

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
THE WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS AND THE CITY OF RIVERSIDE
REGARDING PHASE II OF EXPERIENCE ACTION PLAN
AND FUNDING FOR EXPERIENCE CONSULTANT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is entered into this ____ day of March, ~~2019~~ ("Effective Date"), by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, a public agency and joint powers authority ("WRCOG") and the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") as set forth below. WRCOG and the City are sometimes referred to in this MOU individually as "Party" or collectively as the "Parties."

RECITALS

A. WRCOG is the Administrator of the BEYOND Framework Fund Program, an economic development and sustainability local assistance funding program intended to help WRCOG member agencies develop and implement plans and programs that can improve the quality of life in Western Riverside County by addressing critical growth components such as economy, water, education, environment, health, and transportation ("BEYOND").

B. The City is a member agency of WRCOG.

C. On December 18, 2018, WRCOG and the City entered into the BEYOND Framework Fund Program Beyond Core Program Category: Multiple Innovation Project Throughout the Innovation District and the City of Riverside ("Funding Agreement") wherein WRCOG agreed to allocate to the City certain BEYOND programming grant funds, available by reimbursement from WRCOG at any time prior to the Funding Agreement's termination on March 31, 2019.

D. The Funding Agreement terminated on March 31, 2019. However, the City still has One Hundred Thousand Dollars (\$100,000) of unallocated BEYOND programming grant funds ("Program Funds").

E. The City desires to: (i) allocate One Hundred Thousand Dollars (\$100,000) of its Program Funds to costs associated with the Project and the Experience Consultant ("Project Costs"), and (ii) perform potential site identification activities as detailed herein.

F. WRCOG desires to: (i) enter into a contract with, and provide managerial, administrative, and logistical support to, the Experience Consultant for purposes of the Project (ii) accept the City's allocation of Program Funds for Project Costs, and (iii) cover all additional Project Costs not covered by the City's Program Funds, through monetary payment to the Experience Consultant and the provision of in-kind services, up to \$100,000.

G. The Parties desire to enter into this MOU to document WRCOG's agreement to enter into contract with, and share in Project Costs related to, the Experience Consultant and the City's agreement to allocate Program Funds to the Project Costs and to perform potential site identification activities, as detailed herein.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, in consideration of the foregoing facts and mutual understandings, the Parties wish to memorialize, by this MOU, the following mutual understandings:

1. Funding Agreement. Pursuant to this MOU, the Parties establish the funding obligations and other duties of the Parties with regard to the Project as listed in the Funding Agreement, attached hereto and incorporated herein as **Exhibit "A"**. Notwithstanding the incorporation of the terms of the Funding Agreement, to the extent any term of the Funding Agreement is inconsistent with a term provided herein, this MOU is controlling.

2. Experience Consultant.

(a) Scope of Work. WRCOG shall select and enter into contract with an Experience Consultant who shall furnish to WRCOG all labor, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project ("Services"), including (1) concept refinement & review, (2) discovery & socialization, (3) funding plan development, (4) organization & action plan. The Services are more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference.

(b) Schedule of Services. WRCOG shall ensure that the Experience Consultant performs the Services expeditiously, in accordance with the schedule of services ("Schedule of Services") set forth in **Exhibit "C"** attached hereto and incorporated herein by reference.

(c) Estimated Budget. The estimated budget for the Services ("Estimated Budget") is set forth in **Exhibit "D"** attached hereto and incorporated herein by reference.

3. The City's Duties.

(a) The City's Financial Contribution. The City allocates its Program Funds (defined in Recital E) to the Project Costs. Pursuant to the Estimated Budget as set forth in **Exhibit "D"**, the Parties anticipate the City's financial contribution to cover approximately fifty percent (50%) of the total Project Costs. In light of the termination of the Funding Agreement on March 31, 2019, the City acknowledges and agrees that any remaining Program Funds may not be later reallocated for any other purpose.

(b) Potential Site(s) Identification. The City agrees to work with WRCOG and WRCOG's consultants in order to identify potential site(s) for the purposes of the Project within twelve (12) months of the Effective Date of this MOU. In the alternative, the Parties may agree on the City identifying interim-site(s) until a permanent site is identified with WRCOG's prior written approval, which in no case may occur later than twenty-four (24) months of the Effective Date of this MOU.

4. WRCOG's Duties.

(a) WRCOG's Financial Contribution. WRCOG agrees to pay for all Project Costs incurred, up to \$100,000, after the City's Program Funds have been exhausted, by direct

monetary payment to, and/or in-kind services for, the Experience Consultant. Pursuant to the Estimated Budget as set forth in **Exhibit "D"**, the Parties anticipate WRCOG's financial contribution to cover approximately fifty percent (50%) of the total Project Costs. In no event shall the total Project Costs incurred under this MOU exceed \$200,000, without a written amendment to this MOU.

(b) Provision of Updates for City. WRCOG agrees to facilitate monthly Project update meetings between WRCOG and the City and or the Consultant.

5. Paragraph Titles. The paragraph titles of this MOU are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the MOU to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this MOU or in any way affect the agreement of the Parties set out in this MOU.

6. Interpretation. The parties hereto have negotiated this MOU at arm's length and have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented and no provision contained herein shall be construed against WRCOG solely because it prepared this MOU in its executed form.

7. Amendment. This Memorandum of Understanding may be amended in writing by mutual agreement of the Parties.

8. Authority to Execute. The individuals executing this MOU and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

9. Counterparts. The Parties may execute duplicate originals of the MOU or any other documents that they are required to sign or furnish pursuant to the MOU.

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed as of the date first above written.

CITY OF RIVERSIDE

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS**

By: _____
City Manager

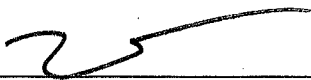
By: _____
Chairman

ATTEST:

By: _____
City Clerk

Approved as to Form:

Approved as to Form:

By:  _____
Deputy City Attorney

By: _____
Best Best & Krieger LLP
General Counsel

Exhibit "A"
Funding Agreement

**BEYOND FRAMEWORK FUND PROGRAM FUNDING AGREEMENT
BEYOND CORE PROGRAM CATEGORY
Multiple Innovation Project Throughout the Innovation District and the City of Riverside**

THIS FUNDING AGREEMENT ("Agreement") is entered into as of this 18th day of December, 2018, by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and the City of Riverside ("AGENCY"). WRCOG and AGENCY are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

A. WRCOG is the Administrator of the BEYOND Framework Fund Program, which encompasses the BEYOND Core, BEYOND Team, and BEYOND Health Program categories, an economic development and sustainability local assistance funding program intended to help WRCOG member agencies develop and implement plans and programs that can improve the quality of life in Western Riverside County by addressing critical growth components such as economy, water, education, environment, health, and transportation ("BEYOND").

B. For Round II of BEYOND, which launched in Fiscal Year 2016/2017, WRCOG has allocated Two Million Three Hundred Two Thousand Nine Hundred Seventeen Dollars and Thirty One Cents (\$2,302,917.31) for use by WRCOG member agencies through BEYOND ("Program Funds"). This funding includes Two Million Fifty Two Thousand Nine Hundred Seventeen Dollars and Thirty One Cents (\$2,052,917.31) for BEYOND Core, One Hundred Seventy Five Thousand Dollars and No Cents (\$175,000.00) for BEYOND Team, and Seventy Five Thousand Dollars and No Cents (\$75,000.00) for BEYOND Health. Funding allocations for Round II to each member agency are listed in Exhibit "A" attached hereto and incorporated herein by reference.

C. WRCOG member agencies shall use these funds in any of the following manners: (1) to develop plans and/or implement projects consistent with WRCOG's Economic Development and Sustainability Framework Goals; (2) to provide a match for grants and other funding opportunities consistent with WRCOG's Economic Development and Sustainability Framework Goals; or (3) to pool resources with other member agencies for larger projects consistent with WRCOG's Economic Development and Sustainability Framework Goals. All projects funded by the BEYOND Health category must, at a minimum, be consistent with the Health Goal Area outlined in WRCOG's Economic Development and Sustainability Framework.

D. WRCOG has reviewed and approved the application submitted by the AGENCY for use of Program Funds to implement a project that is consistent with WRCOG's Economic Development and Sustainability Framework Goals, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release Program Funds to the AGENCY.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Project. This Agreement is intended to distribute Program Funds to the AGENCY for Multiple Innovation Projects throughout the Innovation District and the City, (the "Project"). The Work, including a project schedule and a detailed scope of work, is more fully described in Exhibit "B" attached hereto and incorporated herein by reference ("Scope of Work") and, pursuant to Section 18 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The Scope of Work shall also include the stated purpose(s) for which the Program Funds shall be used, and such stated purpose(s) shall be consistent with WRCOG's Economic Development and Sustainability Framework Goals set forth in Exhibit "C" attached hereto and incorporated herein by reference.

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed three-hundred sixty thousand dollars (\$360,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding

Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute Program Funds in excess of the maximum allocation identified in Exhibit "A". The Parties also acknowledge and agree that if the AGENCY does not use or need all of the funding allocated to the AGENCY for Round II, WRCOG is neither obligated nor required to distribute those remaining unused funds to the AGENCY during the next cycle, unless the Project is a multi-year effort, approved by WRCOG.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, among others, provided that such items are included in the Scope of Work attached hereto as Exhibit "B": (1) AGENCY and/or consultant costs associated with direct Project coordination and support such as staff time (including interns) and overhead (which may not exceed 25% of the Funding Amount); (2) Project materials; (3) events, workshops, and fairs; and (4) matches for grant applications when the Project meets at least one goal contained in WRCOG's Economic Development and Sustainability Framework Goals. The AGENCY's use of Program Funds to pay for the Total Project Cost shall be solely for the stated purpose(s) listed in the Scope of Work. **In advance of incurring Project costs to be covered by Program Funds, WRCOG strongly encourages the AGENCY to contact WRCOG staff to confirm that those Project costs are eligible Project costs.**

4. Ineligible Project Costs. The Total Project Cost shall not include expenses for items of work not included within, or for purposes other than those listed in, the Scope of Work, which shall be borne solely by the AGENCY without reimbursement.

5. Procedures for Distribution of Program Funds to AGENCY.

a. Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. When submitting an invoice, AGENCY shall indicate the general cost categories for which Program Funds are being used (e.g., labor, material, overhead, consultant, etc.) Documents evidencing the AGENCY'S payment of the invoices shall be retained for three (3) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly. AGENCY may use the template invoice attached hereto as Exhibit "D" attached hereto and incorporated herein by reference.

b. Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days after receipt by WRCOG of an invoice. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute, and payment for that disputed amount will be withheld, without interest, pending resolution of the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Administration & Finance Committee, provided the AGENCY submits its request for appeal to WRCOG's Administration & Finance Committee within thirty (30) days of the meet and confer process. The WRCOG Administration & Finance Committee shall provide its recommendation in writing to the full WRCOG Executive Committee, which shall then decide whether the disputed amount is eligible for reimbursement by WRCOG. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "E", attached hereto and incorporated herein by reference.

c. Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Total Project Cost, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within thirty (30) days of notification by WRCOG. The determination of whether WRCOG has provided reimbursement of ineligible Project costs shall be at the sole discretion of WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional Program Funds by a written amendment to this Agreement approved by WRCOG's Executive Director. In no case shall the amount of Program Funds allocated to the AGENCY for the Project in Round II exceed the maximum funding allocation for the AGENCY, as listed in Exhibit "A". No such increased funding shall be expended to pay for any Project already completed.

7. Transfer of Program Funds to Another Entity. The AGENCY may not transfer or give Program Funds to another individual, entity, agency, or organization without the express written approval of WRCOG, provided that such approval shall be at the sole discretion of WRCOG.

8. N/A

9. Term/Completion Report. The term of this Agreement shall be from the date first herein above written until March 31, 2019, (unless approved as a multi-year project), unless this Agreement is terminated pursuant to Section 13. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement. Within 30 days of the completion of the Project, the AGENCY shall submit a final progress report (to be provided under separate cover) to WRCOG, providing the following information: description of Project outcomes, lessons learned, deliverables, summary of financials, and any other information as requested by WRCOG.

10. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates the Agency Designee, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

11. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

12. Review of Services/Progress Reports. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

13. Termination.

a. Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

b. Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute Program Funds to the AGENCY in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which Program Funds

have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which Program Funds have been provided.

c. Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

14. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

15. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project. The AGENCY, however, must submit to WRCOG at least two progress reports annually, regardless of whether WRCOG makes requests for such reports.

16. Indemnification.

a. AGENCY Responsibilities. In addition to the indemnification required under Section 14, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors.

b. WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

c. Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

17. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

a. Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00

per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

i. Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

ii. Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

iii. Contain standard separation of insured provisions.

b. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

18. Project Amendments. Any changes to the Scope of Work or the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG shall: (a) be requested in writing by the AGENCY and subject to the approval of WRCOG's Representative, provided that such approval shall be in the sole discretion of WRCOG's Representative, and (b) require an amendment to this Agreement in accordance with Section 30.

19. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

20. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

21. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

22. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

24. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

25. Time of Essence. Time is of the essence for each and every provision of this Agreement.

26. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

27. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

28. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Project. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

29. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY: City of Riverside
3900 Main Street, 5th Floor
Riverside, CA 92522
Attn: Nathan Freeman, Sr. Project Manager
Telephone: 951-312-1882
Email: nfreeman@riversideca.gov

If to WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 450
Riverside, CA 92501
Attention: Andrea Howard, Program Manager
Telephone: 951-405-6751
Email: ahoward@wrcog.us

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

30. Integration; Amendment. This Agreement contains the entire agreement between the Parties. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the Parties.

31. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

32. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

33. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The

AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

34. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

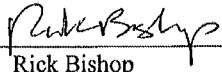
35. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.


[SIGNATURES ON FOLLOWING PAGE]

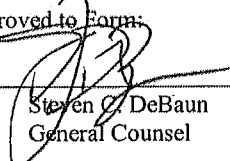
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.


WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

City of Riverside

By:  Date: 2-7-19
Rick Bishop
Executive Director

By:  Date: 1.25.19
Authorized Signatory
Title
ASSISTANT CITY MANAGER

Approved to Form:
By:  Date: 2/4/19
Steven C. DeBaun
General Counsel

Attest: 
Colleen J. Nicol, City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer City Treasurer

Approved as to Form:

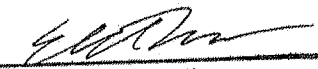
By: 
Elliot H. Min
Deputy City Attorney

EXHIBIT "A"

MEMBER AGENCY FUNDING ALLOCATION

Round II - BEYOND Core

Jurisdiction	Allocation
Banning	\$ 62,664.24
Calimesa	\$ 35,000.00
Canyon Lake	\$ 39,488.29
Corona	\$ 150,868.24
Eastvale	\$ 94,576.24
Hemet	\$ 107,257.24
Jurupa Valley	\$ 120,837.49
Lake Elsinore	\$ 92,959.24
Menifee	\$ 113,957.74
Moreno Valley	\$ 161,049.24
Murrieta	\$ 129,101.74
Norco	\$ 58,135.54
Perris	\$ 102,496.24
Riverside	\$ 190,877.49
San Jacinto	\$ 82,009.54
Temecula	\$ 126,736.24
Wildomar	\$ 67,648.34
County of Riverside	\$ 177,254.30
Eastern Municipal Water District	\$ 35,000.00
Western Municipal Water District	\$ 35,000.00
Riverside County Superintendent of Schools	\$ 35,000.00
Morongo Band of Mission Indians	\$ 35,000.00
Total BEYOND Core Allocation	\$ 2,052,917.31

Round II - BEYOND Team

Lead Agency	Project	Allocation
Perris	HealthyCommunity50	\$ 17,000.00
Riverside	Western Riverside Homeless Collaborative	\$ 79,000.00
Temecula	Regional Homeless Alliance (Southwest Cities)	\$ 79,000.00
Total		\$ 175,000.00

Round II - BEYOND Health

Jurisdiction	Allocation
Banning	\$ 6,000.00
Calimesa	\$ 6,000.00
Corona	\$ 6,000.00
Jurupa Valley	\$ 6,000.00
Lake Elsinore	\$ 6,000.00
Menifee	\$ 6,000.00
Moreno Valley	\$ 6,000.00
Murrieta	\$ 6,000.00
Norco	\$ 6,000.00
Perris	\$ 6,000.00
Riverside	\$ 3,750.00
San Jacinto	\$ 3,750.00
County of Riverside	\$ 3,750.00
Eastern Municipal Water District	\$ 3,750.00
Total BEYOND Core Allocation	\$ 75,000.00

EXHIBIT "B"**SCOPE OF WORK****SCOPE OF WORK:****Riverside Innovation District****Scope of Work**

Task	Description	Deliverables
1	Pilot Bluetooth traffic monitoring system for La Sierra Avenue and Market Street.	This project will install monitoring system at 8 locations with a pilot duration of 2-3 years (dependent on cost proposals received). The objective of sensors installed along La Sierra Avenue is to assess regional cut-through traffic, and allow for adjustments to traffic signal timing along this congested arterial. The objective for sensors installed along Market Street is to assess traffic patterns in the downtown to better understand infrastructure needs.
2	"Go Human" Event in West Riverside	Host an interactive pedestrian & bicycle safety event in West Riverside, in collaboration with SCAG's Go Human outreach campaign.
3	Construct up to three bike corrals / micro-mobility hubs citywide	Construct up to three new bicycle corrals / micro-mobility hubs near key destinations within the City of Riverside to encourage the safe parking of alternative modes of transportation
4	Art crosswalks at key intersections across Riverside	Enhance three crosswalks using edge-lit LED signage and artistic thermoplastic work within the crosswalk.
5	Community art program, identify canvasses in the public ROW and facilitate the permitting and small subsidy to enhance public infrastructure with community art.	The project will facilitate the creation of a new certificate of appropriateness designed to allow local artists to use portions of the public right of way as canvasses. The initial artwork will receive a small subsidy.
6	City Gateway/Innovation District Signage/Design Work	Hire William Block Architecture to develop gateway/Innovation district signage/design work.
7	Illuminate Riverside	Project co-hosted with So Cal Association of Governments - support traffic control for illuminated archway along Vine Street for Festival of Lights
8	WRCOG Experience Consultant/Fundraiser	50/50 split cost with WRCOG to hire a consultant or staff person to begin developing programming (e.g. laying the ground work to launch an incubator) and administer a capital campaign for both cash and in-kind (e.g. fabrication equipment) contributions. This person(s) would bring a unique skill set and knowledge base to the City/region, to be leveraged for other like-minded projects underway across the City.

BUDGET:

Cost Categories	Maximum Hourly Rate	Task 1		Task 2		Task 3		Task 4		Total	
		Blue Tooth Monitoring		Go Human West Riverside		Micro Mobility Hubs / Bike Corrals		Art Crosswalks			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Staff Time Expenses (examples below):											
Agency Project Manager	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Agency Staff	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Add additional as needed	\$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 Classification(s):	0.00%	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
Overhead (must not exceed 25% of total amount funded):	%										
Overhead	0.00%		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal - Overhead:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Other Direct Costs (ODCs)(examples below):											
Travel			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Printing			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Social Media			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Programming Activities			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Project Materials			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal - ODCs:			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Consultant(s)											
Lead consultant	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Subconsultant	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Subtotal - Subconsultant(s):		0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00
SUBTOTAL TASKS 1-6		0.00	\$45,000.00	0.00	\$45,000.00	0.00	\$25,000.00	0.00	\$90,000.00	0.00	\$205,000.00

Cost Categories	Maximum Hourly Rate	Task 5		Task 6		Task 7		Task 8		Total	
		Community Art Program		Gateway/Innovation Design Work		Illuminate Riverside		WRCOG Experience Consultant			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Staff Time Expenses (examples below):											
Agency Project Manager	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Agency Staff	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Add additional as needed	\$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 Classification(s):											
		\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Overhead (must not exceed 25% of total amount funded):	%										
Overhead	0.00%		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal - Overhead:											
			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Other Direct Costs (ODCs)(examples below):											
Travel			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Printing			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Social Media			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Programming Activities			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Project Materials			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Subtotal - ODCs:											
			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Consultant(s)											
Lead consultant	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Subconsultant	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Subtotal - Subconsultant(s):											
		\$0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
SUBTOTAL TASKS 7-8											
		0.00	\$25,000.00	0.00	\$20,000.00	0.00	\$10,000.00	0.00	\$100,000.00	0.00	\$155,000.00
GRAND TOTAL TASKS 1-8											
											\$360,000.00

TIMELINE:

PROJECT TIMELINE						
Riverside Innovation District						
Task Number	Task Title	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
1	Pilot Bluepath traffic monitoring system for La Sierra Avenue and Market Street.	Project Planning	Bid Project	Award work, issue notice to proceed	Project	Complete work
2	"Go Human" event in West Riverside	Project Planning	Engage stakeholders, design event footprint, collaborate with Marketing.	Procure materials / event production, host advisory	Event production, finalize traffic control and special	Host Event
3	Construct up to three bike corrals / micro-mobility hubs citywide	Project Planning	Bid Project	Award work, issue notice to proceed	Project	Complete work
4	Art crosswalks at key intersections across Riverside	Project Planning	Bid project, and simultaneously issue a commission for an artist to design		Notice to proceed	Complete work
5	Community art program, identify canyons in the public ROW and facilitate the permitting and small subsidy to enhance public infrastructure with community art.	Initiate creation of the new certificate of appropriateness for public art, identify / initial local artists within several Wards	Process CoA	Process CoA	Notice to proceed	Complete Work
6	City Gateway/Innovation District Signage/Design Work	Consultation with William Block architecture for project scope.	Design underway	Design underway	Review designs/comments	Complete work
7	Reimagine Riverside	Event Planning (no Beyond Cost)	Event Day 12/7, Traffic Control			
8	WRCOG Experience Consultant/Underwriter	Issue RFP for consultant/bids close, select most qualified consultant	Capital campaign ongoing	Capital campaign ongoing	Capital campaign ongoing	Capital campaign ongoing

EXHIBIT "C"**ECONOMIC DEVELOPMENT AND SUSTAINABILITY FRAMEWORK GOALS****Economic Development**

- Goal ED-1: Vision and Branding: A common understanding of, and unified voice for, economic development needs, services, assets, and challenges.
- Goal ED-2: Subregional Capacity Building: A diversified, robust, and well-known array of economic development service providers supporting the growth and expansion of local businesses.
- Goal ED-3: Economic Development Activities: Effective and coordinated local and regional economic development activities.

Education

- Goal E-1: New Partnerships: Unite with education and business leaders to increase the number of students who are college ready, enroll and graduate from college, and who achieve technical degrees that are in demand in Western Riverside County.
- Goal E-2: Education First Culture: Unite with education and business leaders to create an education first culture in Western Riverside County.
- Goal E-3: WRCOG Leadership: Integrate education into the WRCOG mission to improve partnerships between K-12 schools, colleges and universities, government, and businesses.

Health

- Goal H-1: Health Care Access: Facilitate the conditions needed for a growing, viable, and integrated health care system in Western Riverside County.
- Goal H-2: Health Care Workforce: Advocate for a trained, home-grown workforce to serve the healthcare needs of Western Riverside County.
- Goal H-3: Healthy Environment: Support efforts of local jurisdictions, business, and regional government to improve the health of our region's environment.
- Goal H-4: Community Design: Facilitate local efforts to improve the opportunities and choices for a healthy and active lifestyle.
- Goal H-5: Implementation + Action: Facilitate local strategic planning that improves the health and wellness of residents and communities.

Transportation

- Goal T-1: Transportation Programs: Continue to address regional transportation needs through ongoing collaboration and program administration.
- Goal T-2: Vehicle Miles Traveled: Reduce vehicle miles traveled and improve mobility for pedestrians, transit users, and bicyclists.
- Goal T3: Goods Movement: Support efforts to improve the sustainable and efficient movement of goods through Western Riverside County.
- Goal T-4: Air Transportation: Maintain and improve air transportation access.

Water

- Goal W-1: Agency Coordination: Advocate for and support regional, state, and federal initiatives pertinent to the mission of the Riverside County Water Task Force.
- Goal W-2: Water Reliability: Advocate for and support efforts of local water districts to ensure long-term reliability of water supply for Western Riverside County.
- Goal W-3: Water Quality: Preserve and improve regional water quality.
- Goal W-4: Water Efficiency: Serve as a communication link and information clearinghouse on water efficiency issues for the benefit of member agencies, businesses, and residents.

Energy / Environment

- Goal EE-1: Energy Efficiency Programs: Develop and support programs to reduce energy use and GHG emissions.

- Goal EE-2: Climate Action Planning: Provide assistance to the region on climate action planning and implementation.
- Goal EE-3: Air Quality Improvements: Partner with state and regional agencies to advocate and support efforts for cleaner air.
- Goal EE-4: Environment Conservation and Enhancement: Support regional plans and programs to maintain or improve the quality of the natural environment.
- Goal EE-5: Local Food Production: Advocate for and support regional efforts to maintain access to local food sources.

EXHIBIT "D"
TEMPLATE INVOICE

Member Agency Address City, State, Zip Code	Invoice #: Date:
Bill to: Western Riverside Council of Governments Attn: Ernie Reyna, Chief Financial Officer	
Purpose of Invoice: Beyond Initiative Expenses:	
List cost categories and itemizations here:	
Total Invoice Amount:	\$
Make check out to:	
Contact Name: Title: Phone Number: Email Address:	

Elements of Compensation

EXHIBIT "E"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. At least once, after the completion of the Project, by no later than December 15, 2018, and not more often than each month, the AGENCY shall submit an invoice for eligible Project costs incurred. The original invoice shall be submitted to WRCOG's Chief Financial Officer. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "E-1".
2. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 10th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
3. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. All documentation from the AGENCY's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "E-2".
4. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "E" and its attachment.
5. Charges for each task and milestone listed in Exhibit "B" shall be listed separately in the invoice.

EXHIBIT "E-1"
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
Riverside County Administrative Center
4080 Lemon Street, Third Floor
Riverside, California 92501-3679
Attention: Director of Government Relations
ATTN: Accounts Payable

Re: Project Title - Invoice #_____

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the [PROJECT NAME] per Agreement No. _____ effective (Month/Day/Year) _____. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00
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I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

By: _____
Name
Title

Exhibit “B”

Services

PHASE 1. CONCEPT REFINEMENT & REVIEW

- A. CONCEPT REFINEMENT
Develop a refined concept for “Experience” that drives innovation throughout the region as a key economic development strategy.
- B. HUB & SPOKE MODEL
The City of Riverside (CoR) to serve as the hub with key partners as integrated spokes.
- C. INNOVATION ENGINE
Define a program that will serve as the system’s hub to accelerate the commercialization of sustainable technologies.
 - 1) ID which Technologies
 - 2) Stages of Development
 - 3) Pipeline Sources
 - 4) Programs
- D. CONCEPT REVIEW
The Refined Experience Concept will be informed by key partners including defined roles.
- E. PROGRAM DEVELOPMENT
Craft the programming framework necessary to deliver the refined Experience concept.
- F. POTENTIAL SITE(S) IDENTIFICATION
Work with WRCOG / partners / architects / etc. to identify physical implications / strategies that contribute to potential site(s) identification and design.
- G. PHASE 1 OUTCOMES
Refined concept, ready for socialization and implementation planning

PHASE 2. DISCOVERY & SOCIALIZATION

- A. OVERALL PARTNER APPROACH
 - 1) Seek input from partners
 - 2) Assess strengths, and identify the potential role of each
 - 3) Socialize and gain cooperation
- B. DISCOVERY SESSIONS 1
Initiate various discovery and socialization sessions with WRCOG’s key partners (City of Riverside, U.C. Riverside, CARB, Utilities, etc.) Discovery and socialization sessions continually inform the concept refinement process.
- C. DISCOVERY SESSIONS 2
Sessions with a selection of WRCOG’s 25-member stakeholders.
- D. RESOURCE AVAILABILITY
Based on the “audit” of partners’ SWOTs and capabilities, determine the roles and financial responsibilities of each partner.
- E. PRESENTATION MATERIALS
Develop a range of communicative materials to share the results of this content with stakeholders.

F. PHASE 2 OUTCOMES

Support from:

- CARB
- City of Riverside
- U.C. Riverside
- WRCOG
- Utilities
- NGOs & Private Entities
- Other WRCOG Members

PHASE 3. FUNDING PLAN DEVELOPMENT

A. FUNDING SOURCES

Identify potential sources of funding and get a sense of the order of magnitude of funding required.

B. OPERATING FINANCIAL PLAN

Create a basic Operating Financial Plan sufficiently detailed to get commitments.

C. FUNDING ROADMAP

Create a roadmap for securing funding including potential "asks." Part of creating the Funding Roadmap will be first level funding pitches.

D. CAPITAL FINANCIAL PLAN

Work with the "Experience" partners to develop a Capital Financial Plan. Coordinate a visit(s) with the appropriate political Representatives to identify potential sources of state funding.

E. PRESENTATION MATERIALS

Develop a range of communicative materials to share the results of this content with stakeholders.

G. PHASE 3 OUTCOMES

- What Phase 3 will cost
- Where the sources of financing might come from

PHASE 4. ORGANIZATION & ACTION PLAN

A. MOU PREPARATION

Advise and manage the coordination of an MOU between key partners (WRCOG and CoR)

B. GOVERNING STRUCTURE

Work with WRCOG and partners to determine appropriate governance structure.

C. LEGAL ENTITY CREATION

As necessary, oversee the creation of the legal entity. This will include, among other things, input on a board of directors.

D. INTERIM OFFICE SPACE

Work with WRCOG/CoR to secure relevant interim office space.

E. STAFFING PLAN

Develop a staffing plan for Phase 3

F. APPROVAL MEETINGS

Regular updates on progress to WRCOG committees and executive board

G. ACTION PLAN

Create and deliver an actionable plan designed to inform the collaborative pathway for the creation of Experience

H. PHASE 4 OUTCOMES

- Action Plan and Phase 3 Work Program
- MOU
- Offices
- Staffing

Exhibit "C"
Schedule of Services

EXHIBIT B: SCHEDULE

PHASE 1. CONCEPT REFINEMENT & REVIEW

APRIL – JUNE 2019

- Concept Refinement
- Hub & Spoke Model
- Innovation Engine
- Concept Review
- Program Development
- Physical Strategy

PHASE 2. DISCOVERY & SOCIALIZATION

APRIL – (UP TO) DECEMBER 2019

- Overall Partner Approach
- Discovery Sessions 1
- Discovery Sessions 2
- Financial Roles
- Marketing Materials

PHASE 3. FUNDING PLAN DEVELOPMENT

JULY – SEPTEMBER 2019

- Operating Financial Plan
- Funding Sources
- Funding Roadmap
- Capital Financial Plan
- Marketing Materials

PHASE 4. ORGANIZATION & ACTION PLAN

AUGUST – (UP TO) DECEMBER 2019

- MOU Preparation
- Governing Structure
- Legal Entity Creation
- Interim Office Space
- Staffing Plan

Exhibit "D"

Estimated Budget

PROJECT INITIATION FEE

April 1 (for April – May) \$40,000

MONTHLY FEES

June \$20,000

July \$20,000

August \$20,000

September \$20,000

EXTENSION FEE (If needed)

October \$20,000

November \$20,000

December \$20,000

EXPENSE ALLOWANCE

(Not to Exceed) \$15,000

Based on pre-approvals for hotel, flights,
copies and other expenses as required

CONTINGENCY FEE

\$5,000

TOTAL NOT TO EXCEED FEE

\$200,000