APPENDIX B: SAMPLE MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
BETWEEN «ORGANIZATION_NAME», Estolano Advisors AND
Investing in Place

This Memorandum of Understanding, while not a legally binding document, does indicate a voluntary agreement to assist in the implementation of the SCAG Advisory Committee for Mobility Innovations ("Advisory Committee"). The agreement is between Estolano Advisors, Investing in Place (the "Consultant Team"), and «ORGANIZATION_NAME» (the "Committee Member"). It generally defines the overall program goals, describes the collaborative nature of the Advisory Committee, and explains the relationship between the Consultant Team and the Committee Member.

1. **Parties.** This Memorandum of Understanding (the "MOU") is made and entered into by and between «ORGANIZATION_NAME» (the "Committee Member"), whose address is «ADDRESS», «CITY», «STATE», «ZIP_CODE», as well as Estolano Advisors and Investing in Place ("Consultant Team"), whose street addresses are 448 S. Hill St., Ste. 1105, Los Angeles, CA 90013, and 830 Traction Ave, 3rd Floor, Los Angeles, CA 90013, respectively.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Consultant Team and the Committee Member will coordinate and collaborate to implement the Advisory Committee.

The primary goal of the Advisory Committee for Mobility Innovations is to engage environmental justice groups and community-based organizations in discussions around equity, mobility innovations, and congestion pricing. Organizations will work with SCAG and the consultant team to inform the development of the equity analysis methodology for new mobility pilots (e.g., zero emission areas) and congestion pricing in Southern California. This engagement will rely on the expertise and insights of local partners to surface best practices, mitigation measures, and interventions that promote more equitable outcomes.

This MOU explains how the Consultant Team and Committee Member will work together to implement the Advisory Committee, laying out anticipated roles for each party.

3. **Term of MOU.** This MOU is effective on January 29, 2020 and shall remain in full force and effect through June 30, 2020. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by email (sent to richard@estolanoadvisors.com), by hand, or by certified mail to 448 S. Hill Street, Ste. 1105, Los Angeles, CA 90013.

4. **Responsibilities of Consultant Team.** The Consultant Team is generally responsible for the following:

▪ Work with Committee Member staff to develop a scope of work, determine compensation structure, and required deliverables.

- After work has commenced, and if needed, work with Committee Member contact to amend an existing scope of work and/or deliverables (with SCAG approval)
- Facilitate workshops with the Advisory Committee, SCAG, the City of Los Angeles, and/or Metro
- Serve as the primary liaison between the Committee Member and SCAG staff
- Communicate SCAG questions, requests, and requirements in a timely manner
- Coordinate with Committee Member ahead of events and/or engagements to communicate expectations, address questions or concerns, and surface any potential issues
- Share background information and supporting materials to Committee Member ahead of engagements and coordinate with Committee Member staff to obtain supporting documentation
- Work with Committee Member to resolve issues, provide options to address Committee Member or SCAG concerns, and identify options to amend scope or terminate agreements if necessary

> **5.** **Responsibilities of Committee Member.** Please select the appropriate option(s) below:

☐ **Task A: Advisory Committee Workshops –** Attend four Advisory Committee workshops. Organizations are required to attend all four workshops. (anticipated hours: 18, **up to $1,800 per organization**)

☐ **Task B: Reporting + Direct Costs –** Administration, reporting, and direct costs (e.g., invoicing, billing, and submitting supporting documentation) for Task A activities (anticipated hours: 1-2, **up to $200 per organization**)

☐ Other: *please describe below:*

- Work with SCAG and the Consultant Team to attend workshops and support event implementation as outlined in Task A
- Select applicable tasks, propose a work plan, and coordinate with the Consultant Team to complete tasks and complete deliverables
- Where appropriate, coordinate with partners, members, allies, and/or key constituencies to raise awareness about mobility innovations and regional transportation issues
- Identify opportunities to engage stakeholders and constituencies that can provide feedback on local and regional mobility and transportation issues
- If applicable, identify opportunities to engage additional Committee Members as part of this process

> **6.** **Compensation.** Total compensation shall not exceed $2,000.

> **7.** **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

Consultant Team

_____

Richard France, Principal, Estolano Advisors   Date

_____

Jessica Meaney, Executive Director, Investing in Place   Date

Committee Member

_____

«PRIMARY_NAME», «PRIMARY_TITLE»,

Date

«ORGANIZATION_NAME»

SCAG Advisory Committee for Mobility Innovations
Scope of Work - «ORGANIZATION_NAME»

The primary goal of the Advisory Committee for Mobility Innovations is to engage environmental justice groups and community-based organizations in discussions around equity, mobility innovations, and congestion pricing. Organizations will work with SCAG and the consultant team to inform the development of the equity analysis methodology for new mobility pilots (e.g., zero emission areas) and congestion pricing in Southern California. This engagement will rely on the expertise and insights of local partners to surface best practices, mitigation measures, and interventions that promote more equitable outcomes.

The form below outlines the proposed tasks and responsibilities of the approved non-profit organization (Committee Member).

Community Partner Info

Contact Name: «PRIMARY_NAME»	**Contact Email:** «PRIMARY_EMAIL»
Contact Phone: «PRIMARY_PHONE»	**Address:** «ADDRESS», «CITY», CA, «ZIP_CODE»
Organization Name: «ORGANIZATION_NAME»	**Website:** «WEBSITE»
City/Community: «COMMUNITY»	**County:** «COUNTY»
Are you a non-profit organization? (Yes/No/Not Applicable): Yes **If so, what type (e.g., 501(c)(3))?** (list relevant Internal Revenue Code section): «IRS_CODE»	**Do you have a fiscal sponsor?** (Yes/No/Not Applicable): «FISCAL_SPONSOR» **Have you worked with SCAG before?** (Yes/No):

Brief Organization Description: *include a short description of the organization's mission and goals, demographics served, and geographic area(s).*

«DESCRIPTION»

<u>Proposed Scope of Work</u> – *please select all the apply.*

Please note that pay ranges below are based on a rate of $100 per hour. Compensation is based on total hours per task. The "up to" figure indicates the maximum pay rate per task.

- ✓ **Task A: Advisory Committee Workshops –** Attend three Advisory Committee workshops. Organizations are required to attend all three workshops. (anticipated hours: **18, up to $1,800 per organization**)

- ✓ **Task B: Reporting –** Administration and reporting for Task A (anticipated hours for **TASK A: 1 – 2, up to $200 per organization**)

- ☐ Other: *please describe below:*

Compensation Structure

IMPORTANT: Compensation is based on the rate of $100 per hour. The figures below represent maximum compensation rates based on each task's total anticipated hours. If you anticipate exceeding the hourly maximum, please indicate any potential overages in your scope of work (the SCAG project manager will consider amounts exceeding the maximums listed below on a case-by-case basis). The team will provide a template to record time and provide supporting documentation for hourly rates.

- **Payment will be based on total documented hours worked plus any direct costs** (see "Eligible Direct Costs" for more information on documentation requirements for direct costs).
- **The total maximum compensation for each Partner is $2,000.**

Task A: Advisory Committee Workshops

- up to $1,800: Event preparation, travel time, and attendance *(anticipated hours: up to 4 hours per event, with 2 additional hours for prep and travel time)*

Task B: Reporting + Direct Costs

- up to $200: Administration, reporting, and direct costs (e.g., invoicing, billing, and submitting supporting documentation) for Task A activities

(continued on next page)

Compensation Structure (cont.)

Eligible Direct Costs (check all that apply, provide estimated budgets, and budget assumptions)

☐ **Public Transit Fare** (documentation required, receipt required for fares above $10)
Anticipated Cost: $_____

Notes & Assumptions: _____

_____

_____

☐ **Personal Vehicle Mileage** (documentation required, billed at $0.58/mi.)
Total Anticipated Mileage: _____ @ $0.58/mi. = $_____

Notes & Assumptions: _____

_____

_____

☐ **Personal Bicycle Mileage** (documentation required, billed at $0.04/mi.)
Total Anticipated Mileage: _____ @ $0.04/mi. = $_____

Notes & Assumptions: _____

_____

_____

☐ **Other Direct Costs** (describe expenditure): _____

Proposed Documentation (e.g., receipts): _____

Anticipated Cost: $_____

Notes & Assumptions: _____

_____

_____

Ineligible Direct Costs

- Decorations
- Unreasonable incentives, such as prizes for public participation or any promotional or marketing materials.
- Full meal reimbursements. Caltrans will only reimburse for light refreshments, which are considered items that would be served between meals - non-alcoholic beverages such as coffee, tea, juice, soda, cookies, pastries.
- Childcare: Unfortunately, childcare costs cannot be reimbursed due to direction from Caltrans, who is funding this project through SB 1. See the Caltrans' Sustainable Transportation Planning Grant Program guidelines here to learn of other ineligible costs

Deliverables

Task	Description	Deliverables
A: Advisory Committee Workshops	Attend three Advisory Committee workshops	(1) Attend three workshops; (2) workshop materials (e.g., feedback surveys, written feedback, etc.)
B: Reporting	Provide supporting documentation for invoicing, reporting, and documentation purposes	(1) Invoicing materials (e.g., timesheets and receipts); (2) written summary of feedback and recommendations

Roles and Responsibilities

Consultant Team

- Work with Community Partner staff to develop a scope of work, determine compensation structure, and required deliverables.
- After work has commenced, and if needed, work with Community Partner contact to amend an existing scope of work and/or deliverables (with SCAG approval)
- Facilitate workshops with Advisory Committee, SCAG, the City of Los Angeles, and/or Metro
- Serve as the primary liaison between the Community Partner and SCAG staff
- Communicate SCAG questions, requests, and requirements in a timely manner
- Coordinate with Community Partner ahead of events and/or engagements to communicate expectations, address questions or concerns, and surface any potential issues
- Share background information and supporting materials to Community Partner ahead of engagements and coordinate with Community Partner staff to obtain supporting documentation
- Work with Community Partner to resolve issues, provide options to address Community Partner or SCAG concerns, and identify options to amend scope or terminate agreements if necessary

Committee Member

- Work with SCAG and the Consultant Team to attend workshops and support event implementation as outlined in Task A.
- Select applicable tasks, propose a work plan, and coordinate with the Consultant Team to complete tasks and complete deliverables.
- Where appropriate, coordinate with partners, members, allies, and/or key constituencies to raise awareness about mobility innovations and regional transportation issues.
- Identify opportunities to engage stakeholders and constituencies that can provide feedback on local and regional mobility and transportation issues.
- If applicable, identify opportunities to engage additional organizations as part of this process.