

COVER PAGE
MEMORANDUM OF UNDERSTANDING
No. M-010-20

SCAG Overall Work Program (OWP) No: 155-4863U8.01

Federal/State Awarding Agency: N/A
CFDA Number and Name: N/A
Federal Award Identification Number (FAIN) No: N/A
Federal Award Date: N/A
Total Amount of the Federal Award: N/A
Federal Award Project Description: N/A

Pass-Through Awarding Agency: N/A
Pass-Through Award No: N/A
Pass-Through Award Date: N/A
Pass-Through Agency Contact: N/A

Sub-Recipient Name: California Emerging Technology Fund (CETF), Inland Empire Regional Broadband Consortium (IERBC), Broadband Consortium of the Pacific Coast (BCPC), and Southern Border Broadband Consortium (SBBC)
Sub-Recipient's DUNS No: 830370800 (CETF)
Total Amount of Federal Funds Obligated to the Sub-Recipient: \$0
Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: \$319,593 (SHA), \$9,683 (CETF Cash)

Subaward Period of Performance Start Date: Effective date of this MOU
Subaward Period of Performance End Date: February 28, 2022

Type of Contract: Project Specific
Method of Payment: Lump Sum

Project R&D: N/A
Indirect Cost Rate for the Federal Award: N/A

Subaward Project Title: Transportation Broadband Strategies to Reduce VMT and GHG Project

Subaward Project Description:

This project will determine the feasibility of accelerating Digital Inclusion – broadband deployment and adoption – as a strategy to reduce VMT and GHGs in the Inland Empire and more broadly across the SCAG region. If more people have access to broadband, more people might choose to telecommute and more services could be provided online, especially in disadvantaged communities. Digital Inclusion could potentially be part of both routine and targeted projects that occur in the future and could reduce the cost of future digital infrastructure projects, which is a main obstacle to digital inclusion.

**MEMORANDUM OF UNDERSTANDING
NO. M-010-20**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG),
AND SUB-RECIPIENTS
(CALIFORNIA EMERGING TECHNOLOGY FUND, INLAND EMPIRE REGIONAL
BROADBAND CONSORTIUM, BROADBAND CONSORTIUM OF THE PACIFIC COAST,
AND SOUTHERN BORDER BROADBAND CONSORTIUM)
FOR THE TRANSPORTATION BROADBAND STRATEGIES TO
REDUCE VEHICLE MILES TRAVELED AND GREENHOUSE GASES PROJECT**

(SCAG Project/OWP No. 155-4863U8.01)

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between the **Southern California Association of Governments (“SCAG”)** and the **California Emerging Technology Fund (“CETF”), Inland Empire Regional Broadband Consortium (“IERBC”), Broadband Consortium of the Pacific Coast (“BCPC), and Southern Border Broadband Consortium (“SBBC”)** (collectively, “**Sub-Recipients**”) for the Transportation Broadband Strategies to Reduce Vehicle Miles Traveled (“VMT”) and Greenhouse Gases (“GHG”) Project, subsequently herein referred to as “Project.” SCAG and the Sub-Recipients are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS

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

WHEREAS, SCAG has been awarded a transportation planning grant from the California Department of Transportation (Caltrans), Division of Transportation Planning, under the FY 2019-20 Sustainable Transportation Planning Grant Program (Caltrans Grant Program);

WHEREAS, SCAG shall serve as the primary grant recipient and CETF shall work with SCAG to serve as the lead partner agency to perform administrative, oversight, and coordination efforts on behalf of the Sub-Recipients (known as “Sub-Applicants” in Exhibit A, “Scope of Work”) to pursue the Project;

WHEREAS, IERBC will help support CETF with coordination efforts for the Sub-Recipients;

WHEREAS, SCAG shall contribute a maximum, not to exceed amount of Three Hundred Nineteen Thousand Five Hundred Ninety-Three Dollars (\$319,593) using Caltrans Grant Program State Highway Account (SHA) Funds for the Project, solely for the performance of the Scope of Work by the Sub-Recipients as set forth in Exhibit A. Sub-Recipients and their consultants, including any sub-consultants are referred to hereafter as “Consultants.” Sub-Recipient services described herein shall include work performed by their procured Consultants;

WHEREAS, SCAG will manage the procurement process and contracts, in addition to oversight of a technical consultant that will review and analyze data and information, and work with Sub-Recipients to develop the framework for a final report studying reductions in VMT and GHG from broadband deployment in transportation projects;

WHEREAS, the Sub-Recipients shall provide local cash match and in-kind match totaling Forty-One Thousand Four Hundred Seven Dollars (\$41,407) to SCAG for the Project as outlined in the Project Timeline as set forth in Exhibit B. Additionally, CETF shall provide Twenty Thousand Three Hundred Two Dollars (\$20,302) pursuant to this MOU for SCAG's technical consultant for the Project;

WHEREAS, CETF's designated project manager, in coordination with SCAG's designated project manager, will ensure the Scope of Work described in Exhibit A is performed by the Sub-Recipients in accordance with the Project Timeline as set forth in Exhibit B;

WHEREAS, reimbursable activities performed by the Sub-Recipients will begin on the Effective Date of this Agreement indicated herein and shall be completed by February 28, 2022;

WHEREAS, this MOU shall supersede and replace any previous agreements or negotiations between SCAG and the Sub-Recipients related to the Project described herein; and

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

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. MOU Contents

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

2. Scope of Work

- a. The Sub-Recipients shall perform the Scope of Work described in Exhibit A, in accordance with applicable Federal and State requirements, including but not limited to the requirements set forth in Sections 7, 13, 14, 15 and 16 of this MOU. In addition, the Sub-Recipients shall require any and all Consultants who will perform work under this Agreement to comply with all applicable Federal and State requirements, including all applicable requirements of this MOU.
- b. SCAG shall only be obligated to make payment to CETF for services performed by the Sub-Recipients as set forth in Exhibit A and pursuant to the payment schedule as set forth in Exhibit B. SCAG shall only be obligated to make payment up to the maximum amount of Three Hundred Nineteen Thousand Five Hundred Ninety-Three Dollars (\$319,593) from SHA funds. SCAG intends to use SHA funds and Sub-Recipient's cash match of Nine Thousand Six Hundred Eighty-Three Dollars (\$9,683), including in-kind match of Thirty-One Thousand Seven Hundred Twenty-Four Dollars (\$31,724) to meet its funding obligations for the Project.
- c. SCAG hereby verifies that it shall procure its consultant to perform the Scope of Work through a competitive process. The Sub-Recipients hereby verify that any Consultant services that are

needed to perform the Scope of Work, other than from those Consultants currently retained under an executed contract, shall be procured in accordance with Caltrans' and SCAG's applicable procurement requirements and policies.

- d. CETF shall be responsible, in full or in part, for Tasks 4.1, 5.1, 5.2, and 7.1, as described in the Scope of Work, attached hereto as Exhibit A.
- e. IERBC shall be responsible, in full or in part, for Tasks 3.1, 3.2, 3.3, 4.1, 4.3, 5.1, 5.2, 5.4, 5.6, 5.8, 5.10, 6.1, 6.2, 6.3, 7.1, 7.2, 8.1, as described in the Scope of Work, attached hereto as Exhibit A.
- f. BCPC shall be responsible, in full or in part, for Tasks 4.2, 5.3, 5.7, as described in the Scope of Work, attached hereto as Exhibit A.
- g. SBBC shall be responsible, in full or in part, for Tasks 4.4, 5.5, 5.9, as described in the Scope of Work, attached hereto as Exhibit A.
- h. The Sub-Recipients shall be responsible for managing their Consultants in performing the Scope of Work described in Exhibit A, and IERBC, BCPC, and SBBC shall provide written Quarterly Reports to CETF's Project Manager. CETF Project Manager shall submit written Quarterly Reports on behalf of the Sub-Recipients to SCAG's Project Manager. SCAG's and CETF's Project Manager shall review and approve CETF's invoices on behalf of the Sub-Recipients.
- i. CETF's Project Manager shall be responsible for final approval of the deliverables consistent with the Scope of Work set forth in Exhibit A; provided, however, that prior to approving a deliverable, CETF's Project Manager shall consult with SCAG's Project Manager. In the event the Sub-Recipients propose an amendment to their Consultants contracts, which changes the terms of this Agreement, including but not limited to, any increase in the value of the contract amount and/or modifies the Scope of Work, the Party proposing the amendment shall notify SCAG's Project Manager in writing prior to execution of such amendment and provide SCAG with a copy of said amendment. If necessary, SCAG may propose an amendment to this Agreement.
- j. SCAG's Project Manager shall be notified and invited to the following project activities: the kick-off meetings, all steering or technical advisory committee meetings, all public engagement outreach events, and all City Council or Commission meetings where the Project in whole or in part is being presented or discussed.

3. Term

The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until February 28, 2022, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

4. Program Management

- a. All work under this MOU shall be coordinated with SCAG and CETF through the Project Managers.

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

Thomas Bellino
Associate Regional Planner
(213) 236-1830
bellino@scag.ca.gov

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

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

Sunne Wright McPeak
President and CEO
(415) 744-2382
sunne.mcpeak@cetfund.org

CETF 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 Three Hundred Nineteen Thousand Five Hundred Ninety-Three Dollars (\$319,593). SCAG shall not be obligated to make payments for any Project costs that exceed Three Hundred Nineteen Thousand Five Hundred Ninety-Three Dollars (\$319,593). SCAG shall not be obligated to pay for any increase in Project costs which exceeds SCAG's obligated funding amount.

- b. The Parties agree and acknowledge that the total funding of the Project is \$361,000 ("Total Project Funding") as follows:

Caltrans Grant Program SHA:	\$319,593
Local Cash Match Contribution (CETF):	\$9,683
Local In-Kind Match Contribution (CETF/Sub-Recipients):	\$31,724

- c. Of the Total Project Funding, \$329,276 represents grant funds awarded by Caltrans and local match funds committed by CETF to pursue the Project in accordance with Exhibit B. The local match shall be funded only with non-federal and non-state funds. The Sub-Recipients shall provide the Project with local in-kind match valued at \$31,724.
- d. SCAG shall maintain and account for the funds related to the Project. The Parties agree and acknowledge that the Project is subject to the inclusion and approval in SCAG's OWP for each applicable fiscal year. SCAG reserves the right to terminate this Agreement and/or to amend this Agreement to reflect any reduction in funds.

6. **Invoices, Progress Reports and Match Reports**

- a. SCAG's contribution to the Project shall be made on a lump sum progress basis to CETF, after the Sub-Recipients, have performed the services pursuant to the Scope of Work, Exhibit A. All

invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB).

- b. Not less frequently than once every month, CETF shall submit an invoice to SCAG using the Invoice Report, attached hereto and incorporated herein by this reference and subsequently herein referred to as "Exhibit C." SCAG shall reimburse CETF for the Sub-Recipient's invoices upon completing monthly deliverables in the Progress Payment Schedule, Exhibit B. The Invoice Report shall include a narrative description of the progress and percentage toward completion of tasks related to the Project. If CETF uses its own invoice template in lieu of the Exhibit C Invoice Report, CETF's invoice template shall include the required certification in accordance with 2 CFR Part 200.415 (a), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and such certification shall be signed by an official who is authorized to legally bind CETF.
- c. The Invoice Report shall include the following information:
 - 1) Names of Consultant personnel performing work
 - 2) Dates and times of Project work
 - 3) Location of Project work
 - 4) CETF shall submit progress reports (narrative report) indicating percentage of completion with each set of invoices to allow SCAG's Project Manager to determine if the Sub-Recipients are performing to expectations, are on schedule, are within funding limitations, as well as to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- d. Incomplete or inaccurate invoices shall be returned to CETF unapproved for correction.
- e. All direct costs billed must be specifically identified and costs shall not exceed the Task costs set forth in Exhibit B. If necessary, SCAG staff will determine if an amendment will be needed to this MOU, as agreed between SCAG and the Sub-Recipients.
- f. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to the Sub-Recipients and Consultants at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Also see website for summary of travel reimbursement rules.
- g. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), CETF shall submit a Quarterly Report in a format reasonably acceptable to SCAG's Project Manager. The Quarterly Report shall include, in narrative form, a description of services performed by the Sub-Recipients and Consultants, as well as progress toward completion of tasks related to the Project for the prior quarter and a reporting of all costs incurred regarding the Project.
- h. On all documents submitted to SCAG for the Project, including Invoices, Quarterly Reports, In-Kind Match Reports, the Project Number (OWP No. 155-4863U8.01) shall be referenced from the Effective Date through February 28, 2022.

- i. CETF shall submit an In-Kind Match Report, provided by the Sub-Recipients, with the invoice to SCAG, consistent with Exhibit B, with the following information included, but not limited to: Name of Project, Description of Services Provided, Period of the Service Performed, Staff Cost Incurred, Actual Hourly Pay Rates, Total Hours Worked, Fringe Benefit Rate, and Fringe Costs. Upon request of SCAG, CETF shall provide additional information within thirty (30) calendar days for the In-Kind Match Report.
- j. Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. CETF agrees to review, approve, and submit all invoices on behalf of the Sub-Recipients to SCAG for services rendered through June 30th, no later than July 21st during the contract's Term (e.g., 7/21/2020 & 7/21/2021). SCAG shall not be obligated to pay CETF for any invoice received after such date.
- k. CETF will be required to pay the Sub-Recipients for work no later than ten (10) days of receipt of each payment from SCAG. The ten (10) calendar day period is applicable unless a longer period is agreed to in writing.

7. Cost Principles

- a. The Sub-Recipients agree to comply with the following:
 - 1) The Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Subchapter E, Part 31, et seq. (Office of Management and Budget Circular A-87 Revised, "Cost Principles for State, Local, and Indian Tribal Governments) and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards shall be used to determine the acceptability of individual project cost items.
 - 2) The Sub-Recipients agree, and will require the Consultants, to be obligated to agree, that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items; and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Sub-Recipients, and Consultants receiving Project funds under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. Any costs for which the Sub-Recipients or Consultants receive reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are to be repaid by CETF on behalf of the Sub-Recipients within thirty (30) calendar days of CETF receiving notice of audit findings and a written demand for reimbursement from SCAG. Should CETF fail to reimburse unallowable costs due SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both

parties hereto, SCAG is authorized to withhold future payments from CETF due to the Sub-Recipients.

8. Electronic Version of Work Products

- a. For purposes of this Agreement, "Work Products" shall mean any deliverables, including reports, data files, newsletters or any other written or electronic materials provided pursuant to the Scope of Work described in Exhibit A.
- b. CETF shall submit one (1) electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and shall grant to the Sub-Recipients a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products without written verification by SCAG will be at the Sub-Recipient's sole risk and without liability or legal exposure to SCAG. Such written verification by SCAG shall not be unreasonably denied and shall be provided by SCAG within ten calendar days of the Sub-Recipient's request therefor.
- d. Notwithstanding the California Public Records Act, all deliverables and related materials related to the Project shall be held confidential by Consultants. Nothing furnished to the Sub-Recipients or SCAG, which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. The Sub-Recipients shall also safeguard such confidential materials from unauthorized disclosure using the same standard of care to avoid disclosure as the Sub-Recipients treat their confidential information, but in no case less than reasonable care.

9. MOU Changes

- a. No alteration or deviation of the terms of this MOU shall be valid unless made in writing and properly executed by both parties.
- b. Either Party may request, at any time, amendments to this MOU and will notify the other party regarding such changes. Within ten (10) calendar days from the date of the written notice, the requesting Party shall notify the other Party of the impact of such changes on the Scope of Work, schedule, and budget. Upon agreement between the Parties as to the required changes, an amendment to this MOU shall be prepared regarding the same. If the Parties are unable to reach an agreement regarding the changes requested by SCAG, the Parties may terminate this MOU in accordance with the provisions set forth in Section 20(a) of this MOU.

10. 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: Basil Panas
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
(213) 236-1817
panas@scag.ca.gov
- To CETF: Sunne Wright McPeak
President and CEO
California Emerging Technology Fund
414 13th Street, Suite 200B
Oakland, CA 94612
(415) 744-2382
sunne.mcpeak@cetfund.org
- To IERBC: Martha van Rooijen
Executive Director
Inland Empire Regional Broadband Consortium
PO Box 236
Calimesa, CA 92320
(951) 845-4391
martha@iebroadband.com
- To BCPC: Bruce Stenslie
President/CEO
Economic Development Collaborative
4001 Mission Oaks Blvd., Suite A-1
Camarillo, CA 93012
(805) 409-9155
bruce@edcollaborative.com
- To SBBC: Alessandra Muse
Marketing Coordinator
Imperial Valley Economic Development Corporation
2415 Imperial Business Park Drive, Suite A
Imperial, CA 92251
(760) 353-8332
alessandra@ivedc.com

11. Insurance

The Sub-Recipients, including Consultants, shall, at their own expense, procure and maintain policies of insurance of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage. The minimum required insurance coverage required by SCAG is set for below.

- a. Minimum Scope of Insurance – Coverage shall be at least as broad as:
 - 1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
 - 2) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- b. Minimum Limits of Insurance – the Sub-Recipients, including the Consultants, and SCAG shall maintain limits no less than:
 - 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by the Sub-Recipients including the Consultants in the minimum amounts of \$50,000/\$100,000/\$50,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.
 - 3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
- c. Other Insurance Provisions – the Sub-Recipients and SCAG should comply with the other insurance provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1) Automobile insurance is for personal vehicle only. Additional Insured not available.
 - 2) For any claims related to this Project, the Sub-Recipients, including the Consultant's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of the Sub-Recipients, and Consultant's insurance and shall not contribute with it.
 - 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
 - 4) The Sub-Recipients, including the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees and shall provide a waiver of subrogation.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- f. Verification of Coverage – the Sub-Recipients, including the Consultants, 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, the Sub-Recipients, including the Consultants, shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

12. Indemnification

- a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, the Sub-Recipients undertake and agree to defend, indemnify, and hold harmless SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including the Sub-Recipient's Consultant(s), employees and agents, or damage or destruction of any property of any party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions or violations of law by the Sub-Recipients, employees and agents in connection with its activities in pursuing the Project or under this MOU. The Sub-Recipients further agree to require its Consultants and sub-consultant to provide indemnification for SCAG to the same extent as the Sub-Recipients in the contract(s) between their Consultants, for work related to this Agreement.
- b. Except for the negligence or willful misconduct of the Sub-Recipients and any of its directors, officers, agents, employees, assigns, and successors in interest, SCAG undertakes and agrees to defend, indemnify, and hold harmless the Sub-Recipients and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SCAG's employees and agents, or damage or destruction of any property of any party hereto or of third parties, arising in any manner by reason of the negligent acts, errors or omissions or violations of law by SCAG or its employees and agents in connection with its activities in pursuing the Project or under this MOU.

13. Records Retention and Audits

- a. The Sub-Recipients shall maintain all source documents, books and records connected with the Project and procurement of the Consultants and all work performed under this MOU for a minimum of four (4) years from the Completion Date or the date an audit resolution is achieved

for each annual SCAG Overall Work Program (OWP), whichever is later, and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by SCAG upon request at no cost to SCAG.

- b. SCAG shall maintain all source documents, books and records connected with the Project under this MOU for a minimum of four (4) years from the Completion Date or the date an audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available upon request for inspection and audit by representatives of the Sub-Recipients, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by the Sub-Recipients upon request at no cost to the Sub-Recipients.
- c. The Sub-Recipients shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices and produce Progress Reports which clearly identify reimbursable travel costs.
- d. If applicable, the Sub-Recipients agree to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-Recipients in compliance with Subpart F of the Office of Management and Budget's Uniform Grant Guidance, formerly referred to as Circular A-133. The Sub-Recipients are responsible for assuring that the Single Auditor has reviewed the requirements of this MOU. Copies of said audits shall be submitted to SCAG.
- e. Neither the pendency of a dispute nor its consideration by a Party or the State shall excuse the other Party from full and timely performance in accordance with the terms of this MOU.

14. Federal Certifications and Assurances

- a. If applicable, the Sub-Recipients shall adhere to the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334 and the 23 U.S.C. 1234. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to the Sub-Recipients to the same extent as SCAG and may include, but are not limited to:
 - 1) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - 2) Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - 3) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).
- b. If applicable, the Sub-Recipients shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49

U.S.C. Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to the Sub-Recipients to the same extent as SCAG, and include but are not limited, the following areas:

- 1) Standard Assurances
- 2) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
- 3) Drug Free Work Place Agreement
- 4) Intergovernmental Review Assurance
- 5) Nondiscrimination Assurance
- 6) DBE Assurance
- 7) Nondiscrimination on the Basis of Disability
- 8) Certification and Assurances Required by the U.S. Office of Management and Budget

c. Federal Lobbying Activities Certification.

- 1) By signing this MOU, the Sub-Recipients certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of the Sub-Recipients, respectively, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, the Sub-Recipients, as applicable, shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."
- 3) This certification is a material representation of fact, upon which reliance was placed when this MOU was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the Master Fund Transfer Agreement between SCAG and the State.

15. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- b. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.)

and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this MOU by reference and made a part hereof as if set forth in full.

- c. Noncompliance: In the event of noncompliance by either Party with the nondiscrimination provisions of this MOU, the other Party may cancel, terminate or suspend the MOU, in whole or in part.
- d. If required by DOT, additional or alternate sanctions for noncompliance may be imposed.

16. Conflict of Interest

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

17. Independent Contractor

The Sub-Recipients and their consultants, sub-consultant, officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of SCAG.

18. Disputes

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

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

19. Noncompliance

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

20. Termination of MOU

- a. **Termination for Convenience.** Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the MOU shall be provided to SCAG. The Sub-Recipients shall be paid for all services performed by the Consultants and accepted by the Sub-Recipients provided the required consultation between the Sub-Recipients and SCAG has been undertaken in accordance with Section 2(e) of this MOU. Further, the Party terminating this MOU before the effective date of termination shall be responsible for any actual, incurred termination costs incurred by the Consultants as a result of such termination notice.
- b. **Termination for Cause.** If through any cause, the Sub-Recipients shall fail to timely and adequately fulfill its obligations under this MOU, or if the Sub-Recipients violates any of the covenants, agreements, or stipulations of this MOU, SCAG shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the Sub-Recipients of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for the Sub-Recipients 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 clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.
- c. If through any cause, SCAG shall fail to timely and adequately fulfill its obligations under this MOU, or if SCAG violates any of the covenants, agreements, or stipulations of this MOU, the Sub-Recipients shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to SCAG of the intent to terminate and specifying the effective date thereof. The Sub-Recipients shall provide a reasonable opportunity for SCAG to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that the Sub-Recipients invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to the Sub-Recipients at its option.

21. Non-Assignment

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

22. Release of Information

The Sub-Recipients shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of SCAG, except as required by law and with prior written notice to SCAG.

23. 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.

24. Survival

The following sections survive expiration or termination of this MOU:

Section 8 (Electronic Version of Work Products)
Section 12 (Indemnification)
Section 18 (Disputes)
Section 22 (Release of Information)

25. Jurisdiction and Venue

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

26. Waiver

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

27. Standard of Care

The Parties, including the Subrecipient's consultants and sub-consultants shall perform the work required for the production of the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

28. Force Majeure

Neither the Sub-Recipients, SCAG, consultants nor sub-consultants shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, or any other similar cause beyond the reasonable control of the Sub-Recipients, SCAG or sub-consultants.

29. Execution of MOU or Amendment

This MOU, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same

agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

30. Effective Date

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

31. Entire MOU

This MOU, including the attached Exhibits A, B, C, and D 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.

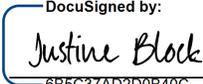
**SIGNATURE PAGE
MEMORANDUM OF UNDERSTANDING
NO. M-010-20**

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

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By:  DocuSigned by:
1251EB1D2900404...
Basil Panas
Chief Financial Officer
9/25/2020
Date

APPROVED AS TO FORM:

By:  DocuSigned by:
6B5C37AD2D0B40C...
Justine Block
Acting Chief Counsel/Director of Legal Services
9/25/2020
Date

CALIFORNIA EMERGING TECHNOLOGY FUND (“CETF”)

By:  DocuSigned by:
E74EAD81C26D408...
Sunne Wright McPeak
Chief Executive Officer
9/9/2020
Date

APPROVED AS TO FORM:

By:  DocuSigned by:
E74EAD81C26D408...
Sunne Wright McPeak
Chief Executive Officer
9/9/2020
Date

INLAND EMPIRE REGIONAL BROADBAND CONSORTIUM (“IERBC”)

DocuSigned by:
By: Martha van Rooijen, Executive Director 9/9/2020
54FEBCF956F9495...
Martha van Rooijen Date
Executive Director

APPROVED AS TO FORM:

DocuSigned by:
By: Martha van Rooijen, Executive Director 9/9/2020
54FEBCF956F9495...
Martha van Rooijen Date
Executive Director

BROADBAND CONSORTIUM OF THE PACIFIC COAST (“BCPC”)

DocuSigned by:
By: Bruce Stenslie, President and CEO 9/10/2020
BB50A6F8DA244B8...
Bruce Stenslie Date
President and CEO

APPROVED AS TO FORM:

DocuSigned by:
By: Dr. Bill Simmons, Consortium Coordinator 9/10/2020
54055B09140E4E1...
Dr. Bill Simmons Date
Consortium Coordinator

SOUTHERN BORDER BROADBAND CONSORTIUM (“SBBC”)

DocuSigned by:
By: Timothy Kelley, President and CEO 9/25/2020
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Timothy Kelley Date
President and CEO

APPROVED AS TO FORM:

DocuSigned by:
By: Timothy Kelley, President and CEO 9/25/2020
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Timothy Kelley Date
President and CEO

Exhibit A

SCOPE OF WORK

Transportation Broadband Strategies to Reduce VMT and GHG

Caltrans Sustainable Communities Grant Application

INTRODUCTION:

The purpose of this grant application is to determine the feasibility of accelerating Digital Inclusion (broadband deployment and adoption) as a "green strategy" to reduce Vehicle Miles Traveled (VMT), improve mobility, and quantify the potential for contributing to the Southern California Association of Governments (SCAG) region 19% GHG emissions reduction goal. This is the percent change in per capita passenger vehicle greenhouse gas emissions in 2035 relative to 2005.

Digital Inclusion embraces broadband infrastructure planning and deployment for residents and businesses, as well as helping the community gain access to the internet and adopt online services once broadband is made available or the level of service improved. Broadband provides access to online services—online education, telehealth, job-search, telecommuting, civic engagement and social connections, e-government services, access to social and emergency services.

Digital Inclusion is especially important to consider for disadvantaged and unserved/underserved communities. A lack of internet service in rural areas and poorer neighborhoods with little economic development, leaves these communities isolated and in a position that many, for the most part, use vehicular travel to access many services that are now available online.

One of the main obstacles to bringing high-speed internet into these areas is the cost of deploying broadband is very high. With little economic development and residents with limited income, disadvantaged areas tend to have low-level internet service with little broadband infrastructure investment. Unserved/underserved rural areas are also very expensive for deploying broadband—there are fewer customers across larger areas that often have geographic and geological issues that are cost prohibitive.

The California Public Utilities Commission (CPUC) administers the California Advanced Services Fund (CASF) which helps provide a subsidy for broadband deployment in unserved areas. However, these funds are limited so it makes sense to leverage transportation corridors and facilities in finding cost effective ways for broadband deployment in these areas.

CPUC also established 16 Regional Broadband Consortia statewide to help address broadband deployment and adoption (Digital Inclusion) in California. The Regional Consortia have identified that transportation facilities are often an obstacle to broadband deployment in disadvantaged and unserved/underserved communities when they should be a benefit. For example, without advanced planning for broadband, it is often "too late" for Internet Service Providers (ISP's) to gain access to new transportation projects, rehabilitation work, or bridge projects. Typically, reasons given are that the environmental clearances are done and did not include broadband and adding it would trigger new reviews.

There are cases, however, where broadband has been effectively deployed in transportation facilities—an example is the Digital 395 project, which is the \$125 million Digital Inclusion project which deployed broadband along State Highway 395 from Reno to Barstow funded by federal

stimulus funds and CPUC CASF. This project has brought very high-speed internet to previously unserved/underserved and disadvantaged communities along Highway 395 that now utilize online services as a routine matter. (See Attached Digital 395 Broadband Map)

Although planning for broadband deployment in transportation facilities has not been done proactively in most cases, AB1549 passed in September 2016 which required Caltrans to adopt a Wired Broadband ROW in State Highways User Guide by January 1, 2018 to allow broadband deployment through encroachment permits on State Highways, as well as offering the opportunity for broadband partnering agreements early in project design. (See Attached Caltrans Wired Broadband ROW User Guide)

The 2017 California General Plan Guidelines now require broadband be included in the Circulation Element under utilities and to support Dig Once policies, and in the Healthy Community Section to support telehealth. (See Attached 2017 General Plan Guidelines Pages 81, 82, and 211)

As part of the 2018 California Transportation Commission (CTC) Comprehensive Multimodal Corridor Plan Guidelines, broadband as a "green strategy" for reducing VMT and GHG was discussed at a 9/27/2018 meeting in Sacramento sponsored by the State Department of Technology with broadband stakeholders, including ISP's, CTC, Caltrans, and statewide Regional Broadband Consortia.

The CTC Comprehensive Multimodal Corridor Planning Guidelines and the need to identify strategic broadband corridors in the Guidelines were topics at the meeting. CETF submitted broadband comments that are incorporated into the CTC guidelines, which are scheduled for approval 12/5/2018. According to Caltrans, CETF broadband comments will also be included in the upcoming Caltrans Corridor Planning Guidebook. CETF, working closely with IERBC, facilitated the 9/27/2018 Broadband Stakeholder meeting with the California Broadband Council.

CETF also provided testimony at the 10/17/2018 CTC hearing on the Multimodal Corridor Guidelines, submitting a Map and List of Strategic Broadband Corridors prepared by statewide Regional Broadband Consortia that should be considered for advanced broadband planning. (See Attached CETF CTC 10/17/2018 Information and 2018 CTC Final Draft Multimodal Corridor Guidelines)

With this background, this scope of work will provide the data and study needed to show that broadband planning and deployment as part of transportation facilities makes sense and is good public policy leading to reduced VMT and GHG.

It is important to utilize public rights of way as best possible to accelerate broadband planning and construction of broadband infrastructure to bring high-speed internet for improved residential and non-residential use, especially in areas that are disadvantaged and unserved or underserved.

Improved broadband service leads to more services accessible online resulting in less vehicular trips needing to be made. This results in reduced VMT and GHG.

Transportation facilities are important to broadband deployment as they can be utilized for broadband conduit; however, once transportation facilities are designed or in the process of being built, it has proven difficult to just add broadband into the project, and often opportunities for efficient and cost-effective routes are missed.

Broadband is a "green strategy" that improves mobility and decreases impacts on the environment. Therefore, CTC, Caltrans, regional transportation authorities, and local government should

encourage the accommodation of broadband infrastructure deployment in all transportation plans. Showing the high value broadband can bring to a community in reducing VMT and GHG will further the effort to include broadband planning in state, regional and local transportation projects.

This project will also show “Dig Once” efficiencies and cost savings from broadband planning and deployment in transportation facilities.

The project will be informed by community engagement in the counties within the SCAG region that have established Regional Broadband Consortia through the CPUC: Imperial County, Los Angeles County, Riverside County, San Bernardino County, and Ventura County.

This work will have direct application for SCAG transportation planning and project implementation. Identifying broadband planning and deployment in transportation projects as a method to reduce VMT and GHG will serve as a resource for local government, other counties, and regional transportation authorities within the SCAG region, as well as for MPO’s, Caltrans, the California Transportation Commission, the California Air Resources Board (CARB) agencies and organizations statewide.

The project will include formation of an Expert Advisory Committee to help guide the process and provide peer review opportunity.

Imperial, Los Angeles, Riverside, and San Bernardino Counties are disadvantaged with median incomes far below the state median income and have communities in rural and highly urban areas with very low incomes, high poverty rates with low-level internet. In Ventura County, there are cities, such as Oxnard, Port Hueneme, and Santa Paula, that have median incomes below the state median and are rural, with high poverty rates and poor internet service.

This project will address environmental benefits of VMT and GHG from broadband included in transportation projects, with a focus on disadvantaged communities, as well as unserved and underserved communities in rural and urban areas.

Improving broadband for these communities provides environmental justice so residents are not left behind and have similar access to online services, education, telehealth, e-government, emergency services just as others have in less disadvantaged and rural areas.

Leveraging the State’s public assets, such as transportation facilities, to ensure they include broadband planning and deployment will lower cost and resources need for broadband providers to serve disadvantaged and unserved/underserved areas. Broadband planning and deployment in transportation facilities will also improve emergency and disaster response, especially in disadvantaged and underserved areas. It is important to start planning now for broadband so as to avoid missed opportunities as projects are regularly being planned and built without consideration of community broadband needs.

By studying VMT and GHG reductions related to transportation facilities, the Final Transportation Broadband Strategies Report resulting from this project can lead to policies to include broadband planning and implementation as part of transportation projects. This will provide improved broadband deployment within the SCAG region, especially in disadvantaged communities where a lack of investment is an obstacle for improved broadband service.

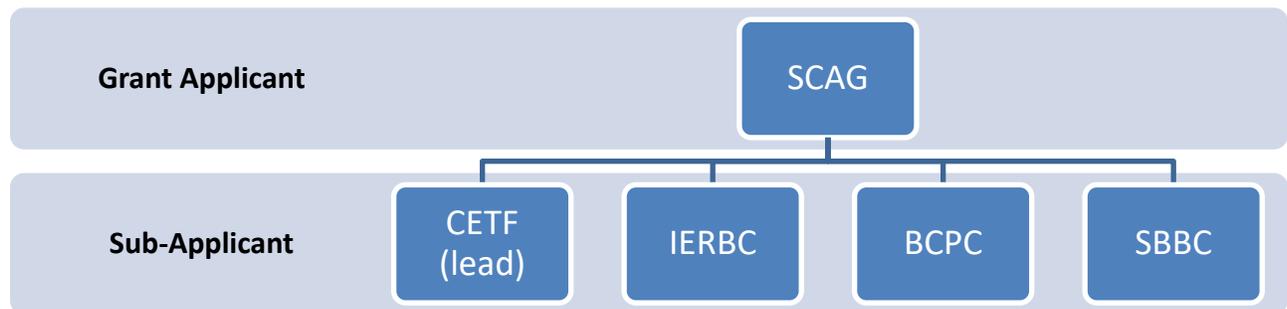
Without broadband, those who live in unserved and underserved areas cannot take advantage of online learning, telecommuting, and telehealth opportunities, and in some cases emergency services—in turn, VMT and GHG are not reduced as these services must be accessed in these areas by people driving to accomplish what could have been done online; and, in many cases, the vehicular trips are over long distances or adding to heavy traffic congestion at peak hours.

SCAG is the grant applicant for the Caltrans Sustainable Communities Program and is partnering with four (4) Sub-Applicants.

The Sub-Applicants include the California Emerging Technology Fund (CETF), which serves as the lead, and the Regional Broadband Consortia in the SCAG Region:

- Inland Empire Regional Broadband Consortium (IERBC) – Los Angeles, Riverside and San Bernardino Counties
- Broadband Consortium of the Pacific Coast (BCPC) – Ventura County
- Southern Border Broadband Consortium (SBBC) – Imperial County

Note: There are 16 Regional Broadband Consortia recognized statewide by the California Public Utilities Commission (CPUC). Three (3) of the Regional Consortia are in the SCAG region and are Sub-Applicants, along with CETF, for this grant application to the Caltrans Sustainable Communities Program.



RESPONSIBLE PARTIES:

Grant Applicant:

SCAG

- As the MPO, will provide project administration and oversight.
- Manage the procurement process for SCAG's technical consulting services needed for the project.
- Provide oversight and contract management for SCAG's technical consultant.
- Provide grant administration, coordination with the Sub-Applicants and grant close-out services.

Responsible for the following tasks and additional information can be found below: Tasks 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, 2.4, 2.5

Grant Sub-Applicants:

CETF

- Lead responsible for performing the administrative, oversight, and coordination efforts on behalf of the Sub-Applicants.
- Primary day-to day contact (coordinating with the Sub-Applicants).

- Coordinate with SCAG's technical consultant to help streamline data collection processes amongst the Sub-Applicants.
- Provide leadership in forming an Expert Advisory Committee to help guide the process, as well as provide technical expertise for the project.

Responsible for the following tasks and additional information can be found below: Tasks 4.1, 5.1, 5.2, 7.1

IERBC

- Support the day-to day contact coordination between CETF and the Sub-Applicants.
- Support coordinating between CETF and SCAG's technical consultant.
- Set-up and manage the Expert Advisory Committee in conjunction with CETF.
- Provide data collection, community engagement and stakeholder involvement, focus groups, and surveys, including outreach to disadvantaged and unserved/underserved communities.
- Coordinate with the Sub-Applicants to help facilitate community engagement, focus groups, and surveys.

Responsible for the following tasks and additional information can be found below: Tasks 3.1, 3.2, 3.3, 4.1, 4.3, 5.1, 5.2, 5.4, 5.6, 5.8, 5.10, 6.1, 6.2, 6.3, 7.1, 7.2, 8.1

BCPC

- Provide data collection, community engagement and stakeholder involvement, focus groups, and surveys, including outreach to disadvantaged and unserved/underserved communities.

Responsible for the following tasks and additional information can be found below: Tasks 4.2, 5.3, 5.7

SBBC

- Provide data collection, community engagement and stakeholder involvement, focus groups, and surveys, including outreach to disadvantaged and unserved/underserved communities.

Responsible for the following tasks and additional information can be found below: Tasks 4.4, 5.5, 5.9

Please note, tasks below will include services from the Sub-Applicant's respective consultants and sub-consultants.

OVERALL PROJECT OBJECTIVES:

Objective 1:

To determine empirically that broadband planning and deployment in transportation facilities results in public benefits of improved high-speed and ubiquitous internet service which leads to increased telecommuting, online learning, telemedicine, e-government, and e-commerce, access to emergency services—improving mobility and reducing VMT and GHG.

Objective 2:

To demonstrate that broadband planning and deployment in transportation projects can lead to “Dig Once” project savings and efficiencies, as well as public private partnerships with Internet Service Providers (ISP’s) generating new revenue to cover cost in the long run for broadband planning and deployment.

Objective 3:

Through community engagement, enhance understanding of the links between broadband, transportation and community sustainability, and how integrated transportation planning and governance can improve sustainability and quality of life for residents in the SCAG region.

Objective 4:

Provide a focus on broadband planning and deployment in transportation systems that benefit disadvantaged communities, including minority and impoverished neighborhoods, seniors and the disabled, as well as Native American Tribes, rural areas, unserved/underserved areas with respect to broadband, and those where transportation facilities created permanent barriers between neighborhoods.

Objective 5:

SCAG will document findings, identify information and data gaps, collect needed data, analyze the data, and have a robust public engagement process involving stakeholders and those in disadvantaged and unserved/underserved rural and urban areas. The project will result in a Final Transportation Broadband Strategies Report showing improved mobility and environmental benefits of reduced VMT and GHG by integrating broadband planning and deployment into transportation planning and facilities.

The Final Report will provide quantification and analysis to show broadband in transportation projects leads to improved broadband service through time and cost efficiencies, which lead to reduced VMT and GHG emissions.

The report will include a broadband investment and penetration study showing how much VMT and GHG is reduced as broadband service improves, especially in disadvantaged and unserved/underserved communities. The study will also identify cost and funding strategies for including broadband in transportation projects and relate this back to the value of VMT and GHG reduction to meet SCAG regional goals.

TASKS:**1. Kick-Off Meeting with Caltrans****Task 1.1: Kick-Off Meeting**

- SCAG will hold a kick-off meeting with Caltrans staff and Sub-Applicants to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. This meeting will enable SCAG to begin preparation of the Request for Proposal (RFP) document for SCAG's technical consultant procurement. Expectations, objectives, and roles of the project participants will be clearly established. Meeting summary will be documented.
- Responsible Party: SCAG

Task 1.2: Distribute Project Schedule to Participants

- SCAG will distribute project schedule to all Sub-Applicants.
- Responsible Party: SCAG

Task 1.3: Set up Quarterly Coordination Meetings and/or Conference Calls

- SCAG will set up quarterly coordination meetings with Sub-Applicants to ensure project progress.
- Responsible Party: SCAG

Task	Deliverable
1.1	<i>Kick-off Meeting with Caltrans Completed</i>
1.2	<i>Project Schedule Distributed</i>
1.3	<i>Quarterly Coordination Meetings and/or Calls Set-up</i>

2. Project Administration

SCAG will provide Project Administration, including reporting and invoicing to Caltrans, meeting with the Sub-Applicants. SCAG will manage the procurement process to hire a Technical Consultant that will review and analyze data and information, work with IERBC to develop the framework for the Final Report studying reductions in VMT and GHG from Broadband Deployment in Transportation Projects.

SCAG will provide contract management and oversight of SCAG's Technical Consultant.

Task 2.1: Quarterly Reporting to Caltrans

- SCAG will prepare quarterly reports including the project progress provided by CETF on behalf of the Sub-Applicants. CETF will provide SCAG a narrative report with a description of services performed by the Sub-Applicants as well as progress toward completion of tasks related to the project.
- Responsible Party: SCAG

Task 2.2: Invoicing to Caltrans

- SCAG will prepare monthly invoices to submit to Caltrans based on information provided by CETF on behalf of the Sub-Applicants. CETF will review, approve, and submit all invoices on behalf of the Sub-Applicants to SCAG for progress payments.
- Responsible Party: SCAG

Task 2.3: Quarterly Sub-Applicant Meetings

- SCAG will convene quarterly meetings with Sub-Applicants to ensure project progress.
- Responsible Party: SCAG

Task 2.4: Technical Consultant Procurement

- SCAG will develop selection criteria and a procurement process schedule that will be provided to Caltrans to procure SCAG's technical consultant services via the RFP process. SCAG will issue the RFP as quickly as possible following the Kick-off meeting. Sub-Applicants will be included to assist SCAG in the review and selection of the proposals submitted. SCAG's consultant will be experienced in performing socio-economic and transportation system performance analysis to develop the Transportation Broadband Strategies Report.
- Responsible Party: SCAG

Task 2.5: Grant Close-Out

- SCAG will provide grant close-out including completing final documentation and reporting for the project, including documentation from the Sub-Applicants.
- Responsible Party: SCAG

Task	Deliverable
2.1	<i>Quarterly Reports Completed</i>
2.2	<i>Invoicing Completed</i>
2.3	<i>Quarterly Sub-Applicant Meetings Completed</i>

2.4	<i>Technical Consultant Contract Approved</i>
2.5	<i>Grant Close-Out Completed</i>

3. Assessment of Existing Conditions and Identification of Data Needs

Task 3.1: Review Existing Broadband and Environmental Benefit Data and Published Literature

- The Inland Empire Regional Broadband Consortium (IERBC) as Sub-Applicant will review existing broadband and data and published literature related to VMT and GHG reduction as part of environmental benefit review. This information will be compiled in a report which identified information gaps.
- This information will be provided to SCAG's technical consultant as a basis to identify additional data and information that will need to be collected by the Regional Broadband Consortium Sub-Applicants in Task 4.
- Responsible Party: IERBC

Task 3.2: Socio-Economic Data Analysis

- SCAG's consultant will review and analyze available socio-economic data and make recommendations on the types of data that will need to be collected by Sub-Applicants to fill in the gaps.
- SCAG's consultant will attend/participate in 1 Expert Advisory Committee Meeting
- IERBC will provide coordination with SCAG's consultant.
- Responsible Party: SCAG's consultant and IERBC

Task 3.3: Transportation System Performance Data Analysis

- SCAG's consultant will review and analyze available transportation system performance data and make recommendations on the types of data that will need to be collected by Sub-Applicants to fill in the gaps.
- SCAG's consultant will attend/participate in 1 Expert Advisory Committee Meeting
- IERBC will provide coordination with SCAG's consultant.
- Responsible Party: SCAG's consultant and IERBC

Task 3.4: GIS Mapping

- SCAG's technical consultant will develop the framework for GIS mapping that will be included in the final report for this project.
- IERBC will coordinate with Riverside County Information Technology Department to utilize existing County GIS shapefiles and data for project mapping if available.
- Responsible Party: SCAG's consultant and IERBC

Task	Deliverable
3.1	<i>Report of Findings: Identification of Information and Data Gaps Completed</i>
3.2	<i>Socio-Economic Data Analysis Completed</i>
3.3	<i>Transportation System Performance Data Analysis Completed</i>
3.4	<i>GIS Mapping Completed</i>

4. Data Collection

IERBC will provide data collection, as well as oversee the data collection activities to ensure the process is streamlined with BCPC and SBBC.

Task 4.1: Data Collection: IERBC and CETF

- IERBC will collect data for Riverside and San Bernardino Counties based upon SCAG's technical consultant recommendation of the types of data that is needed to show broadband relationship and impact to VMT and GHG. This data could include health statistics, travel patterns, such as distance from home to employer and school.
- IERBC will contact Riverside and San Bernardino County for access to data needed. Both counties are members of IERBC and will support the project by providing data for the project.
- IERBC and CETF will provide coordination for the project data collection activities to ensure the process is streamlined with BCPC and SBBC.
- Responsible Party: IERBC and CETF

Task 4.2: Data Collection: BCPC

- BCPC will collect data for Ventura County, as well as Santa Barbara and San Luis Obispo based upon SCAG's technical consultant recommendation of the types of data that is needed to show broadband relationship and impact to VMT and GHG.
- Responsible Party: BCPC

Task 4.3: Data Collection: IERBC

- IERBC will collect data for Los Angeles County based upon SCAG's technical consultant recommendation of the types of data that is needed to show broadband relationship and impact to VMT and GHG.
- Responsible Party: IERBC

Task 4.4: Data Collection: SBBC

- SBBC will collect data for Ventura County, as well as Santa Barbara and San Luis Obispo based upon SCAG's technical consultant recommendation of the types of data that is needed to show broadband relationship and impact to VMT and GHG.
- Responsible Party: SBBC

Task	Deliverable
<i>4.1</i>	<i>Data from IERBC Collected</i>
<i>4.2</i>	<i>Data from BCPC Collected</i>
<i>4.3</i>	<i>Data from IERBC Collected</i>
<i>4.4</i>	<i>Data from SBBC Collected</i>

5. Community Engagement

Community engagement will be supported by an expert advisory committee established by CETF, and will be done throughout the SCAG region by the Regional Broadband Consortia (BCPC, IERBC, and SBBC) through stakeholder convenings and focus groups with surveys,

This will provide enhanced understanding by stakeholders and community members within the SCAG region of the linkage between broadband and transportation system sustainability, and how integrating broadband technology in transportation planning and systems can lead to changed behavior, changed transportation patterns, and a change and reduction in travel trips—all resulting in reduced VMT and GHG emissions.

The community engagement will result in community understanding that transportation demand management resulting from broadband based solutions, such as increasing employer and employee acceptance and desire for telecommuting, off-site work places, such as satellite office locations, shared work space, and on-demand work space, as well as telehealth and online education will improve VMT and GHG, transportation system sustainability and improve quality of life in the region.

The Final Report will include analysis and compilation of information and feedback from the community engagement. The community engagement process provides opportunity for ideas stemming from the data/information collected and analyzed to be discussed with stakeholders to learn their reaction and collect feedback that will help inform the project's Final Report.

Task 5.1: Expert Advisory Committee

- An Expert Advisory Committee familiar with SCAG Region will be established by CETF with support from IERBC. The Expert Advisory Committee will be managed by CETF and IERBC.
- The Expert Advisory Committee will provide guidance on methodology, data collection, and do a “peer review” on the process and results of the project.
- There will be a minimum of five (5) Expert Advisory Committee meetings. These may be in person, conference call or other medium.
- A written summary report for each Expert Advisory Committee meeting will be provided.
- Responsible Party: CETF and IERBC

Task 5.2: Community Engagement and Stakeholder Convenings - IERBC

- Community Engagement will be creative, innovative, community leadership-centered. It will also be culturally sensitive, with focus on disadvantaged communities and unserved/underserved rural and urban areas.
- The Regional Broadband Consortium Sub-Applicants will lead the community engagement effort in each of the SCAG region counties: SBBC: Imperial County; IERBC: Los Angeles County, Riverside County, and San Bernardino County; and BCPC Ventura County.
- IERBC and CETF will also oversee this work to help streamline and share ideas and best practices with the Sub-Applicants.

- There will be a minimum of 12 Community Engagement and Stakeholder Convenings, which will be allocated as a minimum of three (3) convenings per Regional Broadband Consortium Sub-Applicant region conducted by IERBC, BCPC, and SBBC.
- The convenings will be in the form of workshops where information and data collected for the project are presented to a group of community stakeholders for their response and feedback in table-top type discussions.
- The workshops will either be set up as stand-alone meetings, or where possible, Regional Consortiums will join other stakeholder workshops where the subject of broadband is relevant and provides an opportunity to reach a larger number of stakeholders.
- Regional Consortiums will invite attendees utilizing existing relationships developed over many years with leadership and key stakeholders in the region and statewide. Invitations to workshops will be done through email distribution as well as through personal contact and follow up to ensure that workshops have a diverse representation of the community.
- Community Engagement and Stakeholder Convening workshops will include:
 - Elected Officials
 - CTC
 - CARB
 - State Agencies (Caltrans, Cal OES, CPUC, State Dept. of Technology, etc.)
 - County Representatives
 - Council of Governments
 - Transportation Authorities
 - Universities and Colleges
 - Community Colleges
 - School Districts
 - CENIC (California Education Network)
 - Healthcare Districts
 - California Telehealth Network (CTN)
 - Regional Broadband Consortia
 - Internet Service Providers (ISP's)
 - Note: ISP's will include incumbents such as AT&T, Frontier, and Verizon, as well as Cable ISP's such as Charter, and independent ISP's such as Race, GeoLinks, etc.
 - Community Members, including in Disadvantaged Communities
 - Community Anchors (e.g., Education and Healthcare)
 - Non-profits and Community Based Organizations (CBO's)
 - Major Employers
- Meetings and events will be held at convenient times in the evening, weekend or at times convenient to the community.
- There will be translation services made available at meetings and for written material for non-English speakers. Coordination with non-profits and CBO's will be done to ensure that information is provided to community members that cannot make meetings, such as scheduling conflicts or disability that prevents attending meetings.
- IERBC, as a Regional Broadband Consortium Sub-Applicant, will lead the community engagement effort for a minimum of three (3) convenings in Riverside and San Bernardino County based upon information in this task.

- A written summary report for each workshop will be provided.
- Responsible Party: IERBC and CETF

Task 5.3: Community Engagement and Stakeholder Convenings - BCPC

- BCPC, as a Regional Broadband Consortium Sub-Applicant, will lead the community engagement effort for a minimum of three (3) convenings in Ventura County based upon information in Task 5.2.
- BCPC will focus on community engagement in Ventura County.
- A written summary report for each workshop will be provided.
- Responsible Party: BCPC

Task 5.4: Community Engagement and Stakeholder Convenings - IERBC

- IERBC, as a Regional Broadband Consortium Sub-Applicant, will lead the community engagement effort for a minimum of three (3) convenings in Los Angeles County based upon information in Task 5.2.
- IERBC will also focus on community engagement in Los Angeles County.
- A written summary report for each workshop will be provided.
- Responsible Party: IERBC

Task 5.5: Community Engagement and Stakeholder Convenings - SBBC

- SBBC, as a Regional Broadband Consortium Sub-Applicant, will lead the community engagement effort for a minimum of three (3) convenings in Imperial County based upon information in Task 5.2.
- SBBC will focus on community engagement in Imperial County.
- A written summary report for each workshop will be provided.
- Responsible Party: SBBC

Task 5.6: Focus Groups with Surveys - IERBC

- Focus groups will be conducted with specific groups from the list community stakeholders shown above in Task 5.2 and concentrate on gathering input from major employers, educators, and healthcare sector.
- Focus groups will be set up with smaller groups in a less formal setting where brainstorming and sharing of ideas will be accomplished. Data and information will be shared to gain feedback from these focused groups about broadband and its relationship with VMT and GHG reduction, and how this might stimulate behavior shifts to benefit the transportation and community sustainability.
- The focus groups will include written surveys for participants to document their feedback at the focus groups. The survey forms will also be made available for them to take back to

their organizations to provide additional feedback on the concepts discussed at the focus group. The focus group participants will be asked to also collect this information from their organization and provide back as a follow up to participating in the focus group so it can be included in the project.

- There will be a minimum of eight (8) Focus Groups with Surveys, which will be allocated as a minimum of two (2) per Regional Broadband Consortium (IERBC, BCPC, and SBBC).
- IERBC, as a Regional Broadband Consortium Sub-Applicant, will conduct a minimum of two (2) focus groups with surveys in Riverside and San Bernardino Counties.
- Information and data from the focus groups/surveys will be provided to SCAG's technical consultant for the Final Transportation Broadband Strategies Report.
- IERBC will oversee this work to help streamline and help Sub-Applicants develop focus group topics that address broadband and reduction in VMT and GHG.
- A written summary report for each focus group with surveys will be provided.
- Responsible Party: IERBC

Task 5.7: Focus Groups with Surveys - BCPC

- The BCPC Focus Groups will be conducted as described in Task 5.6 above.
- BCPC, as a Regional Broadband Consortium Sub-Applicant, will conduct a minimum of two (2) focus groups with surveys in Ventura County based upon information in Task 5.6.
- Information and data from the focus groups/surveys will be provided to SCAG's technical consultant for the Final Transportation Broadband Strategies Report.
- BCPC will conduct focus groups and surveys in Ventura County.
- A written summary report for each focus group with surveys will be provided.
- Responsible Party: BCPC

Task 5.8: Focus Groups with Surveys - IERBC

- The IERBC Focus Groups will be conducted as described in Task 5.6 above.
- IERBC, as a Regional Broadband Consortium Sub-Applicant, will conduct a minimum of two (2) focus groups with surveys in Los Angeles County based upon information in Task 5.6.
- Information and data from the focus groups/surveys will be provided to SCAG's technical consultant for the Final Transportation Broadband Strategies Report.
- IERBC will conduct focus groups and surveys in Los Angeles County.
- A written summary report for each focus group with surveys will be provided.
- Responsible Party: IERBC

Task 5.9: Focus Groups with Surveys - SBBC

- The SBBC Focus Groups will be conducted as described in Task 5.6 above.
- SBBC, as a Regional Broadband Consortium Sub-Applicant, will conduct a minimum of two (2) focus groups with surveys in Imperial County based upon information in Task 5.6.
- Information and data from the focus groups/surveys will be provided to SCAG's technical consultant for the Final Transportation Broadband Strategies Report.
- SBBC will conduct focus groups and surveys in Imperial County.
- A written summary report for each focus group with surveys will be provided.
- Responsible Party: SBBC

Task 5.10: Website and Content Management

- IERBC will manage a website for the project which will be user-friendly and support feedback for the project. Project progress and information will be posted on the website.
- Responsible Party: IERBC

Task	Deliverable
5.1	<i>Expert Advisory Committee Meeting Written Summary Reports</i>
5.2	<i>IERBC Community Engagement and Stakeholder Convening Written Summary Reports</i>
5.3	<i>BCPC Community Engagement and Stakeholder Convening Written Summary Reports</i>
5.4	<i>IERBC Community Engagement and Stakeholder Convening Written Summary Reports</i>
5.5	<i>Community Engagement and Stakeholder Convening Written Summary Reports</i>
5.6	<i>IERBC Focus Groups with Surveys Written Summary Reports</i>
5.7	<i>BCPC Focus Groups with Surveys Written Summary Reports</i>
5.8	<i>IERBC Focus Groups with Surveys Written Summary Reports</i>
5.9	<i>SBBC Focus Groups with Surveys Written Summary Reports</i>
5.10	<i>Website Managed</i>

6. Draft Report: Broadband Investment and Penetration Study

Task 6.1: Quantification and Analysis to show Broadband VMT and GHG Reduction

- The Draft Report will include an analysis and compilation of the findings, data collection, community engagement, stakeholder involvement, focus groups, and surveys.
- The Draft Report will include a study that provides quantification and analysis to show the amount of VMT and GHG reduction from increased/improved broadband resulting from broadband planning and deployment in transportation projects.
- The Draft Report will recommend, based upon data, broadband service goals for households, business and community anchors in the SCAG region.
- SCAG's consultant will attend/participate in 1 Expert Advisory Committee Meeting
- IERBC will provide coordination with SCAG's technical consultant.
- Responsible Party: SCAG's consultant and IERBC

Task 6.2: Identify Costs and Funding Strategies for including Broadband in Transportation Projects

- As part of the Draft Report, SCAG's technical consultant will identify costs and funding strategies for including broadband in transportation projects. This will include the cost of planning and installing a standard industry acceptable conduit as part of standard transportation plans.
- SCAG's technical consultant will provide a menu of options for funding broadband as part of state, regional and local transportation projects. This may include public-private-partnerships, development agreements with ISP's or open-access opportunities with usage fees collected at a future time, and other methods not known at this time. The information will be helpful for leaders in the region and statewide in weighing how to implement broadband planning early into transportation facilities.
- SCAG's consultant will attend/participate in 1 Expert Advisory Committee Meeting
- IERBC will provide coordination with SCAG's technical consultant.
- Responsible Party: SCAG's consultant and IERBC

Task 6.3: Draft Report: Broadband Investment and Penetration Study

- SCAG's technical consultant will provide a Draft Report that is a Broadband Investment and Penetration Study. The Draft Report will utilize data and information from the community and stakeholder engagement, surveys, focus groups, and Expert Advisory Committee to correlate broadband investment to improved broadband service leading to VMT and GHG reductions.
- IERBC will provide coordination with SCAG's technical consultant.
- Responsible Party: SCAG's consultant and IERBC

Task	Deliverable
6.1	<i>Quantification and Analysis to show Broadband VMT and GHG Reduction Completed</i>
6.2	<i>Costs and Funding Broadband Strategies Identified</i>
6.3	<i>Draft Report Completed</i>

7. Final Report: Transportation Broadband Strategies to Reduce VMT and GHG

Task 7.1: Review and Edit Draft Report (From Task 6)

- CETF and IERBC will review, edit, provide comments and suggested revisions for the Draft Report to SCAG's technical consultant. This will include compiling SCAG's comments as well as the Sub-Applicant comments.
- CETF and IERBC will work with SCAG's technical consultant on ensuring the feedback from the stakeholder and community engagement, Expert Advisory Committee, focus groups, and surveys is included in the report.
- Responsible Party: CETF and IERBC

Task 7.2: Receive Feedback on Draft Report from Stakeholders and Community Engagement, and Expert Advisory Committee

- SCAG's technical consultant will incorporate feedback from the stakeholder and community engagement, as well as the Expert Advisory Committee.
- SCAG's consultant will attend/participate in 1 Expert Advisory Committee Meeting.
- IERBC will provide coordination with SCAG's technical consultant.
- Responsible Party: SCAG's consultant and IERBC

Task 7.3: Create Final Transportation Broadband Strategies to Reduce VMT and GHG Report

- SCAG's technical consultant will create the Final Transportation Broadband Strategies Report based upon the data and analysis, and outreach efforts, to show that broadband planning in transportation projects results in reduced VMT and GHG.
- The Final Report will also address cost efficiencies such as adopting "Dig Once" Policies for broadband deployment and incorporating broadband planning early in transportation projects to achieve community benefits, as well as VMT and GHG reduction, from improved broadband deployment.
- IERBC will provide coordination with SCAG's technical consultant.
- Responsible Party: SCAG's consultant and IERBC

Task	Deliverable
7.1	<i>Draft Report Reviewed and Edited</i>
7.2	<i>Input included from Stakeholders, Community, and Expert Advisory Committee</i>
7.3	<i>Final Report Completed: Transportation Broadband Strategies to Reduce VMT and GHG</i>

8. Project Implementation and Next Steps

Task 8.1: Final Transportation Broadband Strategies Report Distributed

- IERBC will distribute the Final Transportation Broadband Strategies Report to those that participated in the Stakeholder and Community Engagement, and focus groups with surveys.
- The Final Report will be made available online. However, summary copies will be distributed within the SCAG region to disadvantaged and unserved/underserved communities to ensure that they receive the information to support that transportation facilities play a role in helping to advance broadband deployment in their region, as well as reduce VMT and GHG. As an example, copies of the summary report will be distributed to community anchors such as schools, libraries, city/town halls and non-profits/ community- based organizations in the area, including tribal governments. Taking this approach allows community members who do not have easy access to the information online will be included in receiving the Final Report information.
- Caltrans, elected officials, CTC, CARB, State agencies, and regional leadership will be provided the Final Report online, as well as copies of the summary reports as needed.
- The Final Report will be on file at SCAG as well as posted on the CETF and Regional Consortia websites.
- The next steps will be to utilize the Final Report to encourage Caltrans, CTC, regional transportation agencies, local government, councils of government, and State Agencies (CARB, Air Quality Districts, etc.) to recognize that broadband planning and deployment in transportation projects leads to reductions in VMT and GHG, providing a method to help meet regional goals.
- This should lead to policies and programs being put in place within the region, and even statewide to promote broadband planning and deployment in transportation projects as standard operating procedure in order to reduce VMT and GHG and support Digital Inclusion (broadband deployment and adoption), especially in disadvantaged and unserved/underserved communities.
- Responsible Party: IERBC

Task	Deliverable
8.1	<i>Final Transportation Broadband Strategies Report Distributed</i>

Lead Sub-Recipient(s):

California Emerging Technology Fund (CETF)

Sub-Recipient(s):

Inland Empire Regional Broadband Consortium (IERBC)

Broadband Consortium of the Pacific Coast (BCPC)

Southern Border Broadband Consortium (SBBC)

PROGRESS PAYMENTS						
Task Number	Responsible Party	Task Description	Deliverable(s)	Total Cost	Percent Completion	Percentage of Overall Cost
3		Assessment of Existing Conditions and Identification of Data Needs				
3.1	IERBC	Review Broadband and Environmental Benefit Data and Published Literature	Report of Findings: Identification of Information and Data Gaps	\$12,000		3%
3.2	IERBC	Socio-Economic Data Analysis	Socio-Economic Data Analysis Complete	\$2,000		1%
3.3	IERBC	Transportation System Performance Data Analysis	Transportation System Performance Data Analysis Complete	\$2,000		1%
3.4	IERBC	GIS Mapping	GIS Mapping Complete	\$5,000		1%
			Task 3 Total	\$21,000	TBD	6%
4		Data Collection				
4.1	IERBC/CETF	Data Collection - IERBC (Riverside & San Bernardino Counties)	Data from IERBC Collected	\$30,000		8%
4.2	BCPC	Data Collection - BCPC (Santa Barbara, Ventura & SLO Counties)	Data from BCPC Collected	\$20,000		6%
4.3	IERBC	Data Collection - IERBC (LA County)	Data from IERBC Collected	\$20,000		6%
4.4	SBBC	Data Collection - SBBC (Imperial & San Diego Counties)	Data from SBBC Collected	\$20,000		6%
			Task 4 Total	\$90,000	TBD	25%
5		Community Engagement				
5.1	IERBC/CETF	Expert Advisory Committee	Expert Advisory Committee Meeting Written Summary Reports	\$25,000		7%
5.2	IERBC/CETF	Community Engagement and Stakeholder Convenings - IERBC (Riverside & San Bernardino Counties)	IERBC Community Engagement and Stakeholder Convening Written Summary Reports	\$25,000		7%
5.3	BCPC	Community Engagement and Stakeholder Convenings - BCPC (Santa Barbara, Ventura & SLO Counties)	BCPC Community Engagement and Stakeholder Convening Written Summary Reports	\$20,000		6%
5.4	IERBC	Community Engagement and Stakeholder Convenings - IERBC (LA County)	IERBC Community Engagement and Stakeholder Convening Written Summary Reports	\$20,000		6%
5.5	SBBC	Community Engagement and Stakeholder Convenings - SBBC (Imperial & San Diego Counties)	SBBC Community Engagement and Stakeholder Convening Written Summary Reports	\$20,000		6%
5.6	IERBC	Focus Groups with Surveys - IERBC (Riverside & San Bernardino Counties)	IERBC Focus Groups w/Surveys Written Summary Reports	\$20,000		6%
5.7	BCPC	Focus Groups with Surveys - BCPC (Santa Barbara, Ventura & SLO Counties)	BCPC Focus Groups w/Surveys Written Summary Reports	\$15,000		4%
5.8	IERBC	Focus Groups with Surveys - IERBC (LA County)	IERBC Focus Groups w/Surveys Written Summary Reports	\$15,000		4%
5.9	SBBC	Focus Groups with Surveys - SBBC (Imperial & San Diego Counties)	SBBC Focus Groups w/Surveys Written Summary Reports	\$15,000		4%
N/A	IERBC	Travel Expenses	Travel Complete	\$4,000		1%
N/A	BCPC	Travel Expenses	Travel Complete	\$2,000		1%
N/A	SBBC	Travel Expenses	Travel Complete	\$2,000		1%
5.10	IERBC	Website and Content Management	Website Managed	\$30,000		8%
			Task 5 Total	\$213,000	TBD	59%
6		Draft Report: Broadband Investment and Penetration Study				
6.1	IERBC	Quantification and Analysis to show Broadband VMT and GHG Reduction	Complete	\$7,000		2%
6.2	IERBC	Identify Costs and Funding Strategies for including Broadband in Transportation Projects	Costs and Funding Broadband Strategies Identified	\$3,000		1%
6.3	IERBC	Draft Report: Broadband Investment and Penetration Study	Draft Report Completed	\$1,000		0%
			Task 6 Total	\$11,000	TBD	3%
7		Final Report				
7.1	IERBC/CETF	Review and Edit Draft Report (From Task 6)	Draft Report Reviewed and Edited	\$10,000		3%
7.2	IERBC	Engagement/Expert Advisory Committee	Input included from Stakeholder and Community/Expert Advisory Committee	\$5,000		1%
7.3	IERBC	Create Final Report: Transportation Broadband Strategies to Reduce VMT and GHG	Final Report Completed: Transportation Broadband Strategies to Reduce VMT and GHG	\$1,000		0%
			Task 7 Total	\$16,000	TBD	4%
8		Project Implementation and Next Steps				
8.1	IERBC	Final Transportation Broadband Strategies Report Distributed	Final Transportation Broadband Strategies Report Distributed	\$10,000		3%
			Task 8 Total	\$10,000	TBD	3%
			TOTALS	\$361,000		

FUNDING BREAK-DOWN

	Grant	CETF Cash	In-Kind	Total
SCAG Consultant	156,699	20,302	-	177,000

*provided separately from MOU

	Grant	CETF Cash	In-Kind	Total
IERBC	183,257	7,619	16,124	207,000
CETF	35,412	924	3,664	40,000
BCPC	50,462	570	5,968	57,000
SBBC	50,462	570	5,968	57,000
	319,593	9,683	31,724	361,000

Overall 88.53% 2.68% 8.79% 100.00%

Fund Split and In-Kind %			
Invoice Amount:		IERBC	190,876
96.01%	} 100.00%	Grant	183,257
3.99%		CETF Cash	7,619
8.45%		In-Kind	16,124
			207,000
Invoice Amount:		CETF	36,336
97.46%	} 100.00%	Grant	35,412
2.54%		CETF Cash	924
10.08%		In-Kind	3,664
			40,000
Invoice Amount:		BCPC	51,032
98.88%	} 100.00%	Grant	50,462
1.12%		CETF Cash	570
11.69%		In-Kind	5,968
			57,000
Invoice Amount:		SBBC	51,032
98.88%	} 100.00%	Grant	50,462
1.12%		CETF Cash	570
11.69%		In-Kind	5,968
			57,000

Exhibit C Invoice Report Format

Use Agency Letterhead

SAMPLE

INVOICE

Email invoice to:
accountspayable@scag.ca.gov
 Basil Panas
 Chief Financial Officer
 Southern California Association of Governments
 900 Wilshire Blvd., Suite 1700
 Los Angeles, CA 90017

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

Cost Categories	Budget	YTD Progress Completion	Earned to Date	Previously Invoiced	Current Invoice Total	Balance
Task 1						
Task 1.1 - Project Kick off meeting	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Task 1.2 - Project Coordination	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Task 2						
Task 2.1 -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Task 3						
Task 3.1 -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Task 4						
Task 4.1 -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Task 5						
Task 5.1 -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Task 6						
Task 6.1 -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Task 7						
Task 7.1 -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
Task 8						
Task 8.1 -	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
	\$ -	0%	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	0%	\$ -	\$ -	\$ -	\$ -

Please send check to:

CITY OF TBD
 Address
 City/State/ZIP

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal 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 other actions.

 Signature of Authorized Official

 Title

 Full name of Official who is authorized to legally bind the Organization

 Date

Exhibit D In-Kind Match Report Format

Use Agency Letterhead								
IN-KIND MATCH REPORT								
Email In-Kind Report to: xxxxxxxxx xxxxxxxxx xxxxxxxxx Southern California Association of Governments 900 Wilshire Blvd, 17th Floor Los Angeles, CA 90017					Date: _____ SCAG OWP #: _____ In-Kind Match Report #: _____ Reporting Period: _____ Project Title: _____			
Cost Categories	Hourly Rate	Hours	Amount	Fringe Rate	Fringe	IDC Rate*	IDC	Amount
<i>Direct Labor Classification(s):</i>								
			\$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
Subtotal - Direct Labor		-	\$0.00		\$0.00		\$0.00	\$0.00
<i>Other Direct Costs (ODCs)</i>								
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
Subtotal - ODCs:			\$0.00					\$0.00
TOTAL for IN-KIND MATCH			\$0.00					\$0.00
I, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, certify that this in-kind match report and the information attached is true and correct. I also certify that all eligible and required documentation is on file for this report and that I am the person duly authorized to sign this certification on behalf of my agency. I further certify that our agency is not using any federal funds to match expenditure funds.								
Signature					Title			
Print Name					Date			