

MEMORANDUM OF UNDERSTANDING
No. M-~~xxx~~-22

SCAG Overall Work Program (OWP) No: 300-4887Y0.04

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

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

Federal Awarding Official: N/A

Sub-Recipient Name: City of Riverside

Sub-Recipient's DUNS No: N/A

Total Amount of Federal Funds Obligated to the Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: \$250,000

Total Amount of the Sub-Award: \$250,000

Subaward Period of Performance Start Date: Effective Date of MOU

Subaward Period of Performance End Date: June 30, 2023

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Federal Award: N/A

Subaward Project Title: City of Riverside (PARTNER AGENCY) REGIONAL EARLY ACTION PLANNING (REAP) GRANT

Subaward Project Description: City of Riverside (PARTNER AGENCY) Regional Early Action Planning (REAP) Grant Transformative Climate Communities (TCC) Riverside Technical Assistance Project (REAP PROGRAM AREA) will utilize REAP funding to implement planning projects to further the development of housing within the **City of Riverside** jurisdiction.

MEMORANDUM OF UNDERSTANDING
No. M-xxx-22

BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND City of Riverside (Partner Agency)
FOR TCC Riverside Technical Assistance Project (Project Title)

(SCAG Project/OWP No. 300-4887Y0.04)

This Memorandum of Understanding ("MOU" or "Agreement") is entered by and between the **Southern California Association of Governments** ("SCAG") and the **City of Riverside** ("Partner Agency"), for TCC Riverside Technical Assistance Project, subsequently herein referred to as "Project." SCAG and the Partner Agency 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, on February 27, 2020, the California Department of Housing and Community Development ("HCD") released a Notice of Funding Opportunity ("NOFA") for the Regional Early Action Planning Grant Program (the "REAP Program");

WHEREAS, the NOFA was made available as a portion of the Local Government Planning Grants Program (as described in Health and Safety Code section 50515.02) pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapters 159, Statutes of 2019);

WHEREAS, SCAG applied for grant funding and HCD awarded up to \$47,471,023 (the "Full Funding Amount") to SCAG under the REAP Program;

WHEREAS, on March 5, 2020, SCAG's Regional Council allocated approximately \$23 million of the Full Funding Amount to fund subregional partnership projects for planning activities that will accelerate housing production and facilitate compliance in implementing the Sixth Cycle of Regional Housing Needs Allocation ("RHNA") (the "Subregional Partnership Program"), with the funding amount available for each subregional partner based on the final Sixth Cycle of RHNA allocation;

WHEREAS, the balance of the Full Funding Amount was allocated toward various eligible activities under the REAP Program in accordance with the NOFA, as approved by HCD;

WHEREAS, as part of its REAP Program, SCAG staff surveyed TCC-funded jurisdictions in the region and invited the selected participants that had a supplemental project eligible for REAP funding;

WHEREAS, the Partner Agency developed and submitted their proposed scope consistent with the NOFA for the REAP Program (“Scope of Work”), attached hereto and incorporated as “Exhibit A”, and SCAG reviewed and approved the Scope of Work;

WHEREAS, pursuant to its annual Overall Work Program (“OWP”), SCAG will be engaged in activities and projects that will require certain technical, professional, or support services from time to time related to its work regarding the Project;

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties as well as the use and payment of the REAP funds for the Project;

WHEREAS, this MOU shall supersede and replace any previous agreements or negotiations between SCAG and the Partner Agency 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 Partner Agency. The Recitals to this Agreement are also incorporated herein by this reference.

2. Responsibilities of the Parties:

a. SCAG will:

- 1) Contribute funding for the Project in accordance with Section 5, Funding, below.
- 2) Procure a consultant (“Consultant”) to perform the services required for the Project in consultation with Partner Agency staff, in accordance with SCAG’s Procurement Policies and Procedures.
- 3) Following execution of the contract between SCAG and the Consultant, SCAG shall, in consultation with the Partner Agency:
 - a) Oversee and manage the Consultant’s activities in performing the Scope of Work and the Consultant’s compliance with its obligations under the Consultant’s contract with SCAG.
 - b) Write and negotiate the Final Task Order/issue a Notice to Proceed with the Consultant.
 - c) Have a designated Project Manager that participates in check-ins and reviews materials as laid out in the Scope of Work (once the Project is formally kicked off).
 - d) Review and approve Consultant’s invoices and deliverables.

- 4) Be responsible for final approval of Consultant's deliverables consistent with the Scope of Work; provided, however, that prior to approving a deliverable from the Consultant, the SCAG's Project Manager shall consult with the Partner Agency's Project Manager.
- b. The Partner Agency will:
- 1) Perform its duties under this MOU, in accordance with applicable State requirements, and the provisions of this MOU.
 - 2) Draft all scopes for the Project work with assistance as needed from SCAG.
 - 3) Act as Project Manager point of contact for procurements (with SCAG Analyst).
 - 4) Participate in the Proposal Review Committee ("PRC") for the Consultant selection process.
 - 5) Provide SCAG Project Manager with technical guidance for the Project in directing, overseeing, and managing the work of the Consultant.
 - 6) Provide any required decisions as promptly as practicable to avoid unreasonable delay and provide technical leadership and support for reporting/invoicing as necessary.
- c. In the event that the Partner Agency believes an amendment to the Consultant contract is required, the Partner Agency shall notify SCAG's Project Manager in writing of the recommended changes and basis therefor. Any decision to amend the Consultant contract shall be made by SCAG, in its sole discretion. The Partner Agency shall have no authority to promise or execute any such amendment, and the Partner Agency shall not make any representations to the Consultant regarding a proposed amendment.

3. **Term**

The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until June 30, 2023, 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 the Partner Agency through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

Name: Zacharias Gardea
Title: Junior Planner
Phone: (213) 630-1446
Email: gardea@scag.ca.gov

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

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

Name: Nathan Mustafa
Title: Deputy Public Works Director, City of Riverside
Phone: (951) 826-2251
Email: nmustafa@riversideca.gov

The Partner Agency reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG's contribution to the Project is funded wholly with REAP Program funds (the "Grant Funds"). SCAG shall contribute a maximum, not to exceed two-hundred fifty thousand Dollars (\$250,000) towards the Project to be used solely for the procurement and payment of the Consultant. No Grant Funds will be provided directly to Partner Agency by SCAG.
- b. SCAG shall not be obligated to make payments for any Project costs that exceed two-hundred fifty thousand Dollars (\$250,000). SCAG shall not be obligated to pay for any increase in Project costs which exceeds SCAG's obligated funding amount. SCAG shall not be obligated to make payments from any source other than Grant Funds provided by HCD to SCAG pursuant to the REAP Program.
- c. SCAG reserves the right, in its sole discretion, to discontinue funding the Program and terminate the contract as described in Section 19 of this MOU.

6. Allowable Uses of Grant Funds

- a. SCAG shall be accountable to oversee Consultants' performance. The agreement between SCAG and the Consultant shall provide for compliance with all applicable requirements of this Agreement as determined by SCAG.
- b. There must be a strong implementation component for the funded activity through REAP, including, where appropriate, agreement by the Partner Agency to submit the completed planning document to the applicable board, council, or other entity for adoption. If the Partner Agency does not formally request adoption of the funded activity, it may be subject to repayment of the Grant Funds.
- c. In the event that it is determined, at the sole discretion of SCAG, that the Partner Agency is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from SCAG to stop work, the Partner Agency shall cease all work under the Agreement. SCAG has the sole discretion to determine that the Partner Agency meets the terms and conditions after a stop work order, and to deliver a written notice to the Partner Agency to resume work under the Agreement.

7. 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.
- b. SCAG shall own all Work Products and shall grant to the Partner Agency a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at the Partner Agency's sole risk and without liability or legal exposure to SCAG.
- c. Subject to any provisions in the California Public Records Act to the contrary, SCAG's contract with the Consultant shall require that all deliverables and related materials related to the Project shall be held confidential by Consultant. Nothing furnished to the Partner Agency or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. The Partner Agency shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Partner Agency treats its confidential information, but in no case less than reasonable care.

8. MOU Changes

No alteration or deviation of the terms of this MOU shall be valid unless made in writing in the form of MOU Amendment and fully and properly executed by both parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the Request.

9. Notices

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

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

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

To Partner Agency: Name: Nathan Mustafa
Title: Deputy Public Works Director
Agency: City of Riverside
Address: 3900 Main Street – 4th Floor, Riverside, CA, 92522

Phone: (951) 826-2251
Email: nmustafa@riversideca.gov

10. Insurance

The Partner Agency, at its own expense, shall 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. Notwithstanding the foregoing, the Partner Agency shall have the right, at its election but upon written notice to SCAG, to maintain all such insurance required under this Section 10 under a program of self-insurance or self-administered claims in lieu of purchasing such insurance; provided, however, that the scope and coverage limits are not less than those required below in subdivisions (a) and (b) below and provided, further, that the provisions in subdivision (c) apply to any self-insurance program. Any notice by the Partner Agency shall detail consistency of its self-insurance program with the requirements of this Section 10. The minimum required insurance coverage required by SCAG is set forth below unless otherwise waived by SCAG, in its sole discretion. SCAG shall, in its contract with the Consultant, require that the Consultant provide insurance as specified in this section, and as further detailed in subparagraph (g) 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.
- b. Minimum Limits of Insurance – The Partner Agency 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.
- c. Other Insurance Provisions –The Partner Agency should comply with the other insurance provisions. The general liability policy shall contain, or be endorsed to contain, the following provisions:
 - 1) SCAG, its officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of the Partner Agency, products and completed operations of the Partner Agency; premises owned, occupied or used by the Partner Agency; or automobiles owned leased, hired or borrowed by the Partner Agency. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
 - 2) For any claims related to this Project, the Partner Agency'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 Partner Agency'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 Partner Agency'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.
- 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 Partner Agency 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 Partner Agency shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- g. Consultant Insurance Requirements- SCAG shall require that the Consultant provide insurance in the types and amounts as specified above. SCAG shall require that the Consultant name the Partner Agency as an additional insured and provide the above specified endorsements in favor of the Partner Agency as well as in favor of SCAG.

11. 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 Partner Agency undertakes and agrees 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 SCAG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors or omissions or violations of law by the Partner Agency, employees and agents in connection with its activities in pursuing the Project or under this MOU.
- b. SCAG shall require that the Consultant provide indemnification for the Partner Agency to the same extent as SCAG, in the contract(s) between SCAG and the Consultant for work related to this Agreement.

12. Records Retention and Audits

- a. The Partner Agency shall maintain all source documents, books and records connected with the Project and all work performed under this MOU for a minimum of three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter 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, HCD, 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 three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter 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 Partner Agency, HCD, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by the Partner Agency upon request at no cost to the Partner Agency.
- c. The Partner Agency agrees that SCAG and HCD shall have the right to review, obtain, and copy all records and supporting documentation to the performance of this Agreement. The Partner Agency agrees to provide any relevant information requested.
- d. The Partner Agency agrees to permit SCAG and HCD access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, program guidelines, and this Agreement.
- e. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Partner Agency until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter. SCAG shall include this records retention requirement in its contract with the Consultant.

13. General Terms and Conditions

- a. The Partner Agency shall adhere to the requirements contained in the State of California General Terms and Conditions (GTC 04/2017), attached hereto and incorporated as "Exhibit B". Such requirements shall apply to the Partner Agency to the same extent as SCAG and may include, but are not limited to:
 - 1) Recycling Certification
 - 2) Non-Discrimination Clause
 - 3) Anti-Trust Claims
 - 4) Child Support Compliance Act
 - 5) Priority Hiring Considerations
 - 6) Small Business Participation and DVBE Participation

14. 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 person, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

- 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.), the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- c. The Parties shall permit access by representatives of SCAG, the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department shall require to ascertain compliance with this clause. The Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Parties shall include the nondiscrimination and compliance provisions of this clause in all sub-agreements to perform work under this MOU.
- d. 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.
- e. 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.
- f. If required by the Department of Fair Employment and Housing, additional or alternate sanctions for noncompliance may be imposed.

15. Conflict of Interest

The Parties shall comply with federal and state conflict of interest laws, regulations and policies as well as all applicable federal and state laws, regulations and policies in connection with its activities pursuant to this Agreement.

16. Independent Contractor

The Partner Agency and its officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of SCAG.

17. Disputes

- a. In the event of a dispute among the Parties concerning a question of fact arising under this Agreement that is not disposed of by agreement, which involves a decision by the Department's

Housing Policy Development Manager (or the Manager's designee) who may consider any written or verbal evidence submitted by SCAG, the decisions of the Department shall be final and not subject to further appeal pursuant to Health and Safety Code Section 50515.04(g). SCAG shall include in such submittal to the Department any written or verbal evidence submitted to SCAG by the Parties, at the discretion of SCAG, as part of this process. Neither the pendency of a dispute nor its consideration by the Department will excuse the Parties from full and timely performance in accordance with the terms of this agreement.

- b. For other disputes and 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:
- c. A meeting shall be held promptly between the Parties that will be attended by the Partner Agency'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.
- d. If the Parties are unsuccessful in resolving the dispute under (c) 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.
- e. 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.
- f. 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.

18. Noncompliance

In addition to such other remedies as provided by law, in the event of nonperformance or noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated pursuant to Section 19.

19. 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 and the Consultant shall be paid for all services performed through the effective date of termination, provided the required consultation between the Partner Agency and SCAG has been undertaken in accordance with Section 2 of this MOU. Any Party terminating this MOU before the effective date of termination shall be

responsible for any actual, incurred termination costs incurred by the Consultant as a result of such termination notice.

- b. Termination for Cause (Partner Agency Default). If through any cause, the Partner Agency shall fail to timely and adequately fulfill its obligations under this MOU, or if the Partner Agency 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 Partner Agency of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for the Partner Agency 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. Termination for Cause (SCAG Default). 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 Partner Agency 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 Partner Agency 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 Partner Agency invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to the Partner Agency at its option.

20. Non-Assignment

- a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable.
- 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.

21. Release of Information

The Partner Agency 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 (including, without limitation, pursuant to the California Public Records Act) and with prior written notice to SCAG.

22. Non-Exclusivity

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

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 7 (Electronic Version of Work Products)

Section 11 (Indemnification)

Section 17 (Disputes)

Section 21 (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 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 Partner Agency nor SCAG shall be liable or deemed to be in default for any delay or failure in performance under this MOU and Consultant shall not be liable under its contract with SCAG for interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Partner Agency, SCAG or Consultant, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance

fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

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 digital 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 and B 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.

32. Authority

The Partner Agency warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake administration of the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Partner Agency's governing body, directing and designating the authorized representative(s) of the Partner Agency to act in connection with the Project specified and to provide such additional information as may be required by SCAG.

[Signature Page to Follow]

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
NO. M-~~xxx~~-22**

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: _____
Cindy Giraldo
Chief Financial Officer
Date _____

APPROVED AS TO FORM:

By: _____
Michael R.W. Houston/Jeffrey Elder (choose one)
Chief Counsel/Deputy Legal Counsel
Date _____

City of Riverside ("Partner Agency")
City Manager:

By: _____
Michael Moore
Interim City Manager
Date _____

APPROVED AS TO FORM:

By: Susan Wilson
Susan Wilson
Assistant City Attorney
Date 8-2-22

Exhibit A

Scope of Work

CITY OF RIVERSIDE

INNOVATION DISTRICT TRIANGLE HOUSING SUPPORTIVE INFRASTRUCTURE

ASSESSMENT

Background/Project Overview

Under the California 2019-2020 Budget Act, SCAG was awarded \$47 million in Regional Early Action Planning (REAP) funding to support local governments and stakeholders with housing planning activities that accelerate housing production and meet the region's goals for producing 1.3 million new units of housing by 2029, as determined by the 6th Cycle Regional Housing Needs Assessment (RHNA).

SCAG has framed its REAP funding into three umbrella categories including (1) Partnerships and Outreach, (2) Regional Housing Policy Solutions and (3) Sustainable Communities Strategies (SCS) Integration. As part of Category (3) Sustainable Community Strategies, SCAG has committed to pursuing partnerships with a particular emphasis on state-funded Transformative Climate Communities (TCC) areas within Priority Growth Areas with a goal of furthering next steps on housing supportive land use analysis and strategy development.

The Proposed Project consists of a request from the City of Riverside (City) to develop a Housing-Supportive Infrastructure Assessment within a portion of the City's Innovation District (Innovation District Triangle – the Triangle).

Desired Project Outcomes:

The City recently updated the City's Zoning Code to include the Innovation District Overlay Zone (ID) as part of its 6th Cycle Housing Element Update, which was adopted by the City Council on October 5, 2021. The ID Overlay Zone is applied to the Innovation District Triangle Master Plan area, generally described as the triangle formed by the I-215 Freeway to the northeast, Third/Blaine Street to the south, and the Union Pacific Railroad tracks to the northwest (which runs easterly and parallel to the SR 91 Freeway). Housing opportunity sites that will help the City meet its 6th Cycle RHNA obligation have been identified in the Triangle.

The Triangle includes a mix of land use emphasis areas established by the ID Overlay Zone, including Industrial, Housing, Employment and Civic Space emphasis areas as well as a transitional area which abuts the TCC project area to the south. The TCC project includes the development of 65 affordable housing units; and the City recently closed a request for proposals for a separate mixed-use development with mandated affordable units also within the TCC project area. By having detailed infrastructure plans in place, the City can best facilitate the anticipated 6,980 residential units (which includes a potential 1,011 Lower-Income units) within the Triangle at buildout. The infrastructure planning documents will result in directly implementable projects within the public right of way through future grant or development funding. This infrastructure plan will set the stage for additional housing as well as amenities within the Triangle. Adjacent residents of disadvantaged communities within the TCC project area will also benefit from planned open / civic space, reductions to the urban heat island effect, availability of additional walkable rights of way (in addition to pedestrian improvements planned for the TCC grant area), improved circulation, and more reliable utility service.

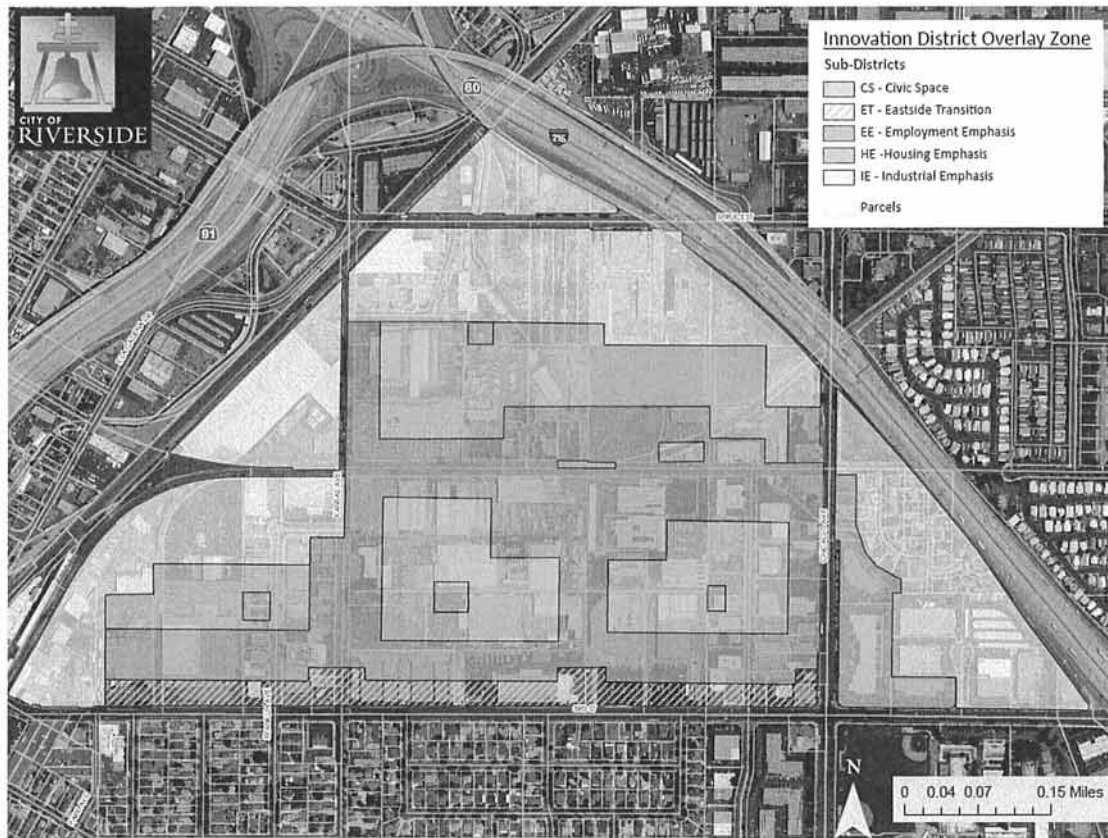


Figure 1: Project Area with Innovation District Overlay Zone Designations

The Triangle is immediately adjacent to the City's Transformative Climate Communities (TCC) grant project area, comprised substantially of the Eastside Neighborhood. Both the Triangle and TCC project area fall within the City's broader Innovation District and include several impacted disadvantaged communities. The City is currently developing a streetcar feasibility study; the envisioned project would link the TCC and Triangle areas with high quality transit and provide ready access (within under a 10 minute walk) to employment and amenities for TCC area residents and future residents of the Triangle.

While the Housing Element Update and associated environmental documents confirmed broader availability of the necessary sewer, water and electric utilities to facilitate the City's RHNA obligation, the City is seeking assistance to complete more detailed infrastructure planning for the Triangle. Infrastructure within the Triangle is aging, and is likely deficient to serve the envisioned density within the Triangle and could be a barrier to housing development. Furthermore, existing soil and groundwater contamination, along with flooding & drainage issues would need to be addressed. Rail lines (active or abandoned), canals, and freeways create right of way complications within the triangle. Much of the electrical infrastructure remains above ground, and the tree canopy is sparse. The existing circulation network is likely insufficient to facilitate the ease of access and interconnectedness of uses required for a thriving Innovation District. A thorough assessment of these issues and the development of the associated infrastructure action plans is needed to set the table for development of housing at the scale envisioned within the Triangle.

The City's TCC grant is funding significant sustainable transportation infrastructure in the grant area, including: cool pavement, a solar-panel-shaded walkway, transit amenities, water-efficient landscaping,

and the planting of fruit trees. This infrastructure assessment would examine opportunities for similar & unique infrastructure investment opportunities within the Triangle.

Task 1: Project Management

The Consultant shall complete the following tasks:

- Complete SCAG's REAP metric checklist;
- Provide a complete and comprehensive technical description, work definition, specific list of project objectives and milestones for all tasks required in the completion of the project;
- Develop a viable, comprehensive cost and schedule plan that reflects the planned performance of the work including all project milestones and objectives;
- Establish a comprehensive control system that provides identification of any problem areas early and initiates dialogue with the City and SCAG in order to clarify potential problems/issues and get concurrence on any necessary corrective action;
- Prepare monthly progress reports with invoices and running tallies of funds expended during each invoice for each corresponding task as well as noting the overall budget per the scope of work and remaining balance for each task while also documenting the project status information to the project team (Consultant, key City staff, and key SCAG staff);
- Communicate information to the project team and stakeholders on a biweekly basis, which will be accomplished via the following methods:
 - Use cloud-based document sharing services approved by the SCAG Project Manager, for draft report distribution, review, and comment by project team; and
 - Conduct online meetings conducted via Zoom or Teams, or similar as approved by the SCAG Project Manager, ensuring broad stakeholder attendance and comments;
 - Ensure thorough documentation through an effective Quality Assurance / Quality Control process; and
 - Establish clear and continuous lines of communication between Consultant, City of Riverside and SCAG, ensuring that expectations are mutually defined and achieved.

The Project Kick-off meeting shall be scheduled within one (1) week of the Executed Task Order. The Consultant shall invite the SCAG Project Manager, City project manager, other City staff, and key stakeholders as established by the City, to the virtual or in-person Kick-off meeting.

The Consultant's Project Management team shall be responsible for coordinating and documenting staff activities and meetings, project strategy, and overseeing work from project inception to completion.

Deliverables:

- Kick-off meeting, including preparation of Agenda and Summary Notes
- Project Schedule/Timeline as applicable
- Monthly Status Reports
- Monthly Invoicing and reporting to SCAG
- Monthly Meetings/Conference Calls with Agendas and Summary Notes
- Biweekly communication with the City's Project Management

Task 2: Technical Work

The Consultant shall prepare a series of existing conditions reports, infrastructure recommendations, and accompanying maps & diagrams to detail infrastructure opportunities and needs in the Triangle. In order to help the City implement the housing and other opportunities in the Triangle, it is expected that the consultant or subconsultant will prepare recommendations using the same modeling software or calculation methodologies used to develop the City's current capacity planning studies.

Findings and recommendations will be compiled into a single report as detailed below. Recommended infrastructure enhancements shall not only meet the anticipated capacity needs of the Triangle but also the objectives as detailed within the City of Riverside Strategic Plan 'Envision 2025' and accompanying Operational Workplan. In addition, the Consultant shall review the Master Plan developed for the Triangle and the accompanying zoning to understand the vision for the Triangle and support the TCC project.

The Consultant shall be required to run the City's hydraulic (Innovyze/Autodesk InfoWater Pro), sewer, electric system (Synergi Electric) and any other relevant models; access to the model and model files will be determined through a data agreement. The Consultant responsible for conducting the study and providing recommendations shall be a licensed civil engineer in the state of California, for all matters pertaining to electrical infrastructure the consultant responsible shall be a licensed electrical engineer in the state of California.

Final recommendations shall reference and be founded in the five cross cutting threads of the Strategic Plan: Community Trust, Equity, Fiscal Responsibility, and Sustainability & Resiliency. Read more here: <https://riversideca.gov/citymanager/strategic-plan-2025>. The Consultant shall additionally prepare updates or addendums to the appropriate infrastructure plans and municipal code sections required to formally adopt elements of the infrastructure assessment.

Task 2.1: Existing Conditions & Capacity Assessment

- a. Review existing capacity assessment reports and infrastructure plans, links and files to be provided by City Team. Documents include but are not limited to:
 - Riverside Public Utilities (RPU)'s 2013 Integrated Water Master Plan, Technical Memorandum 7
 - 2025 Urban Water Master Plan
 - Electric System planning reports (Electric system master Plan, five-year electric system plan, Getaway ampacities reports, etc.)
 - Electric system model
 - GIS model and Asset management documents
 - 2019 Sewer Master Plan
 - The Riverside PACT (www.riversideca.gov/pact)
- b. (Report Section 2) Prepare a summary of existing & currently planned infrastructure (transportation, water, electric, stormwater, sewer) conditions within the Triangle. Include a review of existing flooding and contamination issues.

Task 2.2: Public Rights of Way & City Owned Properties

- a. (Report Section 3) Prepare and map infrastructure recommendations for the public rights of way, examining roadways, active transportation amenities, park land, the urban forest, parkways, plazas & civic spaces, curbspace management, public transportation routing and regional transit connections, smart parking, connected & autonomous vehicles, electric vehicle charging etc. Recommendations to include funding strategies for improvements.

Task 2.3: Water, Electricity, Stormwater and Sewer

- a. (Report Section 4) Prepare and map infrastructure and capacity enhancement and any required facility abandonment recommendations for stormwater, water, electric, and sewer services. Recommendations should be mindful of capacity needs of not only housing but also potential clean tech industry partners. (Potential innovative components include the assessment of broadband, a Micro Grid in the Triangle, use of recycled water for certain business needs). Recommendations to include funding strategies for improvements.

Critical components of this report section shall include, but not be limited to:

- The report shall include a drainage master plan study
- The Consultants shall be responsible for adding proposed water improvements to RPU's hydraulic model, and size new facilities and confirm the adequacy of existing facilities - based on their projected demands. Additionally, the Consultant shall complete a focused water master plan update for this region. Examples include confirming the adequacy of the existing distribution mains, booster stations and storage facilities sizes, along with any required improvements based on RPU Design Guidelines and water utility industry standards.
- The Consultant shall be responsible for evaluating RPU's existing usable electrical infrastructure within the project area and recommending electrical improvements based on the proposed project layout and projected demand. Develop preliminary single line diagrams, and routing for potential upgrades or new circuits if needed along with a focused electric plan for final buildout.
- The consultant shall review options to provide recycled water for landscaping or other business needs within the Triangle
- Consultant shall review the feasibility of development requirements requiring / implementing LEED certifications of future buildings within the Triangle
- Consultant shall integrate opportunities for LED Street lighting in the area with the potential for future Smart Cities applications
- Deployment of AMI water / electric metering

Task 2.4 City Services

- a. (Report Section 5) Prepare infrastructure & budgetary recommendations to facilitate the execution & delivery of core City Services including: solid waste pickup, parking services, recreation, emergency services, library etc.

Task 2.5 Executive Summary

- a. (Report Section 1) Prepare an executive summary & summary map for the report.

Deliverables:

- Digital delivery of all model input and output files (Model validation / outputs to be included in printed format in final report)
- Digital delivery of all draft report sections for staff review

Task 3: Public Outreach and Communication

The Consultant shall host two (2) public workshops and conduct additional means of community engagement including mailouts, digital surveys, preparation of social media postings, emails, and digital content for a project webpage to include an interactive map. Relevant stakeholders include:

- Property owners & residents within and adjacent to the Triangle,
- Neighborhood groups,
- Elected officials,
- Various chambers of commerce,
- Eastside Climate Collaborative ,
- Path of Life / Hulen Place,
- Building Industry Association and NAIOP (Commercial Real Estate Development Association
- University of California Riverside (UCR) and UCR's Center for Environmental Research and Technology
- California Air Resources Board
- Riverside County Transportation Commission,
- Riverside Transit Agency,
- Department of Toxic Substance Control
- Riverside County Flood Control and Water Conservation District
- Caltrans

Deliverables:

- Two (2) facilitated public workshops and associated materials
- Content for project webpage
- Announcement and publicity content for email and/or social media distribution

Task 4: Presentation of Final Deliverables

- a. Consultant shall work closely with each city to prepare PowerPoint presentations and reports for the three (3) following entities: Riverside Public Utilities Board, Mobility & Infrastructure Committee, and City Council. Presentation content shall be based on technical content developed in the previous tasks. All material shall be appropriately calibrated to provide qualified information on key findings and deliverables created during the project. Language and graphics shall be designed to be easily accessible for the public and decision makers. Consultant to be present (virtually is acceptable) at the above listed meetings to answer questions from appointed / elected officials.
- b. Final Deliverables to SCAG and City Staff
The Consultant shall prepare a final package for SCAG and the City that combines all project deliverables. The package shall include an executive summary and recommendations on lessons

learned during the project. This task assumes preparation of the executive summary and digital organization/packaging of all deliverables; it does not assume a separate report. Consultant to provide five (5) printed copies of final report along with digital versions of the document in Word & PDF, consultant to provide all relevant GIS & model files.

Deliverables:

- One (1) draft and one (1) final PowerPoint presentation for each public hearing
- Attendance and preparation of associated materials for each public hearing
- Preparation of five (5) printed copies of the final report submitted to the City and digital “print ready” and digital “editable” copy for SCAG and City

SUMMARY OF DELIVERABLES

Task 1: Project Management

- Kick-off meeting, including preparation of Agenda and Summary Notes
- Project Schedule/Timeline as applicable
- Monthly Status Reports
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- Biweekly communication with the City’s Project Management

Task 2: Technical Work

- Digital delivery of all model input and output files (Model validation / outputs to be included in printed format in final report)
- Digital delivery of all draft report sections for staff review

Task 3: Public Outreach and Communication

- Two (2) facilitated public workshops and associated materials
- Content for project webpage
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Exhibit B

General Terms and Conditions (GTC 04/2017)

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)