating Infill Development):	
% %	



Regional Early Action Planning Grants of 2021 (REAP 2.0)
Sustainable Communities Program Call 4
Scope of Work Approval Form – New Project Sheets

Initial SAF Approved By:

Subrecipient

[Name / Title]

Initial SAF Approved By:

CBO Project Manager

[Name / Title]

Signature

Date

Signature

Date

In Process



Invoice Submittal Instructions

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

Data input is required in all tabs.

NOTE: CBO can only claim costs incurred to date.

Invoice Attachments	Cost Reimbursement
Cost Reimbursement Summary	<input type="checkbox"/> (A)
Progress Report - CBO	<input type="checkbox"/> (B)
Line-Item Billing - CBO	<input type="checkbox"/> (C)
Timesheet Template - CBO	<input type="checkbox"/> (D)
ODC Summary - CBO	<input type="checkbox"/> (E)
Proof of Payments (no separate tab)	<input type="checkbox"/> (F)

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

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

(C) Enter all charges on the **Line-Item Billing** tab (other direct costs and technical assistant consultants). The CBO can only claim costs incurred to date. Reference all supporting documentation to the **Line-Item Billing** (in Column A).

(D) If no payroll report is available, fill out the **Timesheet Template** for each CBO employee and Contract employee.

(E) Enter all Other Direct Costs (ODCs), itemized by category, on the **ODC Summary**.

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

1. Acceptable proof of payments are in the form of copy of checks or ACH payment confirmations and receipts for ODCs. Include a copy of paid invoices or receipts for any ODC charges, and payroll reports/journals for all CBO's direct labor charges.

a) Include a copy of paid invoices and/or receipts to support consultant charges and ODC charges.

b) Provide a Payroll/labor Report to support CBO's direct labor charges. The Payroll Report must include employee's name and title, hours, and actual pay rate by project. If Payroll Report is not available, provide timesheets segregating hours by project and payroll registers to substantiate the billed hours and actual pay rates.

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

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

4. Reference all supporting documentation to the **Line-Item Billing**. Submit proof of payments/supporting documentation in PDF file.

Must submit electronic **Excel file** and signed **PDF file** to accountspayable@scag.ca.gov and cc: SCAG Project Manager. **PDF file** must be in Agency's letterhead.

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

INVOICE REPORT - EXHIBIT C
Cost Reimbursement Summary

TO: Cindy Giraldo, Chief Financial Officer
900 Wilshire Blvd.Ste 1700
Los Angeles CA 90027
Southern California Association of Governments
AccountsPayable@scag.ca.gov

Sub-recipient Name:

Agency Project Manager Name:

Project Manager Email Address:

SCAG Project Manager Name:

Date:

Invoice #:

Billing Period:

MOU #:

OWP #:

MOU Term Date:

Project Title:

CBO Name:

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

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

Please send check to:

Agency Name

Address

City/State/ZIP

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

Signature of a CBO Authorized Official

Full Name of an Official who is Authorized to Legally Bind the Organization (CBO)

Signature of Sub-recipient Authorized Official

Full Name of an Official who is Authorized to Legally Bind the Organization (Sub-recipient)

Title

Date

Title

Date

Legend:

Formulas

For Input

Progress Report - CBO

Sub-Recipient Name:	0
Invoice #:	0
Billing Period:	0
MOU #:	0
CBO Name:	0

0

Overall Percentage of Work Completion: 0.00%

Task 1:

Input Task Name

0.00%

PENDING NEXT MONTH

Task 2:

Input Task Name

0.00%

PENDING NEXT MONTH

Task 3:

Input Task Name

0.00%

PENDING NEXT MONTH

Task 4:

Input Task Name

0.00%

PENDING NEXT MONTH

Task 5:

Input Task Name

0.00%

PENDING NEXT MONTH

Task 6:

Input Task Name

0.00%

PENDING NEXT MONTH

Legend: Formulas
For Input

Line-Item Billing - CBO
0

Sub-Recipient Name:
Invoice #:
Billing Period:
MOU #:
CBO Name:

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

Legend: Formulas
For input

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

The report must include employee's name and title, hours, and actual pay rate by project.

If labor report cannot be provided with the detail specified above, then also provide payroll registers and timesheets by project or fill out the timesheet template below.

CBO Name: 0

Project Title: 0

Employee Signature: _____ Date: _____

Employee Name: Insert Employee Name

	Insert date	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	Totals:
Enter Task Number and Name																															0.00
Enter Task Number and Name																															0.00
Enter Task Number and Name																															0.00
Enter Task Number and Name																															0.00
Enter Task Number and Name																															0.00
Enter Task Number and Name																															0.00
Enter Task Number and Name																															0.00
Enter Task Number and Name																															0.00
Enter Task Number and Name																															0.00
Enter Task Number and Name																															0.00
Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Legend: Formulas
For input

Other Direct Costs (ODC) Summary - CBO

0

Sub-Recipient Name: 0

Invoice #: 0

Billing Period: 0

MOU #: 0

CBO Name: 0

Travel

Date	Type	Purpose	Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Printing - Directly Chargeable only

Date	Type	Purpose	Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Other

Date	Type	Purpose	Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Total ODC

\$ -

matches

Legend:

Formulas

For Input

Exhibit D – Sub-Recipient Report Template

PENDING GUIDANCE FROM HCD

In Process