



**South Coast  
Air Quality Management District**

Grant Agreement No. MS24005



**Clean  
Transportation  
Funding**  
from the MSRC

**AB 2766/MSRC IMPLEMENTATION OF NEW OR EXPANDED MICROTRANSIT SERVICE GRANT AGREEMENT**

**1. PARTIES**

The parties to this Grant Agreement ("Agreement") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and City of Huntington Beach (referred to here as "RECIPIENT") whose address is 2000 Main Street, Huntington Beach, California 92648.

**2. RECITALS**

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State).
- B. Under State Health & Safety Code Sections 44225, *et seq.* (AB 2766), SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee for the purpose of reducing air pollution from motor vehicles and to implement the California Clean Air Act. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
- C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
- D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Agreement with RECIPIENT for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Agreement.
- E. RECIPIENT met the requirements for receipt of AB 2766 Discretionary Funds as set forth in RECIPIENT's Microtransit Zero-Emission Shared Mobility Service Program Proposal dated January 6, 2023 and was awarded a grant under the work program.
- F. RECIPIENT is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- G. All parties to this Agreement have had the opportunity to have this Agreement reviewed by their attorney.

**3. DMV FEES**

RECIPIENT acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Agreement. RECIPIENT further acknowledges that payment under this Agreement is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

**4. AUDIT AND RECORDS RETENTION**

- A. RECIPIENT shall, at least once every two years, or within two years of the termination of the Agreement if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by RECIPIENT were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
- B. RECIPIENT agrees to maintain records related to this Agreement during the Agreement term and continue to retain these records for a period of two years beyond the Agreement term, except that in no case shall

RECIPIENT be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through RECIPIENT'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from RECIPIENT in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve RECIPIENT of its obligation to perform under the terms of this Agreement.

5. TERM

This Agreement will become effective when signed by both parties for the period starting July 1, 2024 and shall remain in effect until September 1, 2026, unless terminated as specified herein or extended by amendment of this Contract in writing. No work shall commence prior to the Agreement start date, except at RECIPIENT's cost and risk, and no charges are authorized until this Agreement is fully executed, subject to the provisions stated in the PRE-AGREEMENT COSTS clause of this Agreement.

6. SUCCESSORS-IN-INTEREST

This Agreement, and the obligations arising under the Agreement, shall be binding on and inure to the benefit of RECIPIENT and their executors, administrators, successors, and assigns.

7. REPORTING

RECIPIENT shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Agreement.

8. TERMINATION

- A. In the event any party fails to comply with any term or condition of this Agreement or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this failure shall constitute a breach of this Agreement. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this Agreement. Notification shall be provided in the manner set forth in the NOTICES clause of this Agreement. The non-breaching party reserves all rights under law and equity to enforce this Agreement and recover damages.
- B. SCAQMD reserves the right to terminate this Agreement, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, RECIPIENT shall use all reasonable efforts to mitigate its expenses and obligations. RECIPIENT will be paid in accordance with this Agreement for tasks performed and costs incurred that could not be mitigated before the effective date of termination.
- B. RECIPIENT shall be paid in accordance with this Agreement for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Agreement. Before expiration of the thirty (30) days' written notice, RECIPIENT shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by RECIPIENT under this Agreement with the exception of a record copy of such materials, which may be retained by RECIPIENT.

9. INSURANCE

RECIPIENT represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Agreement. RECIPIENT shall provide evidence of sufficient coverage annually during the term of this Agreement and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Agreements Administrator and sent by email to SCAQMD Risk Management

(insurancecertificate@aqmd.gov). The **SCAQMD Agreement Number must be included on the face of the certificate**. If RECIPIENT fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Agreement or purchase such additional insurance and bill RECIPIENT or deduct the cost thereof from any payments owed to RECIPIENT. Minimum insurance coverages are as follows:

- A. Worker's compensation Insurance in accordance with either California or other state's applicable statutory requirements.
- B. General Liability Insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
- C. Automobile Liability Insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.

10. **INDEMNIFICATION**

RECIPIENT agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of RECIPIENT, its officers, its employees, contractors, agents or representatives in the performance of this Agreement. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Agreement and shall remain in full force and effect.

11. **PAYMENT**

- A. SCAQMD shall reimburse RECIPIENT up to a total amount of Two Hundred Seventy-Nine Thousand One Hundred Eighty-Six Dollars (\$279,186) in accordance with Attachment 2 - Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Agreement.
- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, RECIPIENT's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
- C. Any funds not expended upon early Agreement termination or Agreement completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to RECIPIENT within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by RECIPIENT.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's Agreement number, period covered by invoice, and RECIPIENT's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

1. Charges for equipment, material, and supply costs, travel expenses, contractor, and other charges, as applicable, must be itemized by RECIPIENT. Reimbursement for equipment, material, supplies, contractor, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by RECIPIENT).
  2. SCAQMD shall pay RECIPIENT for travel-related expenses only if such travel is expressly set forth in Attachment 2 - Payment Schedule of this Agreement or pre-authorized by SCAQMD in writing.
  3. RECIPIENT's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. SCAQMD may reduce payments on invoices by those charges for which receipts were not provided.
  4. RECIPIENT must submit final invoice no later than ninety (90) days after the termination date of this Agreement or invoice may not be paid.
12. COMPLIANCE WITH APPLICABLE LAWS, LICENSES, PERMITS  
RECIPIENT agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Agreement, including complying with all licensing and permitting requirements and obtaining all clearances from appropriate agencies applicable to the project. RECIPIENT must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Agreement are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will maintain compliance for the full Agreement term. RECIPIENT shall ensure that the provisions of this clause are included in all contracts and subcontracts.
13. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)  
A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.  
B. RECIPIENT has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."  
C. The determination of AB 2766-MSERCs is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. RECIPIENT would then receive the balance of the MSERCs not associated with AB 2766 funding.
14. NOTICES  
All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon

sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U.S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:

South Coast Air Quality Management District

21865 Copley Drive

Diamond Bar, CA 91765-4178

Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: [cravenstein@aqmd.gov](mailto:cravenstein@aqmd.gov)

RECIPIENT:

City of Huntington Beach

2000 Main Street

Huntington Beach, CA 92648

Attn: Chau Vu, email: [chau.vu@surfcity-hb.org](mailto:chau.vu@surfcity-hb.org)

15. INDEPENDENT CONTRACTOR

RECIPIENT, its officers, employees, agents, or representatives shall act in an independent capacity, and shall in no sense be considered employees or agents of SCAQMD, nor shall RECIPIENT, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for RECIPIENT's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

16. OWNERSHIP

Title and full ownership rights to any equipment purchased under this Agreement shall at all times remain with RECIPIENT.

17. NON-DISCRIMINATION

In the performance of this Agreement, RECIPIENT shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, marital status, age, mental status, medical condition, physical or mental disability, or allow unlawful denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. RECIPIENT shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Sections 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

18. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by RECIPIENT without the prior written consent of SCAQMD, and any attempt by RECIPIENT to do so shall be void upon inception.

- B. RECIPIENT agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. RECIPIENT shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Agreement. RECIPIENT is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Agreement's terms and conditions to the Buyer. **RECIPIENT will not be relieved of the legal obligation to fulfill the terms and conditions of this Agreement until and unless the Buyer has assumed responsibility of this Agreement's terms and conditions through an executed Agreement with SCAQMD.**
19. NON-EFFECT OF WAIVER  
The failure of RECIPIENT or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
20. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS  
RECIPIENT is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.
21. ATTORNEYS' FEES  
In the event any action is filed in connection with the enforcement or interpretation of this Agreement, each party in said action shall pay its own attorneys' fees and costs.
22. FORCE MAJEURE  
A party shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.
23. SEVERABILITY  
In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.
24. HEADINGS  
Headings on the clauses of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
25. SIGNATURES  
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. Further, the parties agree that this Agreement or any counterpart may be executed and delivered by DocuSign, or by transmitting a manual signature by fax or .pdf, which shall have the same force and effect as copies executed and delivered with original manual signatures.

26. GOVERNING LAW

This Agreement shall be construed and interpreted, and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Agreement shall be Los Angeles County, California.

27. PRE-AGREEMENT COSTS

Any costs incurred by RECIPIENT prior to RECIPIENT receipt of a fully executed Agreement shall be incurred solely at the risk of the RECIPIENT. In the event that this Agreement is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a fully executed Agreement. If this Agreement is fully executed, pre-Agreement cost expenditures authorized by the Agreement will be reimbursed in accordance with the Payment Schedule and payment provision of the Agreement.

28. CHANGE TERMS

Changes to any part of this Agreement must be requested in writing by RECIPIENT and approved by MSRC in accordance with MSRC policies and procedures. RECIPIENT must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Agreement shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

29. ENTIRE AGREEMENT

This Agreement represents the entire agreement between RECIPIENT and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

30. AUTHORITY

The signatory hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Agreement and to legally bind RECIPIENT both in an operational and financial capacity and that the requirements and obligations under this Agreement are legally enforceable and binding on RECIPIENT.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

Grant Agreement No. MS24005

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF HUNTINGTON BEACH

By: \_\_\_\_\_  
Vanessa Delgado, Chair, Governing Board

By: \_\_\_\_\_  
Name: Chau Vu  
Title:

Date: \_\_\_\_\_

Date: 9/9/2024

APPROVED AS TO FORM:  
Bayron T. Gilchrist, General Counsel

By: Barbara Baird

APPROVED AS TO FORM

By: \_\_\_\_\_  
MICHAEL E. GATES  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

//MSRC Master Boilerplate  
Revised March 15, 2023



**Attachment 1  
Statement of Work  
City of Huntington Beach  
Agreement Number MS24005**

**Project Description**

The purpose of this Agreement is to implement a project to expand existing microtransit services by increasing the existing microtransit service area in Huntington Beach, California. The City of Huntington Beach, hereinafter referred to as RECIPIENT, proposed to partner with Circuit Transit, Inc., hereinafter referred to as OPERATOR, to provide such micro-transit service, Expanded HB Circuit Service. The expanded service is to be provided in an approximately 0.4 square mile area of the City of Huntington Beach, which combined with the existing service area will provide a total approximately 1.9 square mile service area. One of the goals of the program is to attract new transit riders by connecting them to/from their final destinations. The service will also incentivize residents, employees and visitors to park only once and use the service to travel within the service area, thereby reducing the number of short trips. Using funds provided by SCAQMD, on behalf of the Mobile Source Air Pollution Reduction Review Committee (MSRC), RECIPIENT shall implement the expanded HB Circuit Service.

**Statement of Work**

**Task I: Plan Expanded HB Circuit Service**

RECIPIENT shall work with OPERATOR to complete planning of Expanded HB Circuit Service. Service shall meet the following parameters:

- A. Duration - The expanded HB Circuit Service project shall operate for 12 months.
- B. Schedule - Expanded HB Circuit Service shall be provided from:
  - 1. 12:00 p.m. to 9:00 p.m. Mondays through Thursdays;
  - 2. 10:00 a.m. to 10:00 p.m. on Fridays and Saturdays; and
  - 3. 10:00 a.m. to 9:00 p.m. on Sundays.Hours of operation are subject to change depending upon demand, but in no case shall service be provided for fewer than 195 hours per week.
- C. Expanded HB Circuit Service Area - Expanded HB Circuit Service shall be provided in the area shown in Attachment 3 - Service Area.
- D. Ride Hailing Process - OPERATOR shall provide a mobile application through which users can book a ride directly. Users shall also have the option of hailing a vehicle directly on the street.
- E. Fare: Rides will be offered for \$2 during the MSRC-supported year of the service. The cost for groups of three or more will be capped at \$6.
- F. Vehicles: A minimum of four vehicles shall be in operation at all times during the service hours, with one Americans with Disabilities Act (ADA)-accessible vehicle immediately available to be placed into service as needed. GEM e6 battery electric vehicles, with capacity for five seated passengers and the driver, shall be used to provide service. Supporting documentation to substantiate the vehicles used shall be made available upon request.

**Attachment 1  
Statement of Work  
City of Huntington Beach  
Agreement Number MS24005**

**Task II: Conduct Outreach**

Promotional efforts shall market Expanded HB Circuit Service and, where feasible, the air quality benefits of alternative commute modes. Additionally, RECIPIENT shall pursue cross-promotional opportunities with trip destinations/hubs within the Service Area. When feasible, proposed marketing materials shall be submitted to the MSRC Contracts Administrator for review and approval prior to publication or posting. The MSRC Contracts Administrator shall respond, if applicable, with any comments within three business days, otherwise, the proposed materials shall be deemed approved. Expanded HB Circuit Service promotion elements shall include, but are not limited to:

- A. Branding: Expanded HB Circuit Service identity including vehicle wraps and branded collaterals to portray a positive and memorable impression of Expanded HB Circuit Service;
- B. Mass Communication/Advertising:
  - 1. Social media and website postings;
  - 2. Articles in newsletters; and
  - 3. Promotion at community events.

**Task III: Operate Service**

RECIPIENT shall oversee and be responsible for OPERATOR's operation of expanded HB Circuit Service in accordance with the parameters set forth above. RECIPIENT shall be reimbursed on a quarterly basis for the operating cost of providing microtransit service, as set forth in Attachment 2 – Payment Schedule.

**Task IV: Develop and Initiate Plan for Future Operation**

RECIPIENT shall develop a plan for continuing operation of the Service following the end of MSRC funding assistance and take such preparatory steps as necessary to implement the plan immediately at the end of the MSRC-supported service. The plan shall be included in the reporting discussed below.

**Task V: Monitoring, Documentation, and Reporting**

Quarterly Reports: RECIPIENT shall provide an accounting of achievement of milestones; current activity; information on outreach impressions (e.g. number of social media hits); preliminary findings and recommendations for completion of agreement; any project delays or problems and solutions; and summary and analysis of project results to date on a quarterly basis. Progress Reports that do not comply will be returned to the RECIPIENT as inadequate.

Final Report: Following completion of the 12-month duration of MSRC-supported service, RECIPIENT shall prepare a Final Report, in the format provided by MSRC staff, that summarizes actions taken to develop the program, identifies any obstacles and solutions, discusses the successes of various marketing and administrative techniques or procedures, and quantifies the overall emission reduction benefits of the project. The Final Report shall also address boardings per revenue hour, percent shared rides, percentage of trips to/from transit hubs, and customer satisfaction.

**Attachment 1  
Statement of Work  
City of Huntington Beach  
Agreement Number MS24005**

**Project Schedule**

RECIPIENT shall comply with the increments of progress identified in the following chart.

<b>Task</b>	<b>Completion</b>
Task I: Plan Expanded Service	April 2025
Task II: Conduct Outreach	May 2026
Task III: Operate Service	June 2026
Task IV: Develop Plan for Future Operation	April 2026
Task V: Monitoring and Reporting	
Quarterly reports	On the 15 <sup>th</sup> of January, April, July, and October for the previous quarter until MSRC-supported operation is complete
Final Report	September 2026

**Attachment 2  
Payment Schedule  
City of Huntington Beach  
Agreement Number MS24005**

**Cost Breakdown**

<b>Expanded HB Circuit Ride Share Program Cost Element</b>	<b>Maximum AB 2766 Discretionary Funds payable under this Agreement</b>	<b>RECIPIENT and partners' Co-Funding</b>	<b>Total Project Cost</b>
Task I: Plan Expanded HB Circuit Ride Share Program	\$0	\$15,000	\$15,000
Task II: Conduct Outreach	\$0	\$25,000	\$25,000
Task III: Operate Service	\$279,186	\$279,186	\$558,372
Task IV: Develop and Initiate Plan for Future Operation	\$0	\$50,000	\$50,000
Task V: Monitoring, Documentation and Reporting	\$0	\$20,000	\$20,000
<b>Totals</b>	<b>\$279,186</b>	<b>\$389,186</b>	<b><u>\$668,372</u></b>

RECIPIENT and partners' co-funding contributions for Tasks I, II, IV and V are not required to be documented provided that other co-funding sources are equal to or greater than \$279,186. Co-funding must be expended proportionally, so that the amount of AB 2766 Discretionary Funds reimbursed to RECIPIENT shall not exceed 50% of actual costs.

RECIPIENT shall be reimbursed according to the amounts stated above upon submission of invoices which shall include a detailed accounting of labor hours and other expenses, as well as submission of any third-party invoices. For Outreach work, lost revenue which might otherwise have been obtained had the advertising space been sold, sometimes referred to as the "value" of the advertising, does not qualify for reimbursement.

**Attachment 3  
Supporting Documentation  
City of Huntington Beach  
Agreement Number MS24005**

**1. Map of Service Area**

Huntington Beach Circuit Ride Share Program



**Exhibit A - Service Area**



