



Model Data Usage Agreement

(Approved March 2, 2017; Amended June 22, 2020)

Based on guidance from the 2020-2045 Regional Transportation Plan and Sustainable Communities Strategy (Connect SoCal), this Model Data Usage Agreement ("Agreement") is entered into by and between the Southern California Association of Governments, hereinafter referred to as "SCAG," and South Bay Cities Council of Governments, a/an Subregion (under SCAG's Data Distribution Protocol, dated May 2020), hereinafter referred to as "Requester," collectively referred to as the "Parties" to ensure the "advisory and non-binding" nature of SCAG's subjurisdictional data is appropriately maintained. Please refer to the Connect SoCal Demographics and Growth Forecast Technical Report for additional information.

Note: The "Requester" is the party who will be working directly with the provided subjurisdictional data/modeling information and will conduct the actual data analysis.

RECITALS

Whereas, SCAG is providing technical assistance to the Requester in the development of subjurisdictional data or data analysis for the "Greenhouse Gas Emission Inventory Update" project, hereinafter referred to as "the Project"; and

Whereas, the Requester seeks use of certain subregional data and modeling information from SCAG in order to conduct its work for the Project; and

Whereas, the Requester falls under the category of "Subregion" under SCAG's Data Distribution Protocol, dated May 2020.

Whereas, SCAG is willing to provide the Requester use of certain SCAG subregional data and modeling information, as further specified below, based upon the terms and conditions of this Agreement.

Now, therefore, the Parties agree as follows:

I. GENERAL PROVISIONS

1. The above Recitals are incorporated as part of this Agreement by this reference.
2. This Agreement, when signed by SCAG and the Requester, shall serve as authorization for the Requester to obtain and use certain subregional data and modeling information from SCAG as further detailed herein.
3. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both Parties.
4. This Agreement is not assignable, in whole or in part, to any third party.

II. MODELING INFORMATION - ACCESS & USE

1. Requester has requested access and use of certain SCAG subregional data and modeling data as specified in Section V below.
2. In response to the request by Requester, SCAG shall provide to Requester access to the SCAG subregional data and modeling information set forth in Article V herein, hereinafter referred to as "Modeling Information." This Modeling Information shall only be used by Requester in a manner that complies with the

conditions of this Agreement and is consistent with the stated Purpose of the Request ("Stated Purpose"), as specified in Section VI below.

3. Requester shall be authorized to use and modify the Modeling Information consistent with the Stated Purpose of this Agreement. If requested by SCAG, the Requester shall provide SCAG with complete copies of all modified Modeling Information.
4. SCAG will provide only the portion of the modeling scripts (GISDK code) needed to support the Requestor's model development needs and requirements. Section "V. REQUESTED MODELING INFORMATION" shall clearly specify the portion of the Scripts required by the Requester. If additional sections of the model code are needed in the future as part of the Project, an addendum to this Agreement will be processed to provide the required model code.
5. In the event that the Requester modifies the Modeling Information provided by SCAG, Requester agrees to include the following statement in any written reference relating to the Modeling Information as provided herein:

"The following modeling analysis was performed by South Bay Cities Council of Governments based upon modeling information originally developed by the Southern California Association of Governments (SCAG). SCAG is not responsible for how the Model is applied or for any changes to the model scripts, model parameters, or model input data. The resulting modeling data does not necessarily reflect the official views or policies of SCAG. SCAG shall not be held responsible for the modeling results and the content of the documentation."

6. Requester shall not use the Modeling Information for any other purpose except as set forth in the Stated Purpose of this Agreement. In addition, Requester shall only use the Modeling Information in conjunction with the Project.
7. Except as specifically provided in this Agreement, Requester shall not use, release, reproduce, distribute, publish, maintain, and update for future use, loan, rent, pledge, license, assign, or otherwise transfer the Modeling Information acquired from SCAG, with or without any monetary compensation paid to Requester, without the prior written permission of SCAG. Secondary or any third party distribution or use of the Modeling Information obtained under this Agreement is strictly prohibited. Moreover, Requester shall not store or transmit the Modeling Information in or to any web site, newsgroup, mailing list, or electronic bulletin board, or regularly or systematically store the Modeling Information in electronic or print form, without the prior written permission of SCAG, except that Requester may store the Modeling Information in electronic or print form in order to carry out Requester's work for Modeling Information in conjunction with the Project. Any breach of these restrictions may result in immediate termination of this Agreement and liability for damages.
8. All Modeling Information received from SCAG by Requester shall be destroyed by Requester immediately after its approved use has ended and/or the Stated Purpose is otherwise completed.

III. DISCLAIMER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. Modeling Information shall be provided to the Requester by SCAG in an "as-is" condition, with no guarantee or warranty of format, completeness, or fitness for any use, expressed or implied. No oral or written information or advice given by SCAG shall be construed as a warranty, except as to ownership and/or copyright. No oral or written information or advice given by the Agency or Consultant, or other participating agency with respect to the subject Modeling Information shall be construed as a warranty. This disclaimer shall survive the termination of this Agreement.

2. The Requester shall hold SCAG harmless for any incidental, consequential, or special damages arising out of the use of the Modeling Information, or the inability to use any Modeling Information (including without limitation, loss of use, time or data, inconvenience, commercial loss, lost profits or savings or the cost of computer equipment or software, or loss due to any analysis derived from said data).

IV. INDEMNITY

SCAG shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done under, or in connection with this Agreement. Requester will indemnify, defend, and hold harmless SCAG from any liability and expenses and any claims for incidental, consequential, or special damages to the extent that such claim arises out of anything done or omitted to be done in connection with the Modeling Information provided by SCAG under this Agreement.

V. REQUESTED MODELING INFORMATION

Requester requests the following model data from SCAG:

For the years 2019 and 2020, and for each of our member cities, respectively: Carson, El Segundo, Gardena, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Rolling Hills Estates, and Torrance, we are requesting I. calculated transportation emissions by type and sector (in metric tons CO₂e) a) Origin/Destination Subtotal, b) Producing Trips, c) Attracting Trips, d) Trips within City Boundary, e) Off-road Transportation Subtotal, along with these off-road classes: 1) Agricultural Equipment, 2) Construction and Mining Equipment, 3) Industrial Equipment, 4) Lawn and Garden Equipment, 5) Light Commercial Equipment, 6) Recreational Equipment, II. vehicle miles traveled, including a) Total VMT, b) Percent Motorcycles, c) Percent Passenger Vehicles, d) Percent Light Trucks, e) Percent Heavy Trucks, f) Population, g) Number of Passenger Trips, and III. Assumptions, such as factor sets used. In addition, we are requesting the same information for the South Bay sub-region as a whole.

VI. PURPOSE OF THE REQUEST

Requester is requesting SCAG modeling information for the following specific purpose (please list intended usage of the data, purpose of the research, likely end results (e.g. subregional contract report, traffic modeling, paper or journal publication, class project, etc.), levels of anticipated reporting of dataset (e.g. regional, sub-regional, or jurisdictional tables, charts, graphics, etc.):

To complete the greenhouse gas emissions inventory update for our member cities and the South Bay subregion. Individual city data will be used to update their adopted climate action plan and the subregional data will be used to update the SBCCOG Subregional Climate Action Plan.

VII. ENTIRE AGREEMENT

This writing contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have not made agreements, representations, or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without the formal written amendment thereto.

VIII. EFFECTIVE DATE

The effective date of this Agreement shall be the date in which the last of the Parties, whether SCAG or Requester, executes this document.

IN WITNESS WHEREOF, SCAG and Requester have caused this Agreement to be executed by its duly authorized representatives on the dates noted below.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG"):

Signature: _____

Date: _____

Printed Name: Hsi-Hwa Hu

Title: Manager
Modeling & Forecasting Department

Approved as to legal form:

Signature: _____

Date: _____

Printed Name: Michael R.W. Houston

Title: Chief Counsel/Director of Legal Services

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS ("REQUESTOR"):

Signature: _____

Date: [Select a Date](#)

Printed Name: Jacki Bacharach

Title: Executive Director