



Western Riverside Council of Governments Administration & Finance Committee

AGENDA

**Wednesday, February 14, 2024
12:00 PM**

**Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501**

Remote Meeting Location:

**French Valley Airport
37600 Sky Canyon Road
Murrieta, CA 92563**

Committee members are asked to attend this meeting in person unless remote accommodations have previously been requested and noted on the agenda. The below Zoom link is provided for the convenience of members of the public, presenters, and support staff.

[Public Zoom Link](#)

Meeting ID: 893 5384 2874

Passcode: 724783

Dial in: 669 444 9171 U.S.

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if special assistance is needed to participate in the Administration & Finance Committee meeting, please contact WRCOG at (951) 405-6702. Notification of at least 48 hours prior to meeting time will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting. In compliance with Government Code Section 54957.5, agenda materials distributed within 72 hours prior to the meeting which are public records relating to an open session agenda item will be available for

inspection by members of the public prior to the meeting at 3390 University Avenue, Suite 200, Riverside, CA, 92501.

In addition to commenting at the Committee meeting, members of the public may also submit written comments before or during the meeting, prior to the close of public comment to jleonard@wrcog.us.

Any member of the public requiring a reasonable accommodation to participate in this meeting in light of this announcement shall contact Janis Leonard 72 hours prior to the meeting at (951) 405-6702 or jleonard@wrcog.us. Later requests will be accommodated to the extent feasible.

The Committee may take any action on any item listed on the agenda, regardless of the Requested Action.

1. CALL TO ORDER (Chris Barajas, Chair)

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PUBLIC COMMENTS

At this time members of the public can address the Committee regarding any items within the subject matter jurisdiction of the Committee that are not separately listed on this agenda. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Whenever possible, lengthy testimony should be presented to the Committee in writing and only pertinent points presented orally.

5. CONSENT CALENDAR

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Committee, any public comments on any of the Consent Items will be heard. There will be no separate action unless members of the Committee request specific items be removed from the Consent Calendar.

A. Action Minutes from the December 13, 2023, Administration & Finance Committee Meeting

Requested Action(s): 1. Approve the Action Minutes from the December 13, 2023, Administration & Finance Committee meeting.

B. Finance Department Activities Update

Requested Action(s): 1. Receive and file.

C. Approval of a Professional Services Agreement with EcoHero for School Outreach Presentations – Used Oil and Stormwater Litter / Pollution Prevention

Requested Action(s): 1. Authorize the Executive Director to execute a Professional Services Agreement with EcoHero.

D. I-REN Workforce Education & Training Sector - Professional Services Agreements for On-Call Workforce Service

Requested Action(s): 1. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and The Energy Coalition for support to I-REN with workforce assessment and working group implementation and facilitation services in an amount

not-to-exceed \$175,000, for a term through June 30, 2026, with options for one-year extensions through 2027.

2. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and the Riverside Community College District for support to I-REN with workforce assessment, working group implementation and facilitation services, and other support services in an amount not-to-exceed \$100,000, for a term through June 30, 2026, with options for one-year extensions through 2027.
3. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and the Chino Valley Chamber of Commerce for support to I-REN with workforce assessment, working group implementation and facilitation services, and other support services in an amount not-to-exceed \$195,000, for a term through June 30, 2026, with options for one-year extensions through 2027.

6. REPORTS / DISCUSSION

Members of the public will have an opportunity to speak on agendized items at the time the item is called for discussion.

A. 33rd Annual General Assembly & Leadership Address Community Service Award Nominations

Requested Action(s):

1. Review and/or amend Community Service Award guidelines.
2. Direct the Executive Director to open the nomination period, effective February 15, 2024.

B. TUMF Nexus Study Activities Update

Requested Action(s):

1. Receive and file.

C. Climate Pollution Reduction Grant Memorandum of Agreement

Requested Action(s):

1. Recommend that the Executive Committee authorize the Executive Director to negotiate and execute, subject to approval as to form by General Counsel, a Memorandum of Agreement between WRCOG, the San Bernardino County Transportation Authority / San Bernardino Council of Governments, and the Coachella Valley Association of Governments, and the execution of future amendments for the Climate Pollution Reduction Implementation Grant Program.

D. Strategic Planning session changes to Mission Statement and Guiding Principles

Requested Action(s):

1. Recommend the Executive Committee adopt revisions to the WRCOG Strategic Plan to include the addition of clarifying language to the Mission Statement and the addition of Guiding Principles.

7. REPORT FROM THE COMMITTEE CHAIR

Chris Barajas, City of Jurupa Valley

8. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson

9. ITEMS FOR FUTURE AGENDAS

Members are invited to suggest additional items to be brought forward for discussion at future Committee meetings.

10. GENERAL ANNOUNCEMENTS

Members are invited to announce items / activities which may be of general interest to the Committee.

11. NEXT MEETING

The next Administration & Finance Committee meeting is scheduled for Wednesday, March 13, 2024, at 12:00 p.m., in WRCOG's office at 3390 University Avenue, Suite 200, Riverside.

12. ADJOURNMENT

Administration & Finance Committee

Action Minutes

1. CALL TO ORDER

The meeting of the WRCOG Administration & Finance Committee was called to order by Chair Chris Barajas at 12:02 p.m. on December 13, 2023, in WRCOG's office.

2. PLEDGE OF ALLEGIANCE

Chair Barajas led the Committee members and guests in the Pledge of Allegiance.

3. ROLL CALL

- City of Corona- Jacque Casillas*
- City of Jurupa Valley - Chris Barajas
- City of Norco - Kevin Bash
- City of Perris - Rita Rogers
- City of San Jacinto - Crystal Ruiz
- City of Wildomar - Joseph Morabito
- County, District 2 - Karen Spiegel
- County, District 3 - Chuck Washington
- Western Water - Brenda Dennstedt

*Arrived after Roll Call

Absent:

- City of Eastvale
- City of Lake Elsinore

4. PUBLIC COMMENTS

Janis Leonard, WRCOG Administrative Services Manager, read a Public Comment item from Kevin Morris from Imperial Ridge Real Estate Capital, in support of the discussion item on the Commercial PACE agenda item number 6.A.

5. CONSENT CALENDAR

RESULT:	APPROVED AS RECOMMENDED
MOVER:	San Jacinto
SECONDER:	Perris
AYES:	Jurupa Valley, Norco, Perris, San Jacinto, Wildomar, District 2, District 3, Western Water

A. Action Minutes from the November 8, 2023, Administration & Finance Committee Meeting

Action:

1. Approved the Action Minutes from the November 8, 2023, Administration & Finance Committee meeting.

B. Finance Department Activities Update

Action:

1. Received and filed.

C. Approval of a Professional Services Agreement with the EcoHero for School Outreach Presentations - Used Oil and Stormwater Litter / Pollution Prevention

Action:

1. Recommended that the Executive Committee authorize the Executive Director to execute a Professional Services Agreement, substantially as to form, with the EcoHero.

6. REPORTS / DISCUSSION

A. Commercial PACE Activities Update

RESULT:	APPROVED AS RECOMMENDED
MOVER:	Perris
SECONDER:	Wildomar
AYES:	Corona, Jurupa Valley, Norco, Perris, San Jacinto, Wildomar, District 2, District 3, Western Water

Action:

1. Recommended that the Executive Committee direct the Executive Director to develop a resolution authorizing WRCOG to issue and directly place bonds to finance eligible improvements to be installed on commercial properties located within the boundaries of both the WRCOG Energy Efficiency and Water Conservation Program for Western Riverside County and the California HERO Program with certain capital providers, and in connection with such authorization, approving amendments to the Program Report for such programs, Assessment Contract, Master Indenture, Master Fiscal Agent Agreement and Master Bond Purchase Agreement, and authorizing the issuance of bonds pursuant to such Master Indenture or Master Fiscal Agent Agreement secured by assessments levied on commercial properties to finance the installation of eligible improvements on such commercial properties and approving other actions in connection thereto and approve amendments to the Program Reports to include Direct Capital Provider.

7. REPORT FROM THE COMMITTEE CHAIR

Chair Barajas had nothing to report.

8. REPORT FROM THE EXECUTIVE DIRECTOR

Dr. Kurt Wilson reported that there is a holiday open-house after the meeting, and encouraged

Committee members to stay and partake in the festivities.

9. ITEMS FOR FUTURE AGENDAS

There were no items for future agendas.

10. GENERAL ANNOUNCEMENTS

There were no general announcements.

11. NEXT MEETING

The next Administration & Finance Committee meeting is scheduled for Wednesday, February 14, 2024, at 12:00 p.m., in WRCOG's office.

12. CLOSED SESSION

There was one item for Closed Session.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION pursuant to Section 54957

Title: Executive Director

CONFERENCE WITH LABOR NEGOTIATORS pursuant to Section 54957.6

Agency designated representatives: Chair and General Counsel

Unrepresented employee: Executive Director

There were no reportable actions.

13. ADJOURNMENT

The meeting was adjourned at 12:49 p.m.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Finance Department Activities Update
Contact: Andrew Ruiz, Chief Financial Officer, aruiz@wrcog.us, (951) 405-6741
Date: February 14, 2024

Recommended Action(s):

1. Receive and file.
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Summary:

The Finance Department is nearing the end of the annual audit and issuance of its Annual Comprehensive Financial Report. WRCOG also recently received the Government Finance Officer's Association (GFOA) award for excellence in reporting for its Fiscal Year 2021/2022 Annual Comprehensive Financial Report (ACFR).

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide information regarding Finance Department activities. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #3 (Ensure fiscal solvency and stability of the Western Riverside Council of Governments).

Discussion:

Background

The Finance Department provides regular updates to WRCOG Committees regarding the financial status of WRCOG and also provides summaries of on-going activities that might be of interest to member agencies. The financial reports document Agency revenues and expenditures through the current fiscal year, as reported by various programs, funds, and other administrative divisions. On-going activities include the preparation of the Agency audit, budget amendments, and preparation of the WRCOG budget for consideration and approval by WRCOG Committees.

Present Situation

Fiscal Year 2021/2022 Annual Comprehensive Financial Report Award: WRCOG issued its financials in June 2023 and applied for the Government Finance Officer's Association (GFOA) award for excellence in reporting for its Annual Comprehensive Financial Report (ACFR); staff are pleased to announce that WRCOG has received the award.

Fiscal Year 2022/2023 Year End and Agency Audit: The final audit started in October 2023 and is currently approximately 90% complete. It is anticipated to be completed with the Agency's Annual Comprehensive Financial Report to be issued by February 2024.

Financial Documents

All of WRCOG's most recent financial statements, budget, monthly financials, amendments, etc., are located on the Agency's website [here](#).

Prior Action(s):

None.

Financial Summary:

This item is for informational purposes only; therefore, there is no fiscal impact. Finance Department activities are included in the Agency's adopted Fiscal Year 2023/2024 Budget under the Finance Department under Fund 110.

Attachment(s):

None.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Approval of a Professional Services Agreement with EcoHero for School Outreach Presentations – Used Oil and Stormwater Litter / Pollution Prevention

Contact: Olivia Sanchez, Program Manager, osanchez@wrcog.us, (951) 405-6721

Date: February 14, 2024

Recommended Action(s):

1. Authorize the Executive Director to execute a Professional Services Agreement with EcoHero.
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Summary:

***Originally scheduled for the February 5, 2024, Executive Committee Meeting in lieu of this meeting.**

In October 2023, WRCOG staff issued a Request for Proposals (RFP) for School Outreach Presentations – Used Oil and Stormwater Litter / Pollution Prevention. WRCOG received three proposals outlining scope, cost, experience, and outcomes. WRCOG staff, along with reviewers from member agencies, scored those RFPs and conducted interviews. The winning proposal is EcoHero. Funding for this Program is through a grant from CalRecycle for Used Oil Recycling and an agreement with Riverside County Flood Control and Water Conservation District (Flood Control) as a part of the Pollution Prevention Initiative funding.

A focus for the WRCOG Environmental Department is on school outreach programs designed to educate students about environmental conservation, sustainability, and eco-friendly practices. Through these outreach programs, WRCOG collaborates with local schools to organize interactive sessions that raise awareness about environmental issues, such as used oil recycling and stormwater pollution prevention. These initiatives aim to instill a sense of environmental responsibility among students. By actively engaging with schools, WRCOG fosters an environmentally conscious mindset among students, encouraging them to become future leaders in sustainability. For five years, WRCOG has worked with an outside vendor to provide these educational assemblies and programs.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update of current Environmental Department activities. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region) and sub-goal, #6.3 (Continuing to support the solid waste and recycling program).

Discussion:

Background

In March 2021, WRCOG and the Riverside County Flood Control and Water Conservation District (Flood Control) entered into an agreement establishing the Pollution Prevention Initiative (Initiative) and the formation of the Love Your Neighborhood Program (LYN). The region-wide Initiative supports marketing and awareness on illegal disposal and littering, using online platforms. Program goals include quantifiable result tracking of litter removal, increased stormwater pollution prevention, meeting objectives with the Municipal Separate Storm Sewer System (MS4) Permits, and complying with California mandates related to solid waste, recycling, and proper household hazardous waste disposal, which aligns with WRCOG's energy and environmental programs.

WRCOG and Flood Control collaborated on program elements to determine interested cities' participation and provide members with necessary resources, assist with the administration of a stand-alone LYN website, update the LYN toolkit to include a DIY section, data reporting, and educational outreach.

WRCOG also administers a Used Oil Payment Program (OPP) on behalf of its member agencies, which includes the Cities of Banning, Calimesa, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Murrieta, Norco, Perris, Riverside, San Jacinto, Temecula, and Wildomar. Funds are provided from CalRecycle and are allocated on a per capita basis. Funding from the OPP is used to provide used oil recycling events and educational outreach at regional schools.

The outreach presentations to schools in Fiscal Year 2022/2023 focused on both stormwater pollution prevention and recycling used motor oil, and were conducted by the vendor, EcoHero. There were 30 school events that received presentations, reaching 5,313 students.

The contract with EcoHero expired on June 30, 2023, and in October 2023, WRCOG staff issued a RFP for an environmental education outreach provider.

Present Situation

Proposers were asked to provide a detailed scope and budget addressing the following items:

- Overview of outreach presentations for K-6 students for used oil recycling education and stormwater / litter pollution prevention education.
 - Incorporating examples of interactive engagement for students during presentations.
 - Length of presentations.
 - In-person and virtual formats.
 - Maximum number of presentations.
- Sample school scheduling matrix from November 2023 to June 2024.
 - Outline of communication with schools, including promotion, scheduling, logistics and data collection.
 - Sample communication schedule of events.

- Budget for each in-person and virtual presentation cost.
 - Include school-wide and individual classroom costs.
 - Costs for additional materials if any.
 - Handouts and other materials related to the program. Marketing materials and other similar items are not to be distributed.
- Reporting.
 - Provide end of the year reports outlining the number of schools, students reached, testimonials, and survey results.

The RFP closed on October 27, 2023. WRCOG received three proposals. WRCOG staff, along with members from the Solid Waste Committee, assisted in scoring the proposals. Interviews were held the week of November 13, 2023. The winning bid based on score was EcoHero. A Professional Services Agreement was drafted for work to commence in February 2024, to begin scheduling presentations in member agencies' school districts.

Prior Action(s):

None.

Financial Summary:

The costs related to this agreement are included in the Fiscal Year 2023/2024 Agency budget under Used Oil (Fund 140) and the Love Your Neighborhood (Fund 110) Programs.

Attachment(s):

[Attachment 1 - WRCOG PSA with EcoHero for School Outreach Presentations for Used Oil Stormwater Litter Pollution Prevention](#)

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this day ___4th___ of _____December____, 2023, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and EcoHero Show, a Limited Liability Company ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing a youth education program on used oil recycling and stormwater pollution prevention/litter abatement, is licensed in the State of California, and is familiar with the plans of WRCOG.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services for the School Outreach Presentations – Used Oil and Stormwater Litter/Pollution Prevention ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply an education program on used oil recycling and stormwater pollution prevention/litter abatement for K-6 school children either virtually and/or in person ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from November 13, 2023 to June 30, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this

Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of WRCOG and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of WRCOG.

3.2.4 Substitution of Key Personnel. Consultant has represented to WRCOG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of WRCOG. In the event that WRCOG and Consultant cannot agree as to the substitution of key personnel, WRCOG shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to WRCOG, or who are determined by the WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the WRCOG. The key personnel for performance of this Agreement are as follows: Brett Edwards.

3.2.5 WRCOG's Representative. WRCOG hereby designates Kurt Wilson, or his or her designee, to act as its representative for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Brett Edwards, or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures, and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with WRCOG

staff in the performance of Services and shall be available to WRCOG's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care: Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-contractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense, and without reimbursement from WRCOG, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to WRCOG, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and/or regulations, and without giving written notice to WRCOG, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to WRCOG that it has secured all insurance required under this section, in a form and with insurance companies acceptable to WRCOG. In addition, Consultant shall not allow any sub-contractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the sub-contractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub-contractors. Consultant shall also require all of its sub-contractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office

Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant 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 general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement / location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by WRCOG to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury / Advertising Injury; (3) Premises / Operations Liability; (4) Products / Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give WRCOG, its Directors, officials, officers, employees, volunteers and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from WRCOG's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its Directors,

officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its Directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its Directors, officials, officers, employees, volunteers and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG (if agreed to in a written contract or agreement) before WRCOG's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella / excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by WRCOG, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by WRCOG will be promptly reimbursed by Consultant or WRCOG will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither WRCOG nor any of its Directors, officials, officers, employees, volunteers or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.4 Separation of Insureds: No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its Directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to WRCOG.

3.2.10.7 Verification of Coverage. Consultant shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Sub-consultant Insurance Requirements. Consultant shall not allow any sub-contractors or sub-consultants to commence work on any sub-contract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such sub-contractors or sub-consultants shall be endorsed to name WRCOG as an additional insured using ISO Form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance

for particular sub-contractors or sub-consultants.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed twenty thousand dollars (\$20,000) per year without written approval of WRCOG's Executive Director. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number 2024-80-1038-001, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by WRCOG.

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing

rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of WRCOG during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. WRCOG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant: The EcoHero Show
2012 W. Alluvial
Fresno, CA 93711**

**WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Kurt Wilson**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data: Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for WRCOG to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all sub-contractors to agree in writing that WRCOG is granted a non-exclusive and perpetual license for any Documents & Data the sub-contractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by WRCOG. WRCOG shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at WRCOG's sole risk.

3.5.3.2 Intellectual Property. In addition, WRCOG shall have and retain all right, title, and interest (including copyright, patent, trade secret, and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

WRCOG shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by WRCOG, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of WRCOG.

Consultant shall also be responsible to obtain in writing separate written assignments from any sub-contractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

WRCOG further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of WRCOG, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use WRCOG's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of WRCOG.

3.5.3.4 Infringement Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by WRCOG of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Cooperation: Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith.

or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.5.10 WRCOG's Right to Employ Other Consultants. WRCOG reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of WRCOG. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction: References: Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-contractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its Directors, officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment: Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third-party

beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity: Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, WRCOG shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, Director, officer, official, agent volunteer, or employee of WRCOG, during the term of his or her service with WRCOG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any sub-contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of any of WRCOG's Minority Business Enterprise Program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of WRCOG. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement as of the date first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: _____
Dr. Kurt Wilson

Executive Director

THE ECOHERO SHOW

By: Brett Edwards

Title: CEO

APPROVED AS TO FORM:

By: [Signature]

General Counsel
Best Best & Krieger LLP

ATTEST:

By: _____

Its: _____

*A corporation requires the signatures of two corporate officers.

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

EXHIBIT “A” SCOPE OF SERVICES

ECO Approach and Understanding of the Scope of Work Plan

We (EcoHero) believe monumental change begins with youth and combined our passions for hip-hop and sustainability to create The EcoHero Show. Since 2015, Mr. Eco and his EcoHero sidekicks have performed for schools around the globe, with the philosophy that every kid can change the world! Through our program, we introduce students to sustainability issues and how they can get involved. Performers teach dances or call & responses to each of their music videos. Between songs, various topics are discussed through storytelling & trivia to illustrate how students can have an impact on their ecosystem at home and at school.

Our Whole School Assemblies are 40 minutes long and developed for students in K – 6th grades. These are presented either virtually or in person. We will reach schools based on their preference this upcoming school year as there are still many uncertainties. Our Classroom Presentations are 40 minutes long and developed for students in 2nd – 5th grades. These are presented virtually by streaming directly into individual classes.

Following our presentations, we distribute post-show curriculum to all teachers to make it easy for them to continue teaching about these topics after the shows are complete. We also conduct surveys to receive immediate feedback from students, teachers, and assembly coordinators. The results of these surveys, as well as any testimonials received, will be included in the Impact Report sent to WRCOG staff.

Our program will accomplish the following:

- " Reinforce and create a sustainable culture at schools
- " Education on used motor oil & filter recycling
- " Education on hazards to watershed & natural environments
- " Promote personal behavior change to adopt at school and home
- " Inspire EcoHero leaders for their life

We only charge for the performances after they are fully completed. So if we are unable to book the amount of schools originally agreed upon, you can then reallocate those funds to other projects. We provide booking updates throughout the year so you can plan accordingly.

EXHIBIT “B” SCHEDULE OF SERVICES

Outreach and Education Matrix:

" **Pre-Outreach Stage: November 13 - December 30**

- # We (EcoHero) will meet with WRCOG Staff to obtain direction on messaging preferences, presentation goals, and any restrictions imposed by funding sources.
- # We will create a custom show that adheres to these guidelines while also incorporating WRCOG priorities. Materials, such as presentation slides, videos, handouts and activities, will be sent to the WRCOG for pre-approval before presenting to the schools.
- # We will consult with WRCOG Staff regarding a list of any performances or schools that should receive priority scheduling.

Key Staff: Monique Figueiredo & Brett Edwards

" **Outreach Stage: January 1 - June 15**

- # We will create and maintain a database of schools (and community school groups, if desired) via Salesforce. This will be used to organize school data and track outreach progress, such as: school name, school address, key contacts, contact phone number, contact email address, outreach dates, outreach types, and outreach notes.
- # We will send an introduction email to all eligible schools in all member jurisdictions with presentation information and details on how to schedule a show via email and Calendly.
- # We will send four targeted emails to the school contact over the course of 3 weeks with information and updates on newly available dates.
- # We will follow up with regular calls to the schools we have not heard back from until the target number of schools are scheduled for the contract period.
- # We will document interaction with schools (calls, emails, etc) via Salesforce.
- # Presentations will be scheduled on a first-come, first-served basis, until all spots allowed by budgetary limitations are filled.
- # We will notify WRCOG Staff via email of presentations scheduled and budgeted funds allocated, which are tracked in a shared Google Sheet document. Staff are welcome to attend presentations in whichever format they are being offered (virtually or in-person).
- # We will perform pre-approved content at eligible schools on their scheduled day. We will manage all presentation materials, from powerpoint slides to technology, to ensure an engaging, smooth performance can be given.
- # **Key Staff:** Andreea Botea, Monique Figueiredo, & Performers

" **Post-Outreach Stage: June 15 - June 30**

- # We will distribute ongoing learning materials to teachers, which includes in-class curriculum on the topics taught.
- # We will distribute surveys at the end of the performance and compile responses received.

Exhibit “A”

- # We will provide the WRCOG with an Impact Report, which includes a summary of services completed, including metrics for number of students reached, testimonials, and survey responses.
- # **Key Staff:** Andreea Botea & Monique Figueiredo

" **Outreach** and **Post-Outreach Stages** will repeat the following school year until contract terminates or all available presentation slots are filled based on allocated budget amount

EXHIBIT "C"

COMPENSATION BILLING RATES

Detailed and Itemized Pricing

We (EcoHero) reach communities using the three methods below, while remaining within the allotted budget provided. We always prioritize In-Person Whole School Assemblies during the outreach process. Our Classroom Presentations serve as an alternative source of both education and outreach, and are a critical option for ensuring messaging reaches students. The pricing listed below covers all costs related to booking and performing at schools, including: staff salary, mileage, lodging, insurance, reporting, etc.

- " **In-Person Whole School Assemblies:** \$1,200 per school
- " **Live-Streaming Whole School Assemblies:** \$900 per school
- " **Live-Streaming Classroom Presentations:** \$300 per class
- * \$150 per hour if any original creation materials are needed.

We only charge for the performances after they are fully completed. So if we are unable to book the amount of performances originally agreed upon, you can then reallocate those funds to other aspects of this project. We provide booking updates throughout the year so you can plan accordingly.

For a budget of \$20,000, we could provide the following number of performances per school year:

- " Up to **16** In-Person Whole School Assemblies
- " Up to **22** Live-Streaming Whole School Assemblies
- " Up to **66** Live-Streaming Classroom Presentations
- " *Or a mix of above offerings, not to exceed allocated yearly budget*



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: I-REN Workforce Education & Training Sector - Professional Services Agreements for On-Call Workforce Service

Contact: Tyler Masters, Program Manager, tmasters@wrcog.us, (951) 405-6732

Date: February 14, 2024

Recommended Action(s):

1. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and The Energy Coalition for support to I-REN with workforce assessment and working group implementation and facilitation services in an amount not-to-exceed \$175,000, for a term through June 30, 2026, with options for one-year extensions through 2027.
2. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and the Riverside Community College District for support to I-REN with workforce assessment, working group implementation and facilitation services, and other support services in an amount not-to-exceed \$100,000, for a term through June 30, 2026, with options for one-year extensions through 2027.
3. Authorize the Executive Director to execute a new On-Call Professional Services Agreement between WRCOG and the Chino Valley Chamber of Commerce for support to I-REN with workforce assessment, working group implementation and facilitation services, and other support services in an amount not-to-exceed \$195,000, for a term through June 30, 2026, with options for one-year extensions through 2027.

Summary:

This item was originally scheduled to be considered at the February 5, 2024, WRCOG Executive Committee

In April 2023, the Inland Regional Energy Network (I-REN) Executive Committee approved the Fiscal Year 2023/2024 Agency Budget, allocating approximately \$2.51M for the Workforce Education & Training (WE&T) Sector, which includes various energy and training programs. The budget left approximately \$440,000 unallocated for future programs to be implemented at the Committee's discretion. In October 2023, the need for consultant expertise in the I-REN (WE&T) was presented, leading to a Request for Proposals released in November 2023. After receiving and evaluating five proposals, the I-REN Executive Committee recommended contracts with The Energy Coalition, the Riverside Community College District, and the Chino Valley Chamber of Commerce to support various workforce tasks.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #6 (Develop and implement programs that support resilience for our region) and Goal #4 (Communicate proactively about the role and activities of the Council or Governments).

Discussion:

Background

In November 2021, the California Public Utilities Commission (CPUC) approved the I-REN Business Plan with a budget of \$65M for program years 2022 - 2027. The I-REN Business Plan included multiple goals across three program sectors (Public Sector, Codes & Standards, and Workforce Education & Training (WET)) that were developed based on input from stakeholders within Riverside and San Bernardino Counties since 2019.

One of these program sectors identified within I-REN service territory is WE&T. The total budget for the WE&T Sector through 2027 is \$15.1M. The goal of this Sector is to ensure there is a trained workforce to support and realize energy efficiency savings goals across all sectors.

Present Situation

On September 18, 2023, I-REN's WE&T Sector launched its first program, the I-REN Energy Fellowship. During the development of the I-REN Fellowship, I-REN staff continued to assess other WE&T Sector program initiatives (i.e., energy certification, and workforce training programs). As part of this informal assessment, staff met with over 30 local organizations (and developed relationships with various educational institutions,), workforce organizations, and community-based organizations specialized in supporting job paths in energy fields. One key takeaway from these meetings is that there are many deep and impactful workforce programs in the Inland Empire; however, due to the specific nature of various workforce programs most focus either on 1) engaging students, 2) training the current workforce, or 3) connecting recently trained students to employers, but there are few programs that connect one of these important components of the job pathway process to the next.

The various components of the WE&T Sector and job pathways connections are technical in nature. It is important to engage and connect interested job seekers to the training resources to help upskill and further develop into their careers and provide the expertise and knowledge specific to meet the demands of employers within both Riverside and San Bernardino Counties. Staff believes it will be useful for the long-term growth and development of the WE&T Sector programs to solicit a workforce subject matter expert / consultant to provide I-REN with the following services:

1. Task 1 - Develop a workforce market assessment (including but not limited to the analysis of current K-12, community colleges, Career Technical Education, universities, apprenticeships, pre-apprenticeships, trade and union program opportunities) - estimated \$75,000 one-time contract amount.
2. Task 2 - Implement and facilitate focus group discussions, working group roundtables, and event participation and facilitation - estimated \$50,000 budget annually.
3. Task 3 - Other support services including but not limited to utilize market assessment to develop scopes of work for future RFPs or general program administration - estimated \$20,000 for on-call support.

I-REN released RFP No. 23-05, I-REN Workforce, Education, and Training Program Support Services On-Call, on November 1, 2023. Responses to the RFP were due on November 29, 2023. WRCOG received the following number of responses for the respective tasks:

- Five submittals for Task 1 - Workforce Market Assessment
- Five submittals for Task 2 - Focus / Working groups organization and facilitation.
- Four submittals for Task 3 - Other workforce support services

The proposal evaluation committee, which consisted of WRCOG, CVAG, and SBCOG staff, reviewed the technical approaches proposed, qualifications of the firms, as well as the experience of the proposed project team within I-REN territory and its member agencies. WRCOG values experience in the subregion from consultants as the I-REN subregion faces unique and historical challenges. WRCOG utilizes on-call contracts to create a bench of qualified consultants that can support programs on a specific and task-by-task basis. The purpose of this on-call consultant bench is to provide assistance as quickly as possible and perform the assistance in an efficient manner. Consultants with experience in the subregion and familiarity with member agency staff can achieve this. In this structure, services will not be performed until authorized by a fully executed Task Order. The evaluation committee recommends placing consultants listed below on its On-Call Planning consultant bench, based on the respective task:

- Task 1: Workforce Market Assessment
 - The Energy Coalition
 - Riverside Community College District
 - Chino Valley Chamber of Commerce
- Task 2: Meetings and Working Group Facilitation
 - The Energy Coalition
 - Riverside Community College District
 - Chino Valley Chamber of Commerce
- Task 3: Other I-REN Workforce Support Services
 - Riverside Community College District
 - Chino Valley Chamber of Commerce

On-Call Professional Service Agreements are established with specific language stating that specific work is authorized through a task work order process, and that WRCOG, as I-RENs contract administrator, is under no obligation to provide the funding as set in the On-Call Agreement until a task order is issued. As an On-Call Agreement, these contracts do not create an obligation that work will be assigned but rather set a maximum limit for work to be authorized. In the case that the need for this work does not arise, WRCOG is under no obligation to provide this funding to these professional service providers.

On January 16, 2024, the I-REN Executive Committee recommended that WRCOG, as the lead administrative agency, authorize WRCOG's Executive Director to execute the contract(s).

Prior Action(s):

January 16, 2024: The I-REN Executive Committee recommended that the WRCOG Executive Committee authorize the WRCOG Executive Director to execute new On-Call Professional Services

Agreements between WRCOG and 1) The Energy Coalition for support to I-REN with workforce assessment and working group implementation and facilitation services in an amount not-to-exceed \$175,000, for a term through June 30, 2026, with options for one-year extensions through 2027, 2) the Riverside Community College District for support to I-REN with workforce assessment, working group implementation and facilitation services, and other support services in an amount not-to-exceed \$195,000, for a term through June 30, 2026, with options for one-year extensions through 2027; and 3) the Chino Valley Chamber of Commerce for support to I-REN with workforce assessment, working group implementation and facilitation services, and other support services in an amount not-to-exceed \$195,000, for a term through June 30, 2026, with options for one-year extensions through 2027.

Financial Summary:

Activities related to the WE&T Sector are included under the I-REN Budget in Fund 180, under the Workforce Education & Training subprogram. The total not-to-exceed amount of \$195,000 is for the entire contract, with anticipated Task Orders issued for each of the identified scopes of work.

Attachment(s):

[Attachment 1 - The Energy Coalition IREN Workforce On-Call Agreement](#)

[Attachment 2 - RCCD IREN Workforce On-Call Agreement](#)

[Attachment 3 - Chino Valley Chamber of Commerce IREN Workforce On-Call Agreement](#)

Attachment 1

Professional Services Agreement for on-call services for I-REN workforce, education and training program support with The Energy Coalition

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN WORKFORCE, EDUCATION AND TRAINING PROGRAM SUPPORT
CONTRACT NUMBER 2024-67-2080-003**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20____, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and **The Energy Coalition (TEC), 501(c)3 nonprofit** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain on-call professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing on-call energy workforce assessment, working/focus group and event facilitation, and other related support services, is licensed in the State of California, and is familiar with the plans of WRCOG and I-REN.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services on an on-call basis. Services shall be authorized by task order(s) to be issued pursuant to this Agreement for future projects (each project shall be designated a "Project" as set forth in this Agreement). These Projects provide assistance to the various jurisdictions and Inland Regional Energy Network's member agencies of WRCOG, Coachella Valley Associated Governments (CVAG) and San Bernardino Council of Governments (SBCOG) and made possible through WRCOG's I-REN funding.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply I-REN regional energy workforce assessment, working/focus group facilitation, and other workforce related support services ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from February 5, 2024 to June

30, 2026, unless earlier terminated as provided herein. WRCOG shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of WRCOG and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, and within the term of this Agreement. Consultant shall meet any other established schedules and deadlines set forth in each individual Task Order issued by WRCOG. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of WRCOG.

3.2.4 Substitution of Key Personnel. Consultant has represented to WRCOG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of WRCOG. In the event that WRCOG and Consultant cannot agree as to the substitution of key personnel, WRCOG shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to WRCOG, or who are determined by the WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the WRCOG. The key personnel for performance of this Agreement are as follows:

3.2.5 WRCOG's Representative. WRCOG hereby designates Director of Energy & Environmental Programs, or his or her designee, to act as its representative for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept

direction or orders from any person other than WRCOG's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates : **Meaghan Lavery, Director of Marketing, Education & Outreach** or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures, and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with WRCOG staff in the performance of Services and shall be available to WRCOG's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, and sub-contractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense, and without reimbursement from WRCOG, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to WRCOG, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and/or regulations, and without giving written notice to WRCOG, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to WRCOG that it has secured all insurance required under this section, in a form and with insurance companies acceptable to WRCOG. In addition, Consultant shall not allow any sub-contractor to commence

work on any subcontract until it has provided evidence satisfactory to WRCOG that the sub-contractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub-contractors. Consultant shall also require all of its sub-contractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement / location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by WRCOG to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury / Advertising Injury; (3) Premises / Operations Liability; (4) Products / Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or

provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give WRCOG, its Directors, officials, officers, employees, volunteers and agents insured status using ISO endorsement forms 20 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from WRCOG's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its Directors, officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its Directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its Directors, officials, officers, employees, volunteers and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement

may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG (if agreed to in a written contract or agreement) before WRCOG's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella / excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by WRCOG, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by WRCOG will be promptly reimbursed by Consultant or WRCOG will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither WRCOG nor any of its Directors, officials, officers, employees, volunteers, or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its Directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing

payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to WRCOG.

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Sub-consultant Insurance Requirements. Consultant shall not allow any sub-contractors or sub-consultants to commence work on any sub-contract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such sub-contractors or sub-consultants shall be endorsed to name WRCOG as an additional insured using ISO Form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular sub-contractors or sub-consultants.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit" C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **One-Hundred Seventy-Five Thousand Dollars (\$175,000)** without written approval of WRCOG, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address;

Agreement number **2024-67-2080-003**, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by WRCOG.

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of WRCOG during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. WRCOG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG,

and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: The Energy Coalition
525 Technology Drive Ste 350,
Irvine CA 92618 Direct phone: 949-732-1061
Attn: Meaghan Laverty

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Casey Dailey

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for WRCOG to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all sub-contractors to agree in writing that WRCOG is granted a non-exclusive and perpetual license for any Documents & Data the sub-contractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by WRCOG. WRCOG shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at WRCOG's sole risk.

3.5.3.2 Intellectual Property. In addition, WRCOG shall have and retain all right, title, and interest (including copyright, patent, trade secret, and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

WRCOG shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by WRCOG, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of WRCOG.

Consultant shall also be responsible to obtain in writing separate written assignments from any sub-contractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

WRCOG further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of WRCOG, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use WRCOG's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of WRCOG.

3.5.3.4 Infringement Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by WRCOG of

the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.5.10 WRCOG's Right to Employ Other Consultants. WRCOG reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of WRCOG. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-contractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its Directors, officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, WRCOG shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, Director, officer, official, agent volunteer, or employee of WRCOG, during the term of his or her service with WRCOG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any sub-contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of any of WRCOG's Minority Business Enterprise Program, Affirmative Action Plan, or other related programs or guidelines.

currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of WRCOG. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement as of the date first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: _____
Dr. Kurt Wilson

Title: Executive Director

THE ENERGY COALITION

By: _____
Craig Perkins

Title: President & Executive Director

APPROVED AS TO FORM:

ATTEST:

By: _____
Its General Counsel
Best Best & Krieger LLP

By: _____

*A corporation requires the signatures of two corporate officers.

One signature shall be that of the Chairman of Board, the President or any Vice President, and

the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

EXHIBIT “A”

SCOPE OF SERVICES

Task 1: Develop a Workforce Market Assessment

TEC will develop a market assessment that will include a gap analysis to assess local workforce and training needs and recommendations on what to include in I-REN’s WE&T program service territory. This deliverable will be developed in close coordination with I-REN staff, program implementers, and other consultants while aligning with and supporting the I-REN’s Energy Efficiency Business Plan (I-REN BP).

If awarded, TEC will conduct a kick-off meeting with the I-REN WE&T co-leads and the I-REN team within two weeks of final contract execution. From there, TEC will begin collecting data and drafting a workforce and training assessment that includes analyses of:

- Local and regional Inland Empire K-12 educational institutions and community colleges
- City, county, chamber of commerce, career and technical education (CTE) providers
- Center for employment training, universities, apprenticeships, pre-apprenticeships, community-based organization and nonprofits, energy utilities (municipal utilities, Southern California Edison and Southern California Gas Company), trades, unions, and other industry stakeholders’ program opportunities
- Regional employers working on energy efficiency projects.

The workforce training assessment will examine the workforce training marketplace and analyze gaps in San Bernardino and Riverside Counties to assess the training opportunities available in the region and provide recommendations on energy efficiency certifications, training, and collaborations that I-REN could offer to supplement and enhance existing initiatives. The workforce and training market assessment will be a comprehensive assessment of the available training opportunities within the region, the quality of the training content available, how and where the training sessions are offered, how effective and accessible the training sessions are for participants, and if there are any gaps within the available training landscape. The goals are: to develop a clear map of the workforce and training landscape, to create a robust network of training programs, and to identify gaps in training to increase regional capacity and knowledge related to energy efficiency.

The workforce training assessment will align with the tactics identified in the WE&T section of the I-REN Business Plan, including the items outlined in the sections below.

Stakeholders

TEC will conduct market research to create a comprehensive list of organizations currently providing structured training in the region and to identify employers or organizations that provide on-the-job training outside of traditional classroom training programs. To determine the key industry stakeholders and available training, TEC will use information from the I-REN Business Plan, leverage existing regional partnerships, and connect with educational institutions such as K-12 schools, community colleges, universities, and career and technical education (CTE) providers. We will also connect with industry-specific training providers, apprenticeship programs, local contractors, and community-based organizations that offer workforce development programs, including America’s Job Centers of California’s (AJCC) San Bernardino

and Riverside offices. To ensure a comprehensive list of the available training, we will reference online government sources, including the Employment Development Department from the State of California, CalJobs, and the U.S. Bureau of Statistics. Building a network of relevant stakeholders will be the foundation for a comprehensive workforce and training market assessment.

TEC will work with local employers with energy efficiency projects to determine the industry skills and certifications needed for (new-hires) entry-level positions and skills or certifications gaps necessary for upskilling the existing workforce to meet the regional employment needs. To ensure successful outcomes for workers after completing a training program, the assessment will also identify the barriers for new workers entering the workforce and potential pathways to secure high-road jobs. We will identify the types of support they may need, including assistance with job placement, career counseling, connections to employers, continued skill development opportunities, and access to resources for professional growth and advancement.

To collect appropriate quantitative data on stakeholders' regional workforce and training needs, TEC will design and conduct a series of surveys, which may include online surveys, phone interviews, in-person interviews, and data collected from the focus groups in task 2. The information collected may include:

- **New Hires:** inquires about the specific skills, knowledge, and certifications employers seek for new hires. This will help us identify gaps in the current training offerings and focus on developing programs that align with employers' demand for new hires.
- **Upskilling Existing Staff:** inquires on the training needs of employers when it comes to upskilling their existing workforce. This may involve identifying areas where additional training or advanced certifications are required to enhance employees' skill sets and meet evolving industry demands.
- **Training Content:** understand the relevance of training topics or certifications needed from local employers. This will support the analysis of whether or not currently available training addresses the specific skills and competencies employers in the region seek from potential employees.

Training Content

In evaluating the content topics and certifications covered in training currently available, TEC will create a comprehensive market assessment of whether the available training is appropriate for meeting the needs of local employers for current and future energy efficiency projects in Riverside and San Bernardino counties. TEC will directly engage with local employers to gather feedback and input on the regionally available training topics. This feedback will allow us to analyze the topics covered in the current training programs to assess their relevance to the needs of local employers. To accurately assess the training, TEC would use information informed from the stakeholder engagement, I-REN program staff, and other industry experts to establish criteria for assessing the training content. The assessment will determine if the content covered in training is appropriate to meet the current skill and certifications demand from local employers and projected industry employment needs. This will also help identify training gaps or areas where improvements or additional training may be needed to effectively meet the workforce's needs.

TEC will also conduct research from secondary data sources obtained in collaboration with stakeholders to evaluate the requirements of the region's current and future demand energy efficiency projects. This additional analysis will support the data collected and identify the skills

Exhibit "A"

and qualifications needed for workers to successfully participate in and sustain energy projects. By comparing the data collected from stakeholders and the requirements of the topics covered in the current training, TEC can determine if there is alignment or recommend additional training to ensure the supply of a skilled workforce is adequately prepared for future energy efficiency projects.

To understand how regional green jobs are classified and whether the workers are receiving the appropriate green job training, TEC will carefully review how job classifications are identified as green jobs within the region and what training is offered. In the assessment, TEC will evaluate whether the training content appropriately aligns with the skills and knowledge needed to be considered green jobs. This part of the assessment is intended to identify gaps or discrepancies and incorporate appropriate green training into our programs.

TEC is uniquely qualified to develop a market workforce and training assessment and evaluate the regional training content. TEC brings over 45 years of experience delivering successful energy education and career readiness programs, a well-established statewide network of educational institutions and community partners, a strong understanding of the unique needs of underserved communities, and a reputation for delivering innovative programs and results.

Workforce Training Access and Equity

To fully evaluate the training landscape, TEC believes it is essential to understand the barriers and accessibility, specifically by assessing the training modalities offered, the geographic location of training, and the demographics of those who can participate in the activity. The market workforce and training assessment will identify and create a database of the regionally available training based on the training cost, accessibility, and the following modalities:

- In-person: Training conducted through traditional classroom settings or physical training centers.
- Online: Virtual training programs accessible remotely through digital platforms.
- Hybrid: A combination of in-person and online training, offering flexibility and convenience.
- On-demand: Training modules or resources available for individuals to access at their convenience.

For in-person and hybrid training opportunities, we will identify locations within the region where training is offered. With this information, we will create a map to analyze the accessibility of training centers or institutions and evaluate the distance participants travel to access in-person and hybrid training opportunities. We will assess the prevalence of each modality in the region's training offerings and identify any gaps or opportunities for improvement.

The workforce and training market assessment will analyze the demographics and extent to which underserved communities, disadvantaged communities (DACs), tribes, and other marginalized groups are able to access training opportunities. This will include identifying existing strengths in current offerings that cater to priority communities. Also, the assessment will identify challenges or barriers that prevent these communities from participating and will provide recommendations for future I-REN support to reduce these barriers.

By recognizing barriers, we can recommend implementation strategies to overcome them and promote greater access to training opportunities for all. Potential barriers that workers may face

Exhibit "A"

in accessing training services may include:

- **Financial barriers:** Limited or competing financial resources, creating barriers such as training cost, childcare, or transportation
- **Lack of information:** Lack of awareness or knowledge about available training opportunities or career pathways
- **Availability:** Limited availability of training programs in certain locations or during specific periods
- **Language or cultural barriers:** Inadequate language support or cultural relevance in training offerings
- **Other:** Other barriers that will come up during the research phase.

Metrics and Market Needs

In the workforce and training assessment, TEC will analyze metrics that are currently being tracked in the region and identify additional metrics that are essential to ensure that training is effective. To fully understand if training content is effective, the report will identify metrics that indicate job placement outcomes and access to high road jobs. Some of the key metrics may include:

- Participant satisfaction and feedback
- Knowledge retention and application of learned skills
- Training completion rate
- Improved performance or outcomes
- Return on investment (ROI)
- (Un)employment rate after completing training
- Average time to secure employment after completing training
- Employment retention and promotional rates

TEC staff will research current regional programs and market needs to ensure the market assessment clearly captures current and future workforce needs. During this research, TEC will identify which regional program will be offered by Investor Owned Utilities (IOUs) and Portfolio Administrators (PA), identifying the specific worker skills and certifications required to complete the regional goals. TEC will also determine if there are opportunities for I-REN to connect directly with active or planned programs to recommend enhancements to the training for workers to meet regional gaps. Finally, TEC will establish a baseline assessment of established pathways for workers within the energy-efficiency sector and identify gaps and opportunities for growth. To accomplish this, TEC will coordinate with I-REN, implementers, and consultants as appropriate to assess WE&T needs across the I-REN portfolio.

Partnership Engagement

In line with the goals stated in the I-REN Business Plan Tactic 2.2.1, TEC will work with existing local partnerships and work to build new partnerships with local organizations to establish a local definition of a green workforce. A local partnership network would help I-REN gain valuable insight into the existing workforce landscape and understand each organization's role within the green workforce. Further, this network will help to create new or solidifying existing connections between stakeholders, and to create an environment for stakeholders to cultivate a collective vision for the Inland Empire's green workforce.

During this exercise, we explore various questions and themes, including:

- What are the advanced energy and energy efficiency jobs in the region?
- How do job seekers find these jobs?
- Do these jobs lead to career advancement?
- What are the organizations supporting job seekers and where do they operate?
- What support services are in demand?
- What skills and trades do employers look for in hiring for these positions?
- Which skills are lacking in the current market?

Assessment Results and Recommendations

TEC will create a comprehensive compilation of research, surveys, and participant data collected in cooperation with stakeholders to inform program planning and EM&V. Based on our assessment's findings, TEC will develop a workforce assessment report and outreach plan including strategies, recommendations, activity list, calendar, goals, targets, and data collection and reporting, that will provide guidance on energy efficiency certifications, training, and collaborations that I-REN could offer to supplement and enhance existing initiatives. TEC will also schedule and present at least two presentations to the I-REN Executive Committee showcasing the findings and recommendations.

Anticipated deliverables:

- Kick-off meeting agenda and notes
- Market assessment outreach plan and meeting schedule (including at least two presentations to I-REN Executive Committee)⁶
- Market assessment
 - Gap analysis
 - Needs assessment
- Based on needs assessment, develop a workforce assessment report including strategies, recommendations, activity list, calendar, goals and targets, and data collection and reporting.

Task 2: Working/Focus Group Organizations and Facilitation

TEC will lead the organization, recruitment, planning, and facilitation of energy efficiency events, focus group discussions, and working group roundtables to identify opportunities for industry and local workforce partners to network and connect in support of I-REN WE&T program recommendations. By building these connections, TEC will provide I-REN with a solid understanding of the workforce landscape, increase collaboration between industry and workforce development organizations, and support the development of energy-efficiency job pathways. This deliverable will be developed in close collaboration with I-REN staff, program implementers, and other consultants while aligning with and supporting the I-REN's Energy Efficiency Business Plan (I-REN BP) Tactic 2.2.3.

Identifying Participants

Identifying a diverse and representative sample of energy-related employers and job seekers for the focus group is essential to collecting meaningful industry data. TEC has nearly 50 years of

experience delivering proven marketing, outreach, and community engagement strategies across California. Furthermore, TEC has a strong track record of building lasting partnerships and has a large network of organizations in the energy efficiency, educational institutions, and workforce development industries. This experience will enable us to successfully identify, recruit, and engage with diverse focus group participants.

TEC will conduct an industry audit of the regional employers working on energy-related projects to identify participants for the focus group. The audit will include both large and small employers and ensure diverse representation across the energy workforce industry, including representatives from education, local government, workforce organizations, trades, unions, employers, CBOs, and other relevant service providers; this audit will also inform task 1. To recruit focus group participants, TEC will harness existing regional partnerships and work directly with I-REN to connect with existing partners. TEC will also conduct outreach through email, social media, local community events, and word-of-mouth connections to ensure a diverse representation of local employers.

To identify energy-related job seekers, TEC will use a variety of communication channels to reach potential participants where they are. Outreach strategies may include email, social media, community bulletin boards, online job boards, career exhibitor events, local organizations, local universities and community colleges, trade and vocational schools, unions, training programs, online job search platforms, and word of mouth. TEC will personalize outreach materials and communication depending on the modality to increase the participation rate. TEC will also evaluate and adapt marketing strategies to ensure communication effectiveness.

TEC will coordinate with I-REN member agency staff to develop an audience selection criteria that will ensure a diverse and representative focus group. Using this criteria will help to prevent selection bias and create an accurate regional representation to best achieve goals stated in the I-REN Business plan. To encourage sustained participation and engagement, TEC will provide participants with incentives, such as gift cards or prizes, for virtual and in-person participation. Furthermore, for any in-person events, appropriate food and beverage refreshments will be provided to all participants.

TEC is experienced in recruiting and building lasting partnerships with public agencies, school districts, education partners, and post-secondary institutions, and has developed proven strategies for participant engagement and recruitment across California. TEC has direct experience in recruitment for events, job placement, and programs. TEC has proven workforce recruitment strategies, as demonstrated by the success of the California Climate Action Corps program, where we recruited employers and job seekers, filling over 400 vacant positions with an average 5:1 application ratio. TEC has direct experience recruiting for, designing, and facilitating focus groups to inform our high school and CTE program offerings under the Energy is Everything TK-12 education program. To remain successful in recruitment efforts and meet the needs of our target community, we continually collect and analyze data on our marketing and outreach strategies.

Focus Group Structure

TEC staff will facilitate two structured focus groups with the following audience focus: 1) participants from the energy workforce industry employers, and 2) current energy-related job seekers. The objectives are to determine a strategy to develop green energy pathways and to understand training needs in the Inland Empire. TEC will work in coordination with I-REN

Exhibit "A"

member agency staff to conduct the focus groups.

TEC will develop and facilitate structured focus groups of 6 to 10 people led through an open discussion by a skilled moderator. The group size is important, as it needs to be large enough to generate rich discussion but not so large that some participants are left out. The goal of the focus group will be to maximize the ideas and opinions shared from as many different people as possible in the time allotted. The focus groups will last 45-90 minutes and will meet virtually or in person, depending on the audience's availability and needs. Each focus group session will be structured around a set of predetermined open-ended questions, with a total of 8-10 questions per session. The questions will be framed in three categories:

1. **Engagement questions:** introduction questions to make participants feel comfortable with the discussion topic and more open to sharing their ideas.
2. **Exploration questions:** questions intended to prompt participants to dive deeper into the topic and share relevant and influential points.
3. **Exit question:** ending question to provide an opportunity for participants to share anything that was missed in the discussion.

The questions will be developed in coordination with I-REN member agency staff to ensure objectives are met. Focus group discussions are intended to be free-flowing and prompt natural conversation. Ideally, the focus group environment will be welcoming so participants feel comfortable providing comments that will stimulate and influence the thinking and sharing of others.

A TEC moderator and an assistant moderator will facilitate the focus groups. The trained moderator will facilitate the discussion, and the assistant will take notes and provide technical support. To ensure an ethical focus group environment, the moderator will establish a clear informed agenda and consent process. This will assure confidentiality and establish ground rules within the group setting. Focus group sessions may be recorded with prior participant consent, and all recorded information will be kept confidential unless there is explicit consent to share identifying information.

Working Group Roundtables

TEC will facilitate structured virtual or in-person working group discussions on a monthly (or bi-monthly) basis that will include stakeholders from different fields related to the energy workforce industry, including from education, local government, workforce organizations, trades, unions, employers, CBOs and other service providers. The working group will provide opportunities for stakeholders to share knowledge, collaborate, and address challenges and opportunities in the energy workforce industry. The working group agenda will cover the following topics: regional training, employment barriers, industry needs, workforce landscape, certification requirements, and energy job pathways. The purpose of these working groups will be to create a network, increase industry engagement, understand the workforce's needs and landscape, and build new collaboration within the region. Further, these working group discussions may inform workforce and training assessment in Task 1.

TEC will work closely with community partners and employers to gather information and insights about their workforce's requirements, skills, certifications, and preferred competencies. We will conduct thorough research, including interviews, discussions, and surveys, to identify the traits and qualifications that make a candidate desirable in the energy-efficiency workforce. Based on all the data collected, we will develop detailed profiles of sample job seekers that showcase the desired skills, experience, training, and education. These profiles serve as valuable resources

Exhibit "A"

for bridging the gap between job-seekers and employers; by establishing detailed example profiles, we support the recruitment process and contribute to the region's energy workforce's success and growth.

Data Collection and Methodology

TEC will maintain rigorous protocols for data collection, evaluation, and reporting. We follow verification protocols for all focus groups, roundtables, event participation, and communications activities. TEC will develop a comprehensive database that captures relevant information about focus groups, roundtables, events, and communication activities. This database may include information such as participant lists, event details, key discussions or outcomes, and any relevant metrics or feedback collected. TEC staff will conduct regular data audits to maintain quality and analyze information.

Quantitative: TEC will collect quantitative data, such as registration rate, attendance, participant engagement, satisfaction surveys, and other relevant data.

Qualitative: TEC will create a qualitative summary report of the findings from discussions and identify key topics, interpret and synthesize the communication data, identifying the key themes and patterns, and present the findings and recommendations in a clear and compelling way. TEC will utilize in-house experts to develop, deliver, and analyze surveys, question responses, and evaluations.

TEC will schedule biweekly meetings with I-REN staff for task coordination and to provide project status updates. These meetings will have a structured agenda and notes, and will regularly report on progress toward goals and targets. TEC will utilize data to adapt approaches as needed to improve progress and engagement.

Developing Industry Connections

TEC will coordinate directly with I-REN program staff and key stakeholders to identify and develop energy-related events. Whether it is collaborating with community partners, engaging industry experts, or providing strategic guidance, our expertise will ensure that these events align with I-REN's goals and mission. Through Tasks 1 and 2, TEC will create a vast network of partnerships within the region and will be uniquely positioned to support events and new connections.

As needed, TEC will provide event planning expertise to support I-REN with WE&T energy-related events, such as invitation-only mixers or industry job fairs open to the public. These event concepts will create a conducive environment for networking, allowing participants to engage in meaningful conversations and establish valuable connections. We not only provide event concept development, but also comprehensive administrative support for event coordination and development. Our team has logistical experience, such as securing venues, managing registrations, and coordinating with event staff. With TEC's expertise and experience with event planning and coordination, I-REN can trust that events will run smoothly and provide maximum networking opportunities for participants. The events' goal will be to contribute to the overall success of our workforce development initiatives and the growth of the energy sector in the region.

Anticipated deliverables include:

- Focus group creation and facilitation for employer and job seeker groups

Exhibit "A"

- Working group roundtable creation and facilitation
- Documentation and tracking of WE&T community group activities to measure performance
- Meeting agendas and meeting notes
- I-REN energy WE&T-related event coordination, facilitation, and participation
- Event concepts which could include targeted invitation only mixers with a small crowd or industry job fairs that are open to the public.
- Support for I-REN's energy-related events on an as needed basis

EXHIBIT "B"

SAMPLE TASK ORDER FORM

Task Order No.

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$, .00

Completion Date:

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

City of

[INSERT NAME OF CONSULTANT]

Dated: _____

Dated: _____

By: _____

By: _____

**EXHIBIT “C”
COMPENSATION**

Task 1: Develop a Workforce Market Assessment				
Timeline	Task	Staff	Hours	Cost
January 2024	Kick-off meeting with I-REN	Director, Program Manager, Project Manager	7	\$1,555
February 2023 - March 2024	Conduct workforce and training market assessment research and administer workforce surveys.	Program Manager, Project Manager, and Project Coordinator	352	\$46,850
October 2023 - February 2024	Analyze data and research to develop a Market Assessment reporting including a gap analysis and needs assessment.	Program Manager, Project Manager, and Project Coordinator	169	\$23,205
February 2025 - March 2025	Present Market Assessment to I-REN and Relevant stakeholders	Director, Program Manager, Project Manager	22	\$3,390
		Total	550	\$75,000

Task 2: Working/Focus Group Organizations and Facilitation				
Timeline	Task	Staff	Hours	Cost
January 2024 - March 2024	Working and Focus Group Recruitment	Program Manager, Project Manager, and Project Coordinator	94	\$13,115
March 2024 - March 2025	Focus Group Creation and Facilitation for employer and job seeker groups	Program Manager, Project Manager, and Project Coordinator	252	\$33,333
March 2024 - March 2025	Working group roundtable creation and facilitation	Program Manager, Project Manager, and Project Coordinator	152	\$22,222
As needed	I-REN event support and building industry network connections	Program Manager, Project Manager, and Project Coordinator	84	\$11,330
Ongoing	Project costs could include presentation materials, handouts, participant incentives, travel, and reporting.	Project Costs		\$20,000
		Totals	582	\$100,000

BILLING RATES

Title	2024 Hourly Rate
Vice President	\$280/hour
Director	\$230/hour
Program Manager	\$190/hour
Project Manager	\$155/hour
Sr. Project Coordinator	\$120/hour
Project Coordinator	\$95/hour
Project Accountant	\$120/hour

Attachment 2

Professional Services Agreement for on-call services for I-REN workforce, education and training program support with Riverside Community College District

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

**PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN WORKFORCE, EDUCATION AND TRAINING PROGRAM SUPPORT
CONTRACT NUMBER 2024-67-2080-001**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2024, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and **Riverside Community College District (RCCD) on behalf of Inland Empire/Desert Regional Consortium (IEDRC), an Educational Partnership** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain on-call professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing on-call energy workforce assessment, working/focus group and event facilitation, and other related support services and is familiar with the plans of WRCOG and I-REN.

2.2 Project.

WRCOG desires to engage Consultant to render such professional services on an on-call basis. Services shall be authorized by task order(s) to be issued pursuant to this Agreement for future projects (each project shall be designated a "Project" as set forth in this Agreement). These Projects provide assistance to the various jurisdictions and Inland Regional Energy Network's member agencies of WRCOG, Coachella Valley Associated Governments (CVAG) and San Bernardino Council of Governments (SBCOG) and made possible through WRCOG's I-REN funding.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply I-REN regional energy workforce assessment, working/focus group facilitation, and other workforce related support services ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated

herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from February 5, 2024 to June 30, 2026, unless earlier terminated as provided herein. WRCOG shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of WRCOG and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, and within the term of this Agreement. Consultant shall meet any other established schedules and deadlines set forth in each individual Task Order issued by WRCOG. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of WRCOG.

3.2.4 Substitution of Key Personnel. Consultant has represented to WRCOG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of WRCOG. In the event that WRCOG and Consultant cannot agree as to the substitution of key personnel, WRCOG shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to WRCOG, or who are determined by the WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the WRCOG. The key personnel for performance of this Agreement are as follows:

3.2.5 WRCOG's Representative. WRCOG hereby designates Casey Dailey,

Director of Energy & Environmental Programs, or his or her designee, to act as its representative for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Lori Sanchez, IEDRC Director of Strategic Partnerships, or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures, and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with WRCOG staff in the performance of Services and shall be available to WRCOG's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, and sub-contractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense, and without reimbursement from WRCOG, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to WRCOG, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and/or regulations, and without giving written notice to WRCOG, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to WRCOG that it has secured all insurance required under this section, in a form and with insurance companies acceptable to WRCOG. In addition, Consultant shall not allow any sub-contractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the sub-contractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub-contractors. Consultant shall also require all of its sub-contractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement / location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by WRCOG to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury / Advertising Injury; (3) Premises / Operations Liability; (4) Products / Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX)

exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give WRCOG, its Directors, officials, officers, employees, volunteers and agents insured status using ISO endorsement forms 20 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from WRCOG's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its Directors, officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its Directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its Directors, officials, officers, employees, volunteers and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits

of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG (if agreed to in a written contract or agreement) before WRCOG's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella / excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by WRCOG, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by WRCOG will be promptly reimbursed by Consultant or WRCOG will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither WRCOG nor any of its Directors, officials, officers, employees, volunteers, or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its Directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any

deductibles or self-insured retentions must be declared to and approved by WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to WRCOG.

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Sub-consultant Insurance Requirements. Consultant shall not allow any sub-contractors or sub-consultants to commence work on any sub-contract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such sub-contractors or sub-consultants shall be endorsed to name WRCOG as an additional insured using ISO Form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular sub-contractors or sub-consultants.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **One-Hundred Thousand Dollars (\$100,000)** without written approval of WRCOG, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number **2024-67-2080-001**, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by WRCOG.

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of WRCOG during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. WRCOG may, by written notice to

Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant: Riverside Community College District
3801 Market St.
Riverside, CA 92501
Attn: Lori Sanchez, Inland Empire Desert Region Consortium**

**WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Casey Dailey**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for WRCOG to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all sub-contractors to agree in writing that WRCOG is granted a non-exclusive and perpetual license for any Documents & Data the sub-contractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data

which were prepared by design professionals other than Consultant or provided to Consultant by WRCOG. WRCOG shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at WRCOG's sole risk.

3.5.3.2 Intellectual Property. In addition, WRCOG shall have and retain all right, title, and interest (including copyright, patent, trade secret, and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

WRCOG shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by WRCOG, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of WRCOG.

Consultant shall also be responsible to obtain in writing separate written assignments from any sub-contractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

WRCOG further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of WRCOG, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use WRCOG's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of WRCOG.

3.5.3.4 Infringement Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by WRCOG of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.5.10 WRCOG's Right to Employ Other Consultants. WRCOG reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of WRCOG. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-contractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its Directors, officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, WRCOG shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, Director, officer, official, agent volunteer, or employee of WRCOG, during the term of his or her service with WRCOG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any sub-contractor, employee, or

applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of any of WRCOG's Minority Business Enterprise Program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of WRCOG. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement as of the date first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

RIVERSIDE COMMUNITY COLLEGE
DISTRICT

By: _____
Dr. Kurt Wilson

By: _____
Wolde-Ab Isaac, Ph.D.

Title: Executive Director

Title: Chancellor

APPROVED AS TO FORM:

ATTEST:

By: _____
Its General Counsel
Best Best & Krieger LLP

By: _____

*A corporation requires the signatures of two corporate officers.

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

EXHIBIT “A”

Task: Working/Focus Group Organizations and Facilitation

James Morante will be the principal contact for Task and more specifically, Tactic 2.2.3. Lori Sanchez will assist by providing regional context on the direction of workforce education and training in Riverside and San Bernardino counties, especially within the energy sector. Audrey Childers will utilize project management tools to monitor and control project quality, budget, schedule, and risk. Team communication will be frequent and fluid. James will facilitate stakeholder convenings. Audrey will convene meetings and maintain a central database of project information.

Project quality, budget, schedule, risk, and communication.

Baseline budget and schedule are provided. Project quality will be measured in terms of achievement of Task 2 deliverables. Audrey will maintain a risk register to manage and control risk during the project period. Formal and informal communication among team members will occur frequently via virtual meetings, shared documents, electronic communication, phone calls, and in-person consultation. Communication with stakeholders and I-REN will occur as described below in the list of activities.

Tactic 2.2.3. Facilitate identifying opportunities for building companies and local workforce partners to network and connect.

For Tactic 2.2.3, the team will facilitate convenings of key stakeholders in industry, education, and community-based organizations. Discussions will begin with establishment of a baseline of general energy knowledge and barriers to adoption. Convenings will continue with energy engagement and development of energy efficiency job pathways. James will facilitate discussions, focus groups, roundtables, and regularly-scheduled meetings of local stakeholders in the community, reinforcing pathways from schools into jobs in the energy efficiency workforce, and encouraging connections between industry and workforce development organizations.

The flow of targeted benefits to targeted organizations and diversity organizations is achieved through community engagement leveraging existing comprehensive workforce ecosystems inclusive of employers, education and training organizations, and community-based organizations. James Morante employs a distinct engagement approach, rather than traditional outreach. James believes that engagement must be a meaningful two-way conversation that accounts for a disadvantaged community’s individual and collective history, perceptions, opinions, and successes and failures. James contends true inclusion requires ongoing community “coproduction” of solutions to policy issues and project direction. Community engagement thus becomes the process of working collaboratively with a diverse group of stakeholders to address issues affecting their well-being. It involves sharing information, building relationships and partnerships, and involving stakeholders in planning and making decisions with the goal of improving the outcomes of policies and programs

With the structure put in place by IEDRC over decades of collaborative work among workforce, community, and educational partners, the project team is uniquely positioned to engage relevant stakeholders and maximize outcomes from workforce education and training (WE&T) efforts in the energy sector. In this project, all team members will purposefully apply their expertise to

facilitate energy engagement, help partners to develop pathways into energy efficiency jobs, and establish and nurture connections between industry and workforce development. Additional information about the team's approach to completing Task and Tactic 2.2.3 is provided below.

Approach to completing Task and Tactic 2.2.3.

James Morante will be responsible for activities including but not limited to:

- Identify key energy related employers and job seekers in the I-REN to participate in focus groups.
- Facilitate discussion at monthly (or bi-monthly) working groups that will include stakeholders from different fields related to the energy workforce industry including but not limited to: education, local government, workforce organizations, trades, unions, employers, CBOs and other service providers.
- Organize focus groups and facilitate discussion with employer and job seeker groups. The objectives of the focus groups will be to establish a baseline of knowledge, examine real and potential barriers, and determine a strategy to develop a green energy pathway in the Inland Empire. The focus groups will be conducted in coordination with I-REN member agency staff, program implementers, and other consultants.
- Track focus groups, roundtables, and event participation and communications activities and report on progress towards goals and targets. Adapt approaches as needed to improve progress.
- Facilitate identifying opportunities for building companies and local workforce stakeholders to network and connect.
- Conduct regular, biweekly meetings with I-REN staff to provide status updates.
- Work with community partners and employers to establish detailed example profiles of job seekers that a company would be seeking to hire.

Focus groups, facilitated discussions, roundtables, and working groups, and other events will be designed to obtain a deeper understanding of the diverse populations within Riverside and San Bernardino County communities and unearth unique motivational and structural barriers, awareness gaps, and marketing and communication preferences required in order to ultimately craft more relevant strategies connecting people to energy education/training programs and employment opportunities. These candid forums both accelerate authentic organizational relationships and result in more impactful outreach resonating more effectively with disadvantaged communities. Forum participants will be composed of regional supply and demand community partners as defined below under "Task Stakeholder Groups."

In their interactions with employers and educational providers, James (primarily) and the other project team members (secondarily) will listen and learn about labor market opportunities and available pathways. In their interactions with students and job seekers, James and the other project team members will listen and learn about unique structural and motivational barriers to each population and effective strategies for reaching job seekers. Stakeholder input will inform targeted, local and distinct community college marketing/outreach strategies connecting awareness, programs and employers. If indicated by stakeholder input, the team will develop unique, local and customized relevant collateral material (to be also translated into Spanish) for attracting targeted communities and populations to utility/energy industry careers. These efforts will enable workforce development providers to more effectively respond to industry needs.

Exhibit "A"

Task deliverables

Focus group creation and facilitation for employer and job seeker groups.

- Working group roundtable creation and facilitation.
- Documentation and tracking of WE&T community group activities to measure performance.
- Meeting agendas and meeting notes.
- I-REN Energy WE&T related event coordination, facilitation, and participation.
- Develop event concepts which could include targeted invitation only mixers with a small crowd, or industry job fairs that are open to the public.
- Support I-REN in the development of energy related events on an as needed basis.

Task Stakeholder Groups

1. Regional energy workforce ecosystem stakeholders including but not limited to:
 - Workforce Development Boards
 - State, County, and City government partners, for example:
 - Employment Development Department (EDD)
 - Department of Rehabilitation
 - California Energy Commission
 - California Air Resources Board (CARB)
 - California Division of Apprenticeship Standards (DAS)
 - America's Job Centers of California (AJCCs)
 - City and county economic development departments
 - Labor organizations
 - Trade associations
 - Community-based organizations focused on historically underserved populations
 - Energy industry representatives
 - Industry associations
2. Education and Training partners, including but not limited to:
 - Community colleges
 - K12 institutions, especially those with energy pathways
 - 4-year colleges and universities
 - Veterans Centers on college campuses
 - Pre-apprenticeship and Apprenticeship programs
 - Adult education providers
3. Chambers of Commerce, including but not limited to:
 - Antelope Valley Hispanic Chamber of Commerce
 - Asian Business Association Inland Empire
 - Black Chamber of Commerce of Inland Empire
 - Greater Corona Hispanic Chamber of Commerce
 - Greater Riverside Hispanic Chamber of Commerce
 - Moreno Valley Hispanic Chamber of Commerce
 - Ontario Hispanic Chamber of Commerce
 - Riverside County Black Chamber of Commerce

EXHIBIT "B"

SAMPLE TASK ORDER FORM

Task Order No. _____

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$_____,_____.00

Completion Date: _____

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

City of _____

[INSERT NAME OF CONSULTANT]

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT “C”**COMPENSATION****Sequential Activities and Estimated Hours and Budget for Task**

Task: Working / Focus Group Organization and Facilitation				
	Dates	Description	Est. # of hours	Cost
	Jan-Feb 2024	Identify key energy related employers and job seekers	20	\$2,500
	Mar 2024-Dec 2025	Facilitate working groups	100	\$12,500
	Jan-Jul 2024	Organize focus groups and facilitate discussion	100	\$12,500
	Jan 2024-Dec 2025	Track activities; report progress; adapt approaches as needed to improve progress.	40	\$5,000
	Mar 2024-Dec 2025	Facilitate opportunities for companies and workforce to network and connect.	100	\$12,500
	Feb 2024-Dec 2025	Conduct regular meetings with I-REN to provide status updates.	72	\$9,000
	Oct 2025	Establish profiles of desirable job candidates	48	\$6,000
	Jan 2024 – Dec 2025	House contracts, process invoices, provide any printed materials needed for Task.	32	\$4,000
	Jan 2024 – Dec 2025	Project management: Monitor quality, schedule, budget, and risk; convene meetings; maintain project database.	288	\$36,000
	Jan 2024 – Dec 2025	Lead project: Arrange IEDRC staff assistance as needed; contribute contact information; provide guidance and direction.		In-kind
Total – Task			800	\$100,000

BILLING RATES

Name	Title	Hourly Rate
James Morante	Prime Consultant	\$125/hour
Dr. Audrey Childers	Sub Consultant	\$125/hour
Lori Sanchez	Director of Strategic Partnerships	\$0/hour

DETAILED AND ITEMIZED PRICING

Expenditure Type	Year	Description	Funds Amount
Prime Consultant, James Morante	2024	Engage and recruit stakeholders, communicate regularly with I-REN • 116 hours @ \$125 / hour • Group implementation and facilitation	\$14,500
Sub Consultant, Dr. Audrey Childers	2024	Project Management • 96 hours @ \$125 / hour	\$12,000
Administrative Support	2024	To include printing, mailing, purchasing services, accounts receivable/payable, and associated facility costs charged at 4.03121%% of direct costs	\$1,068
Year 1 Subtotal			\$27,568
Prime Consultant, James Morante	2025	Engage stakeholders, nurture and develop relationships, facilitate convenings, make presentations, communicate regularly with I-REN • 365 hours @ \$125 / hour	\$45,625
Sub Consultant, Dr. Audrey Childers	2025	Project Management • 192 hours @ \$125 / hour	\$24,000
Administrative Support	2025	To include printing, mailing, purchasing services, accounts receivable/payable, and associated facility costs charged at 4.03121% of direct costs	\$2,807
Year 2 Subtotal			\$72,432
TOTAL			\$100,000

Attachment 3

Professional Services Agreement for on-call services for I-REN workforce, education and training program support with Chino Valley Chamber of Commerce

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT
FOR ON-CALL SERVICES
FOR I-REN WORKFORCE, EDUCATION AND TRAINING PROGRAM SUPPORT
CONTRACT NUMBER 2024-67-2080-002**

1. PARTIES AND DATE.

This Agreement is made and entered into this 16 day of January, 2024, by and between the Western Riverside Council of Governments, a California public agency ("WRCOG"), and the **Chino Valley Chamber of Commerce, a 501(c)(6) non-profit organization** ("Consultant"). WRCOG and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1. Consultant.

Consultant desires to perform and assume responsibility for the provision of certain on-call professional services required by WRCOG on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing on-call energy workforce assessment, working/focus group and event facilitation, and other related support services, is licensed in the State of California, and is familiar with the plans of WRCOG and I-REN.

2.2. Project.

WRCOG desires to engage Consultant to render such professional services on an on-call basis. Services shall be authorized by task order(s) to be issued pursuant to this Agreement for future projects (each project shall be designated a "Project" as set forth in this Agreement). These Projects provide assistance to the various jurisdictions and Inland Regional Energy Network's member agencies of WRCOG, Coachella Valley Associated Governments (CVAG) and San Bernardino Council of Governments (SBCOG) and made possible through WRCOG's I-REN funding.

3. TERMS.

3.1. Scope of Services and Term.

3.1.1. General Scope of Services. Consultant promises and agrees to furnish to WRCOG all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply I-REN regional energy workforce assessment, working/focus group facilitation, and other workforce related support services ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG's Executive Committee. The Services shall be more particularly described in the individual Task Order issued by WRCOG or its designee. No services shall be performed unless authorized by a fully executed Task Order in the form attached hereto as Exhibit "B." All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2. Term. The term of this Agreement shall be from February 5, 2024 to June

30, 2026, unless earlier terminated as provided herein. WRCOG shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2. Responsibilities of Consultant.

3.2.1. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of WRCOG and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2. Schedule of Services. Consultant shall perform the Services expeditiously, and within the term of this Agreement. Consultant shall meet any other established schedules and deadlines set forth in each individual Task Order issued by WRCOG. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, WRCOG shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3. Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of WRCOG.

3.2.4. Substitution of Key Personnel. Consultant has represented to WRCOG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of WRCOG. In the event that WRCOG and Consultant cannot agree as to the substitution of key personnel, WRCOG shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to WRCOG, or who are determined by the WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the WRCOG. The key personnel for performance of this Agreement are as follows:

3.2.5. WRCOG's Representative. WRCOG hereby designates Director of Energy & Environmental Programs, or his or her designee, to act as its representative

for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG's Representative or his or her designee.

3.2.6. Consultant's Representative. Consultant hereby designates **Zeb Welborn, Chief Executive Officer/President**, or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures, and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7. Coordination of Services. Consultant agrees to work closely with WRCOG staff in the performance of Services and shall be available to WRCOG's staff, consultants, and other staff at all reasonable times.

3.2.8. Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub- contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees, and sub-contractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense, and without reimbursement from WRCOG, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to WRCOG, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and/or regulations, and without giving written notice to WRCOG, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10. Insurance.

3.2.10.1. Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to

WRCOG that it has secured all insurance required under this section, in a form and with insurance companies acceptable to WRCOG. In addition, Consultant shall not allow any sub-contractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the sub-contractor has secured all insurance required under this section.

3.2.10.2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub-contractors. Consultant shall also require all of its sub-contractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement / location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3. Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors, or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.2.10.4. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by WRCOG to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury / Advertising Injury; (3) Premises / Operations Liability; (4) Products / Completed

Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give WRCOG, its Directors, officials, officers, employees, volunteers and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from WRCOG's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its Directors, officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its Directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its Directors, officials, officers, employees,

volunteers and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG (if agreed to in a written contract or agreement) before WRCOG's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella / excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by WRCOG, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by WRCOG will be promptly reimbursed by Consultant or WRCOG will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(vi) Neither WRCOG nor any of its Directors, officials, officers, employees, volunteers, or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.5. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its Directors, officials, officers,

employees, agents, and volunteers.

3.2.10.6. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its Directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to WRCOG.

3.2.10.8. Verification of Coverage. Consultant shall furnish WRCOG with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9. Sub-consultant Insurance Requirements. Consultant shall not allow any sub-contractors or sub-consultants to commence work on any sub-contract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such sub-contractors or sub-consultants shall be endorsed to name WRCOG as an additional insured using ISO Form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular sub-contractors or sub-consultants.

3.2.11. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3. Fees and Payments.

3.3.1. Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates

set forth in Exhibit" C" attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to each Task Order shall be set forth in the relevant Task Order. The total compensation for all Task Orders issued hereunder shall not exceed **One-Hundred Ninety-Five Thousand Dollars (\$195,000)** without written approval of WRCOG, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2. Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall contain the invoice number and date; remittance address; Agreement number **2024-67-2080-002**, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3. Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by WRCOG.

3.3.4. Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

3.3.5. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4. Accounting Records.

3.4.1. Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of WRCOG during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5. General Provisions.

3.5.1. Termination of Agreement.

3.5.1.1. Grounds for Termination. WRCOG may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2. Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Chino Valley Chamber of Commerce
13150 7th St.
Chino, CA, 91710
Attn: Zeb Welborn

WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Casey Dailey

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3. Ownership of Materials and Confidentiality.

3.5.3.1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for WRCOG to copy, use, modify, reuse, or sub-license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all sub-contractors to

agree in writing that WRCOG is granted a non-exclusive and perpetual license for any Documents & Data the sub-contractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by WRCOG. WRCOG shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at WRCOG's sole risk.

3.5.3.2. Intellectual Property. In addition, WRCOG shall have and retain all right, title, and interest (including copyright, patent, trade secret, and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

WRCOG shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by WRCOG, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of WRCOG.

Consultant shall also be responsible to obtain in writing separate written assignments from any sub-contractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the WRCOG.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

WRCOG further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.5.3.3. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of WRCOG, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use WRCOG's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the

Project in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of WRCOG.

3.5.3.4. Infringement Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by WRCOG of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4. Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

3.5.5. Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6. Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG and its Directors, officials, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.5.10. WRCOG's Right to Employ Other Consultants. WRCOG reserves the right to employ other consultants in connection with this Project.

3.5.11. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12. Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of WRCOG. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and sub-contractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its Directors, officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

3.5.17. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, WRCOG shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, Director, officer, official, agent volunteer, or employee of WRCOG, during the term of his or her service with WRCOG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any sub-contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of any of WRCOG's Minority Business Enterprise Program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6. Subcontracting.

3.6.1. Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of WRCOG. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

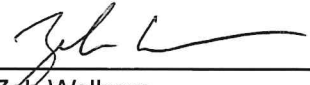
IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement as of the date first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: _____
Dr. Kurt Wilson

Title: Executive Director

CHINO VALLEY CHAMBER OF
COMMERCE

By: 
Zeb Welborn

Title: Chief Executive Officer/President

APPROVED AS TO FORM:

ATTEST:

By: _____
Its General Counsel
Best Best & Krieger LLP

By: _____

*A corporation requires the signatures of two corporate officers.

One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

EXHIBIT “A”

SCOPE OF SERVICES

Year 1: Workforce Market Assessment

1. I-REN Energy Workforce, Education and Training Kick-Off Meeting Objective: February 2024, introduce key stakeholders, from County of San Bernardino Economic Development, Inland Empire Growth Opportunity (IEGO), Southern California Edison and other prominent stakeholders to gather and define project goals, establish communication channels, and assign responsibilities for building a strong green workforce in the Inland Empire.

Agenda:

- Presentation of project objectives, roles clarification, timeline discussion, and initial goal setting and surveys.
- Assessment of existing energy education workforce programs and training opportunities for Riverside and San Bernardino Counties.
- Assessment and identify exciting job opportunities and workforce needs in energy efficiency sectors.
- Determine the training and/or certifications needed to secure energy efficiency sector careers.

Notes: Detailed documentation of discussions, action items, and identified priorities.

2. Workforce Market Assessment Outreach Plan and Meeting Schedule: The designated team will conduct a comprehensive market assessment to evaluate the workforce needs within the local regional area. This assessment will focus on aligning tactics identified in the Workforce, Education, and Training (WE&T) program with objectives related to stakeholders, training, modalities, geography, equity, access, and program and market needs. Additionally, it will examine the training marketplace and establish connections to define an Inland Empire green workforce.

Objective:

The primary goal is to conduct a thorough examination of the training marketplace, aligning WE&T program tactics with various objectives concerning stakeholders, training content, modalities, geography, equity, access, and program and market needs. Furthermore, the assessment will convene and engage partners and organizations to establish an Inland Empire green workforce.

3. Outreach Plan:

Utilization of Chamber Networks: Leveraging existing Chamber networks, affiliations, and partnerships to access stakeholders within the energy sector.

Digital Marketing Strategy: Implementing targeted digital marketing campaigns across online platforms and social media channels to maximize outreach.

Direct Communication Initiatives: Initiating personalized communication efforts such as emails, newsletters, in depth phone interviews, and direct outreach to key industry contacts.

4. Meeting Schedule:

Stakeholder Identification: Compiling a list of key stakeholders, educational institutions, training providers, governmental bodies, industry representatives, and utility companies within the energy sector including:

- K-12 educational districts
- Community colleges
- City and County representatives
- Workforce Development Boards
- Chambers of Commerce in the region
- Career and Technical Education (CTE) providers
- Center for Employment Training
- Universities
- Apprenticeship programs
- Community-based organizations
- Southern California Edison
- Southern Gas Company

Introductory Meetings: Planning and scheduling introductory meetings with identified stakeholders and training providers. These meetings will serve as forums to present project objectives, gather insights and collect survey data into available training opportunities focusing on content, modalities, metrics, geography, equity, access, and alignment with program and market needs that will identify educational, program, and policy gaps in response data.

Assessment of Training Opportunities: Conducting in-depth assessments and discussions with training providers and stakeholders to understand the breadth and depth of available training opportunities within the energy sector. Focus areas include stakeholder engagement, content relevance, accessibility, geographic coverage, equity considerations, and alignment with market needs.

5. Market Assessment (Gap Analysis and Needs Assessment):

Objective: Analyze the energy sector's workforce gaps and needs to align with I-REN program objectives.

Gap Analysis: Identify skill gaps and employment opportunities within the clean energy economy.

Needs Assessment: Evaluate education and training needs for workforce development in the energy sector.

Year 2 Scope of Plan:

Compile findings from market assessments into a comprehensive report and create a comprehensive effective working group with stakeholders focusing on building energy career pathways in the Inland Empire region.

Strategies and Recommendations:

Formulate strategies to bridge identified gaps and recommendations for workforce development programs.

Activity List and Calendar:

Develop a detailed activity list and calendar for the implementation of workforce development initiatives.

Goals and Targets:

Establish clear goals and targets for the Chino Valley Chamber of Commerce's contribution to the I-REN WE&T program. Set measurable targets for job placements, training programs, and community engagement initiatives.

Data Collection and Reporting:

Implement robust data collection methods to track program effectiveness and impact. Generate regular reports detailing progress, challenges, and achievements of implemented programs.

Ongoing Activities:

Roundtables and Focus Groups:

Continue conducting monthly roundtables and focus groups, focusing on energy sector workforce development with diverse strategic stakeholders.

Partnership Strengthening:

Strengthen existing partnerships and cultivate new collaborations within the energy efficiency landscape.

Resources and Collaboration:

Utilization of Chamber Resources:

Engage Chamber staff and resources for effective program implementation. Foster collaboration with San Bernardino County Workforce Development Board and local businesses for resource-sharing and program development.

EXHIBIT "B"

SAMPLE TASK ORDER FORM

Task Order No. _____

Agreement: [INSERT TITLE OF AGREEMENT]

Consultant: [INSERT NAME OF CONSULTANT]

The Consultant is hereby authorized to perform the following services subject to the provisions of the Agreement identified above:

List any attachments: (Please provide if any.)

Dollar Amount of Task Order: Not to exceed \$_____, _____.00

Completion Date: _____

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

City of _____

[INSERT NAME OF CONSULTANT]

Dated: _____

Dated: _____

By: _____

By: _____

EXHIBIT "C"
COMPENSATION

Budget

Task 1: Workforce Market Assessment = \$75,000

Task 1	Description	Costs
Initial Preparation	Utilization of Chamber and Partner Networks -Digital Marketing Outreach Strategy -Direct Communication Initiatives	\$14,000
Kick of Meeting	- Identifying Partners - Physical and Online Surveys - Collaboration with stakeholders - Assessment of training opportunities - Catering - Travel Expenses - Venue Rental - Equipment Rental	\$20,000
Assessment Plan	-Strategies, recommendations, activity calendar, goals and targets, data collection, and reporting - More than 2 presentations - Venue Rental -Catering	\$14,000
Assessment Implementation	- Needs Assessment - Phone Interview -Gap Analysis	\$14,000
Materials	Workforce Market Assessment Handouts and Printed Materials	\$5,000
Reporting	Data Collection Tools, Software and Report Compilation and Analysis	\$8,000
Total		\$75,000

Task 2: Group Implementation and Facilitation = \$100,000

Task 2	Description:	Costs:
Participation Focus Groups	-Bi-monthly/monthly meetings -Identify gaps and make recommendations to working groups -Catering -Facilitating -Program Development - Marketing and Communications	\$30,000
Working group roundtables	-Develop green energy pathways in the Inland Empire -Develop activity list and calendar -Strengthen partnerships and cultivate collaborations -Catering -Identify energy related employers and job seekers -Program Development -Marketing and Communications	\$30,000
Resources	Materials, Supplies, Technology, and Tools	\$15,000
Reporting	-Constant tracking for progress towards goals and targets. - Comprehensive Reporting -Track participation for roundtables, focus groups, and events	\$25,000
Total Task 2		\$100,000

Task 3	Description:	Cost
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Other Supportive Services	Develop scopes for additional WE&T Services General Program Administration Internal Communication Assisting with reporting elements Partnership/Collaboration Reporting	\$20,000
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Task 1: Workforce Market Assessment	\$75,000
Task 2: Working/ Focus Group Organizations and Facilitation	\$100,000
Task 3: Supportive Services for Task 1 and 2	\$20,000
Total	\$195,000

BILLING RATES

Name	Title	Hourly Rate
Zeb Welborn	CEO/President	\$100/hour
Renay Mehta	Director of Workforce Development	\$90/hour
Lupe Hurst	Director of Events Executive Assistant	\$80/hour
Julia Cabrera	Community Engagement Director	\$75/hour
Josie De Vera	Marketing Director	\$70/hour



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: 33rd Annual General Assembly & Leadership Address Community Service Award Nominations

Contact: Bonnie Woodrome, Communications and External Affairs Manager,
bwoodrome@wrcog.us, (951) 405-6752

Date: February 14, 2024

Recommended Action(s):

1. Review and/or amend Community Service Award guidelines.
 2. Direct the Executive Director to open the nomination period, effective February 15, 2024.
-

Summary:

Each year WRCOG recognizes community members who have made extraordinary contributions to the region by presenting them with Community Service Awards. This year's awardees will be recognized at the 33rd Annual General Assembly & Leadership Address on June 20, 2024. The Administration & Finance Committee is being asked to review and/or amend the guidelines and timelines for the nominating process.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an opportunity for WRCOG to recognize community members from the WRCOG region who have made extraordinary contributions to their efforts in their communities. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments and its members).

Discussion:

Background

WRCOG's Community Service Awards highlight community members that have gone above and beyond their respective roles and responsibilities to support Western Riverside County. The awardees are selected by the Executive Committee after receiving a recommendation from the Administration & Finance (A&F) Committee in its role as the nominating body for the Community Service Awards.

Throughout the nominating period, WRCOG member agency representatives are asked to nominate individuals or groups for the award. The A&F Committee evaluates the nominations and makes a recommendation to the Executive Committee for final action. The nominating period is scheduled to

open on February 15, 2024, with a recommendation from the A&F Committee on March 13, 2024, and the final action by the Executive Committee on April 1, 2024. The awardees will then be honored at WRCOG's Annual General Assembly & Leadership Address on June 20, 2024.

The process for award nomination and selection includes the following:

1. WRCOG staff notifies member agencies' elected officials and staff that the nomination period is open.
2. Applications are submitted to WRCOG.
3. Staff compiles a list of nominations.
4. Staff presents all submitted nominations to the A&F Committee for review and discussion.
5. The A&F Committee provides a recommendation to the Executive Committee for award recipients.
6. The Executive Committee approves award recipients.
7. Award recipients are honored at the General Assembly & Leadership Address.

The list below outlines the approved Community Service Award selection guidelines for this year's nomination process:

1. Recipient exhibits exemplary volunteerism.
2. Recipient is not a current public elected official.
3. Recipient is not currently employed by a WRCOG member agency.
4. There are two award categories: individual and group.
5. There is a 200-word narrative limit and each entry is allowed up to 5 single page supporting documents.

The nomination period will close at 5:00 pm on Friday, March 8, 2024. All applications received by the deadline will be provided to Committee members prior to the meeting, and will also be presented during the presentation; however, the Committee retains the right to consider any nomination regardless of timing.

Prior Action(s):

February 6, 2023: The Executive Committee approved the Community Service Award selection current guidelines shared in this report.

Financial Summary:

The selection process has no fiscal impact to WRCOG. Winners receive gifts and video production opportunities whose cost is paid by the WRCOG Supporting Foundation, which has an approved budget for General Assembly activities for Fiscal Year 2023/2024.

Attachment(s):

None.



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: TUMF Nexus Study Activities Update
Contact: Chris Gray, Deputy Executive Director, cgray@wrcog.us, (951) 405-6710
Date: February 14, 2024

Recommended Action(s):

1. Receive and file.
-

Summary:

The TUMF Nexus Study draws a connection between the needs of the Program and the TUMF Program Fee Schedule. This Nexus Study identifies projects requiring mitigation from new development, determines what the cost of those projects will be, and what fees need to be assessed to fund these projects. Analysis through transportation modeling work has determined a list of projects eligible for mitigation. While this list of projects has been finalized, there are a limited number of outstanding issues which need to be addressed prior to finalizing the Nexus Study.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to provide an update on the draft TUMF Nexus Study. This effort aligns with WRCOG's 2022-2027 Strategic Plan Goal #5 (Develop projects and programs that improve infrastructure and sustainable development in our subregion).

Discussion:

Background

At its October 4, 2021, meeting, the Executive Committee gave direction for staff to begin work on a TUMF Nexus Study update. The TUMF Nexus Study draws a connection between the needs of the Program and the TUMF Program Fee Schedule. This Nexus Study identifies projects requiring mitigation from new development, determines what the cost of those projects will be, and which fees need to be assessed to fund these projects. TUMF Nexus Study updates have occurred on a regular basis with updates done in 2005, 2009, 2011, and 2017.

The key reasons for a Nexus Study update include the following:

- It is considered a best practice to update on a regular basis
- Underlying growth forecasts have changed since the last update

- Travel behavior has changed, particularly viewed in light of COVID-19
- The project list has changed, with past projects completed and new projects identified
- Opportunity to add new project types, such as ITS infrastructure

Present Situation

WRCOG has regularly met with member agencies to review the underlying data related to the Nexus Study. That has included:

- Review of Jurisdictional requests: WRCOG staff solicited requests to member agencies regarding projects they wished to add to the Nexus Study. A summary of those requests and WRCOG's responses are provided as Attachment 1.
- Project Costs: WRCOG performed a review of the project costs involved in all eligible work for TUMF mitigation. These costs determine the overall Program cost which would in turn determine the appropriate fee for mitigation. This review determined that the increases for many of the cost elements were 100% or higher, particularly for construction and right-of-way costs.
- Obligated Funding Review: WRCOG performed a review of all non-TUMF funding that has already been allocated to projects on the TUMF Network. Deducting these previously obligated funds establishes a true Program cost for TUMF. This funding could include federal and state funding, grants, Community Facilities Districts, or other sources.

WRCOG staff will provide updated estimates of the changes in the fee resulting from updates to this information and provide other background information related to the Nexus Study and prior Executive Committee actions regarding the implementation of those studies.

Prior Action(s):

February 8, 2024: The Public Works Committee received and filed.

December 14, 2023: The Public Works Committee received and filed.

October 12, 2023: The Public Works Committee received and filed.

August 10, 2023: The Public Works Committee received and filed.

June 8, 2023: The Public Works Committee received and filed.

April 13, 2023: The Public Works Committee approved the updated TUMF Nexus Study Roadway Network.

July 11, 2022: The Executive Committee received and filed.

March 17, 2022: The Technical Advisory Committee received and filed.

March 10, 2022: The Public Works Committee received and filed.

October 4, 2021: The Executive Committee gave direction to 1) begin work on a TUMF Nexus Study update; 2) update the TUMF Administrative Plan to expand the TUMF-eligible project list to include

Intelligent Transportation Systems projects; 3) work with the Riverside County Transportation Commission and Riverside Transit Agency to evaluate options to mitigate VMT impacts from new development outside of the TUMF Nexus Study update; and 4) begin work on an update of the Analysis of Development Impact Fees in Western Riverside County.

Financial Summary:

Funding for TUMF activities is included in the Fiscal Year 2023/2024 budget under the TUMF Program (1148) in the General Fund (110). 4% of all TUMF collections are allocated for administrative purposes.

Attachment(s):

[Attachment 1 - Local Comments on Nexus Study](#)

Attachment

Local Comments on Nexus Study Project

2023 TUMF Nexus Study Update - Network Addition Requests

Northwest Zone

City/ County	Street Name	From	To	Recommendation
Eastvale	Hellman	River Road	Walter	Add to network for continuity and mitigate future v/c deficiency
Eastvale	Hellman	Schleisman	Walter	Add to network for continuity and mitigate future v/c deficiency
Eastvale	Hellman	Cucamonga Creek	bridge	Add to network for continuity and mitigate future v/c deficiency
Eastvale	River Rd	Archibald	Hellman	Add to network for continuity and mitigate future v/c deficiency
Eastvale	Limonite ITS	city wide		Add to network for deficient links with no capacity increase
Eastvale	Hamner ITS	city wide		Add to networks for deficient links with no capacity increase
Eastvale	Schliesman ITS	city wide		Add to networks for deficient links with no capacity increase
Eastvale	Archibald ITS	city wide		Add to networks for deficient links with no capacity increase
Eastvale	Limonite	Cucamonga Creek	bridge	Bridge length increased to 500'
Riverside	3rd	Chicago	Iowa	Do not add - no V/C deficiency and interchange overcrossing reconstructed to 4 lanes in 2006-2007
Riverside	La Sierra ITS	SR-91	Victoria	Remove from network - no capacity for widening
Riverside	La Sierra ITS	SR-91	Victoria	Add to network for deficient links with no capacity increase
Riverside	Madison	SR-91	Victoria	Remove from network - no capacity for widening
Riverside	Madison ITS	SR-91	Victoria	Add to network for deficient links with no capacity increase
Riverside	University ITS	Market St	Canyon Crest	Add to network for deficient links with no capacity increase
Riverside	Tyler ITS	California Ave	Indiana Ave	Do not add - no V/C deficiency
Riverside	Alessandro Blvd ITS	Fairview Ave	Meridian	Add to network for deficient links with no capacity increase
County	Markham St	Mockingbird Canyon	Wood Rd	Do not add - no regional connectivity or V/C deficiency

Central Zone

City/ County	Street Name	From	To	Recommendation
Menifee	Garbani	Haun	Antelope	Do not add - no future v/c deficiency
Menifee	Garbani	I-215	interchange	Add to network to mitigate future v/c deficiency
Menifee	Garbani	I-215	Menifee	Do not add - no future v/c deficiency
Menifee	Garbani	Menifee	Briggs	Do not add - no future v/c deficiency

Menifee	Holland	City Limits (West)	Murrieta	Do not add - no future v/c deficiency
Menifee	Holland	Murrieta	Bradley	Add to network for continuity and mitigate future v/c deficiency
Menifee	Holland	Bradley	Haun	Add to network for continuity and mitigate future v/c deficiency
Menifee	Holland	Antelope	Muenifee	Add to network for continuity and mitigate future v/c deficiency
Menifee	Scott	Haun	Menifee	Already on TUMF Network
Menifee	Scott	Menifee	Briggs	Already on TUMF Network
Menifee	Scott	Sunset	Murrieta	Already on TUMF Network
Menifee	Briggs	Simpson	Angler	Already on TUMF Network
Menifee	Briggs	Salt Creek	bridge	Already on TUMF Network
Menifee	McCall	Aspel	Menifee	Keep at 2-4 lanes, no future deficiency to mitigate to 6 lanes
Perris	Ethanac	Bridge	San Jacinto River	Already on TUMF Network
Moreno Valley	Redlands	SR-60	interchange	Do not add - no future v/c deficiency, already under reimbursement agreement
Moreno Valley	WLC	SR-60	interchange	Do not add - no future v/c deficiency, already under reimbursement agreement
Unincorporated	Grand Ave	Briggs Rd	SR-79	Do not add - no future v/c deficiency

San Jacinto Zone

City/ County	Street Name	From	To	Recommendation
Hemet	Stetson	Warren	0.85 Miles w/o Warren	Do not add - no regional connectivity or V/C deficiency
Hemet	State St (ITS)	Esplanade	Florida Ave	
Hemet	Sanderson Ave (ITS)	Esplanade	Domenigoni Pkwy	
Hemet	Warren Rd (ITS)	Simpson Ave	Esplanade	
Hemet	Stetson Ave (ITS)	Winchester Rd	Sanderson Ave	
San Jacinto	7th St	Western Terminus	Warren Rd	Do not add - no future v/c deficiency
San Jacinto	7st St	Channel adjacent to Warren	bridge	Do not add - no future v/c deficiency

Pass Zone

City/ County	Street Name	From	To	Recommendation
Banning	Highland Springs	Cherry Valley	Oak Valley	Already on TUMF Network - no v/c deficiency

Banning	Cottonwood	I-10	interchange	Do not add - no connectivity to regional network
Banning	Wilson	Highland Springs	Highland Home	Already on TUMF Network - no v/c deficiency
Banning	Sun Lakes	Smith Creek	bridge	Segment already on TUMF Network - Bridge added

Southwest Zone

City/ County	Street Name	From	To	Recommendation
Lake Elsinore	Camino del Norte	Summerhill	Main	Do not add - no connectivity to regional network
Lake Elsinore	Summerhill	Railroad Canyon	Greenwald	Do not add - no regional connectivity or V/C deficiency
Lake Elsinore	Nichols	I-15	Lake	Already on TUMF Network
Lake Elsinore	Lake St	I-15	Lincoln	Keep at 2-4 lanes, update suburban land use
Lake Elsinore	Nichols Rd	Temescal Wash	bridge	adjust length to 300 ft
Lake Elsinore	Lake St	Temescal Wash	bridge	adjust length to 180 ft
Wildomar	Inland Valley Dr	I-15	bridge	Do not add - no connectivity to regional network
Wildomar	Palomar	Starbuck	Washington	Already on TUMF Network
Wildomar	Bundy Canyon	I-15	City Limits (Sunset)	Already on TUMF Network
Murrieta	Orange Springs Parkw	Clinton Keith	Scott	Do not add - no regional connectivity or V/C deficiency
Murrieta	Calle del Oso Oro	Vineyard Pkwy	Washington	Do not add - no regional connectivity or V/C deficiency
Murrieta	Calle del Oso Oro	1500 w/o Vineyard Pkwy	bridge	Do not add - no regional connectivity or V/C deficiency
Murrieta	Adams	Murrieta Hot Springs/Hawthorne	Cherry	Do not add - no regional connectivity or V/C deficiency
Temecula	Ynez Road	Rancho California	Santiago	Do not add - no connectivity to regional network
Temecula	Ynez Road/DePortola	Santiago	Margarita	Do not add - no connectivity to regional network
Temecula	ITS	Major Arterials (Winchester, Rancho California, Butterfield Stage, Temecula Pkwy, Margarita, Jefferson	City limits	Add to network for deficient links with no capacity increase



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Climate Pollution Reduction Grant Memorandum of Agreement
Contact: Casey Dailey, Director of Energy & Environmental Programs, cdailey@wrcog.us, (951) 405-6720
Date: February 14, 2024

Recommended Action(s):

1. Recommend that the Executive Committee authorize the Executive Director to negotiate and execute, subject to approval as to form by General Counsel, a Memorandum of Agreement between WRCOG, the San Bernardino County Transportation Authority / San Bernardino Council of Governments, and the Coachella Valley Association of Governments, and the execution of future amendments for the Climate Pollution Reduction Implementation Grant Program.
-

Summary:

The 2022 Inflation Reduction Act established the Climate Pollution Reduction Grants (CPRG) Program, which funds both planning and implementation grant opportunities. One million dollars was allocated to the Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA) to prepare a Priority Climate Action Plan (PCAP). The San Bernardino Council of Governments (SBCOG) is leading the PCAP in partnership with WRCOG, the Coachella Valley Association of Governments, the South Coast Air Quality Management District (SCAQMD), and the Southern California Association of Governments (SCAG).

Following submittal of the PCAP, the Riverside-San Bernardino-Ontario MSA will be eligible to submit an application for Implementation Grants.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to share information regarding the upcoming CPRG Implementation Grant opportunity. Potential implementation grant activities cover a wide spectrum of issue areas and overlap with multiple goals and actions within the WRCOG's 2022-2027 Strategic Plan, including:

- Goal 2: Identify and help secure grants and other potential funding opportunities for projects and programs that benefit member agencies.
- Goal 5: Develop projects and programs that improve infrastructure and sustainable development in our region.
 - 5.1 Support Investment in projects, infrastructure, and programs in the region including:
 - 5.1.1 Transportation infrastructure
- Goal 6: Develop and implement programs that support resilience for our region.
 - 6.1 Incentivize programs for saving electricity, water, and other essential resources through

- the Inland Regional Energy Network.
- 6.2 Support the efforts to promote the Clean Cities Coalition.

Discussion:

Background

Climate Pollution Reduction Grants Program: The CPRG Planning Program provides grants to states, local governments, tribes, and territories to develop and implement plans for reducing greenhouse gas (GHG) emissions and other harmful air pollution. Section 60114 of the Inflation Reduction Act (IRA) provides an investment of \$5B to support efforts by states and municipalities thereof to develop and implement local GHG emissions reduction strategies. The two-stage grant program provides funding of \$250M for non-competitive planning grants and \$4.6B for competitive implementation grants. Planning grant funds can be used to update existing climate, energy, or sustainability plans.

The Environmental Protection Agency (EPA) is committed to supporting the development of climate action plans and the expeditious implementation of investment ready policies, programs, and projects to reduce GHG emissions in the near term. Through the CPRG Program, the EPA will support the development and deployment of technologies and solutions that will reduce GHG emissions and harmful air pollution, as well as transition America to a clean energy economy that benefits all Americans.

The proposed project is intended to provide support to all member jurisdictions with Riverside and San Bernardino Counties by offering a menu of options for the jurisdictions to use the previously developed GHG emissions reduction plans in each county and their inventory, reduction measures, and reporting tools to implement projects and programs that reduce GHG emissions and achieve the goals of the CPRG Program. The EPA has a legislative deadline to complete the Phase I report, Priority Climate Action Plan, by March 1, 2024. The San Bernardino County Transportation Authority (SBCTA) and SBCOG is leading the PCAP process as part of the larger CPRG Planning Program in partnership with WRCOG, the Coachella Valley Association of Governments (CVAG), Mojave Desert Air Quality Management District (MDAQMD), SCAG, and SCAQMD.

Riverside-San Bernardino-Ontario MSA Progress Report: The PCAP section of the CPRG planning document provides a comprehensive summary of GHG emissions reduction measures for the Riverside-San Bernardino-Ontario MSA, comprised of 54 jurisdictions in Riverside and San Bernardino Counties that are affiliated with the three Councils of Governments (COGs). The GHG emissions reduction measures are organized into two main sections:

1. Priority Regional Measures that represent the entire MSA that have broad applicability to the region and suitability for the CPRG's Implementation Grant Application.
2. Additional measures that represent the full range of GHG emissions reduction measures in each COG's existing CAPs that have been adopted or drafted by the COGs themselves (regional CAPs) or by individual jurisdictions (local CAPs).

In total, the PCAP's GHG reduction measures cover 29 jurisdictions in Riverside County and 25 jurisdictions in San Bernardino County.

Priority Regional Measures (PRMs): After the initial analysis of various measures, three PRMs were determined to have the highest priority for implementation and are anticipated to score well against the

evaluation criteria of the EPA's CPRG Implementation Grant Program. These three PRMs are described in more detail below:

1. Light Duty Electric Vehicle Infrastructure - This PRM addresses the need for large scale deployment of Electric Vehicle Charging Stations (EVCS) in the Riverside and San Bernardino County region, particularly in areas populated by Low-Income and Disadvantaged Communities (LIDACs), where investment in EV infrastructure has been limited. Funding to implement this measure will support the deployment and operation of an increasing number of light-duty EVs traveling within and through the region by providing accessible, reliable, and widely available charging opportunities. *(Staff proposal under the Riverside-San Bernardino-Ontario MSA grant application for this program is \$40M out of the \$199+M total ask amount).*
2. Building Decarbonization (Public and Residential Facilities) - Building energy use, which includes electricity and natural gas usage, is a major contributor to GHG emissions and local and regional air pollution in Riverside and San Bernardino Counties. As such, building energy-related reduction measures yield substantial GHG emissions reductions, particularly for the federally designated LIDACs that disproportionately bear the negative impacts of local pollution. Building energy emissions accounted for approximately 40% of total regional GHG emissions for WRCOG in 2017, 35% of total regional GHG emissions for SBCTA in 2016, and 13% of total regional GHG emissions for CVAG in 2005. *(Staff proposal under the Riverside-San Bernardino-Ontario MSA grant application for this program is \$110M for public facilities and \$50M for the residential facilities out of the \$199+M total ask amount).*
3. Goods Movement Decarbonization - Southern California is a major hub for importing and exporting goods, with hundreds of billions of dollars in cargo moving across the region each year. Goods movement, defined as the distribution of freight by all modes of transportation including marine, air, rail, and truck, encompasses aspects of already existing regional networks such as trucks and trains, as well as their associated infrastructure and facilities. Many of these warehouses and distribution facilities employ heavy- and medium-duty vehicles that contribute to GHG emissions, and thus impact local and regional air pollution. These emissions also disproportionately impact the disadvantaged communities. The adoption of EVs and other zero-emission technologies such as hydrogen fuels would be transformative in reducing GHG emissions. Increasingly, the decarbonization of goods movement in California has been a focal point in local and regional climate action planning, but success in reducing goods movement emissions has been limited due to limited availability and affordability of new clean vehicle technologies, and also due to multijurisdictional nature of goods movement. Because of its broad regional nature, staff from the three COGs, together with leads in Los Angeles and Orange Counties, and the Riverside-San Bernardino-Ontario MSA, agreed to move forward with one Southern California grant application related to the goods movement. SCAQMD stepped forward to lead this regional effort. *(Staff proposal under the grant program for the region is to request \$100M out of the expected \$500M total ask amount from the SCAQMD southern California regional grant application. The SCAQMD regional grant application is separate from the Riverside-San Bernardino-Ontario MSA regional grant application).*

The three PRMs included were the product of extensive coordination and engagement between multiple stakeholders, including CVAG, SBCOG, WRCOG, city and county local government, SCAQMD, SCAG, the Inland Regional Energy Network (I-REN), and community-based organizations in the region. The following key considerations were used in evaluating and selecting the three PRMs for inclusion in the PCAP:

- Stakeholder support and project information.
- Magnitude of anticipated GHG emissions reductions (MTCO₂e) from 2025 through 2030 (near term), and 2025 through 2045 (long term).
- Transformative impact – i.e., the extent to which the measure has the potential to create transformative opportunities or impacts that can lead to significant additional GHG emissions reductions.
- Demonstration of funding need.
- Cost-effectiveness of GHG emissions reductions.
- Potential for co-benefits to LIDACs, including reductions in air pollutants, reductions in risk from climate impacts (e.g., extreme heat events), and equitable outcomes in terms of economic growth and improved quality of life.
- Anticipated workforce implications and quality of local job creation.
- Potential for near term implementation (i.e., “shovel readiness”).

During this process, WRCOG solicited potential GHG emissions reduction projects from its member agencies. The majority of these requests were consistent with the regional PRMs that are proposed to be included in the PCAP. A list of all requests received by WRCOG member agencies and the evaluation of those options is provided as Attachment 1 to this Staff Report.

WRCOG CPRG Timeline and Next Steps: The timeline of WRCOG involvement thus far has been:

- September 20, 2023: EPA Notice of Funding Opportunity (NOFO) on CPRG Implementation grants issued.
- October 6, 2023: Kickoff meeting with the SBCOG PCAP consultant and participating stakeholder agencies, with frequent meetings between the staff of the three COGs since that time.
- November 8, 2023: The Administration & Finance Committee received a presentation on the CPRG Program.
- November 16, 2023: The Technical Advisory Committee received a presentation on the CPRG Program.
- November 21, 2023: The I-REN Executive Committee received a presentation on the CPRG and discussed the potential for using the current I-REN structure for the CPRG Implementation Grant.
- December 4, 2023: The Executive Committee received a presentation on the CPRG Program.
- December 11, 2023: WRCOG requests project ideas and feedback from members.
- December 14, 2023: The Public Works Committee received a presentation on the CPRG Program.
- February 14, 2024: The Administration & Finance Committee will receive a presentation on the CPRG Program.
- March 1, 2024: SBCTA / SBCOG intends to submit PCAP to the EPA.
- April 1, 2024: SBCTA / SBCOG intends to submit CPRG Implementation Grant application.

CPRG PCAP Process and Implementation Grant Application: Following the submittal of the PCAP on March 1, 2024, the Riverside-San Bernardino-Ontario MSA will be eligible to apply for the competitive implementation grants. There is \$4.6B available nationally for applicants to implement GHG emissions reduction measures, policies, projects, and programs. Implementation grants are due April 1, 2024. Applications for implementation funding are competitive and the amount awarded to the Riverside-San Bernardino-Ontario MSA will depend on a variety of factors including the amount of funding requested, the GHG emissions reduction benefits to the Disadvantaged Communities (DACs), the GHG emissions

reduction benefit / cost ratio, and other factors. Given the size of the Riverside-San Bernardino-Ontario MSA, the region could be eligible for up to \$199+M in implementation assistance. Any award would occur in October 2024, with project completion by 2030.

The CPRG Implementation Grant Program does not encourage individual municipalities to submit grant funding requests directly to the EPA. Rather, the CPRG Program allows and encourages municipalities and other agencies to serve as sub-applicants or partner with regional entities on a grant application. It is anticipated that any grant application to the EPA would be structured in this manner, which ensures that money would flow from the EPA to the MSA lead agency and then to individual government agencies for project implementation.

One key requirement for the Implementation Grants is that any proposed GHG emissions reduction program, policy, or project that agencies want to fund must be first identified in the PCAP to be eligible for the larger funding amounts. EPA encourages eligible applicants to seek implementation funds for GHG emissions reduction measures that will significantly reduce cumulative GHG emissions by 2030 and beyond and that will accelerate decarbonization across one or more major sectors responsible for GHG emissions. EPA will score grant applications based on multiple evaluation criteria, with an emphasis on the magnitude of near term GHG emissions reductions that will be achieved by the proposed measures. Additionally, EPA will prioritize applications that demonstrate regional collaboration. Therefore, programs or projects that are multi-jurisdictional or implemented at a larger scale will be scored higher than programs or projects that are limited to one jurisdiction.

Other Grant Requirements: This Grant Program could be a way to bring in additional resources for the Inland Empire territory, including Riverside and San Bernardino Counties. Applications that successfully address the specific evaluation criteria of the Grant Program would need to be consistent with the following Program objectives:

- Stimulate transformation toward a decarbonized economy and demonstrate approaches that are replicable to unlock opportunities for even greater emissions reductions.
- Result in benefits to low-income and disadvantaged communities.
- Achieve GHG emission reductions that are long-lasting and certain; and
- Incorporate high labor standards, emphasize job quality, and support equitable workforce development.

There are a few other items to be considered for discussion, including how the I-REN structure could or should relate to the implementation phase of this grant. It is critical that the strategy for the implementation grant be discussed early on. As additional background, the EPA awards will be arranged into tiers as follows (cited from the NOFO):

Tier	Grant Range	Funds Targeted for Each Tier	Anticipated Number of Grants to Be Awarded
Tier A	\$200,000,000 - \$500,000,000	\$2 billion	4 - 10
Tier B	\$100,000,000 - \$199,999,999	\$1.3 billion	6 - 13
Tier C	\$50,000,000 - \$99,999,999	\$0.6 billion	6 - 12
Tier D	\$10,000,000 - \$49,999,999	\$0.3 billion	6 - 30
Tier E	\$2,000,000 - \$9,999,999	\$0.1 billion	10 - 50

The most appropriate category for the Riverside-San Bernardino-Ontario MSA is believed to be Tier B. The Los Angeles-Long Beach-Anaheim MSA will be applying for Tier A. WRCOG would be requesting the maximum grant range in Tier B as a region. Also, as noted above, various southern California agencies are preparing separate goods movement-related grant application with SCAQMD being the lead for the grant application. The regional goods movement application will compete at the Tier A level with a maximum request amount of approximately \$500M. SBCTA / SBCOG, on behalf of the Inland Empire region, requested that geographic equity be built into the funding distribution criteria if the grant is awarded to SCAQMD.

No cost-sharing / matching funds or leveraged resources are required as a condition of eligibility under the CPRG Program. Funds awarded under the CPRG Program cannot be used to meet the matching funds requirement under another federal grant program.

More information on the CPRG Program and NOFO for the implementation grants can be found below:

- CPRG Implementation Grant:
<https://www.epa.gov/inflation-reduction-act/about-cprg-implementation-grants>
- NOFO:
<https://www.epa.gov/system/files/documents/2023-09/CPRG%20General%20Competition%20NOFO.pdf>

Preliminary Implementation Approach and Targets for the Building Decarbonization and EV Charging Station Proposals: The CPRG team members have had preliminary discussions of what specifically can be proposed to go into the PCAP and ultimately to the CPRG Implementation Grant. The grant requires specific quantification of GHG emissions reductions and ancillary benefits, along with an implementation framework. This must be considered as a “work in progress” at this time, but the timing is such that the February 7, 2024, SBCTA Board of Directors meeting was the only occasion to share current thinking with that Board prior to the submittal of the PCAP to EPA.

Example considerations that will need to be contemplated include whether to have a common set of programs across the entire MSA or to provide each county or COG a degree of flexibility to define the programs that are best suited to their area. The optimum administrative structure is still awaiting additional clarity on the program from the EPA, which holds regular meetings with stakeholders nationwide. The EPA's clear preference is that they deal with a limited number of lead agencies, which is why they are encouraging broad collaborative efforts. The lead agency will need to demonstrate financial capacity and experience with federal funding. For the Inland Empire region, the existence of I-REN is a significant selling-point to the EPA, and the intention is to stress I-REN's capabilities and accomplishments in the grant application, regardless of which administrative structure is selected.

The following two proposed CPRG Implementation Grant programs are for the Riverside-San Bernardino-Ontario MSA grant application. As mentioned above, the proposals for the goods movement components are being considered at a regional level in the SCAQMD-led grant application for the support of rail and truck Zero Emission Vehicles (ZEVs) and both electric and hydrogen. For example, this approach could include proposed ZE truck charging facilities in Baker, Barstow, and Calimesa.

Clean Energy / Building Decarbonization / Net-Zero / Climate Resilience Fund: Loan or Grant Funds for Energy Efficiency / Renewable + Storage / ZEV Municipal and Residential Projects, approximately \$160M.

Selection of the PRM: Building energy use, which includes electricity and natural gas usage, is a major contributor to GHG emissions and local and regional air pollution in Riverside and San Bernardino Counties. As such, building energy-related reduction measures yield substantial GHG emissions reductions, particularly for LIDACs that disproportionately bear the negative impacts of local pollution. Building energy emissions accounted for approximately 40% of total regional GHG emissions for WRCOG in 2017, 35% of total regional GHG emissions for SBCTA in 2016, and 13% of total regional GHG emissions for CVAG in 2005.

The Riverside-San Bernardino-Ontario MSA has a significant advantage over the other MSAs around the country as the existing regional organization for public outreach, engagement, and implementation already exists through I-REN, the association of governments, local businesses, regional distribution networks, CBOs, etc., which contributes to reaching a broad audience and expediting implementation. Because of I-REN's current work, the building decarbonization projects are "shovel-ready" and do not require environmental review (e.g., CEQA), which expedites the implementation of these actions.

Purpose and Goal: The adoption of building decarbonization measures has the potential to significantly reduce GHG emissions from municipal and residential buildings, as well as provide additional environmental and social benefits such as local and regional air pollution. The goal for building decarbonization is to improve building energy efficiency, achieve greater electrification, and deploy additional renewable energy and storage. Energy efficiency measures are intended to promote the efficient use of energy and reductions in energy use, electrification pertains to replacing natural gas appliances with electric and/or zero carbon alternatives, and renewable energy measures are intended to change the carbon content of electricity supplied to homes and municipal buildings.

Program Overview: There are two proposed components to the building decarbonization sector. One is on implementation of "shovel-ready" projects already developed through the planning efforts of the I-REN outreach programs with our various public entities in the region. The other is supplementing energy efficient residential direct install programs already developed by the region through the California Energy Commission (CEC) Equitable Building Decarbonization Program.

Both programs will be geared toward implementing the following types of actions:

- Energy storage and grid resilience / microgrids
- Energy Efficiency upgrades
- Heat pump HVAC and water heater installations
- Solar Photovoltaic & battery storage installation
- Electric Vehicle home charging stations
- Decarbonization building retrofits
- Low-carbon technologies

By integrating with the existing I-REN Public Sector Technical Assistance services and future CEC Equitable Building Decarbonization Program, local agencies and residents will be able to identify projects that result in significant energy and GHG savings, utilize the funds to construct the projects, and receive significant energy cost savings. For the Riverside-San Bernardino-Ontario MSA grant application, the proposed public building program will be able to achieve approximately 5,000 MTCO₂e lifetime reduction per project on average, and at the currently proposed funding level, the total reduction could total approximately 260,000 MTCO₂e. On the residential side, the proposed program could result in 25 to 49

MTCO₂e on average per unit for 20 years, and at the currently proposed funding level, the proposed program could result in approximately 73,000 MTCO₂e for the 20-year span. The residential program is of particular interest to CVAG.

Inland Empire ZEV Infrastructure Network: Direct Installation and Incentive Program with options to operate / maintain a network for a limited period, approximately \$40M.

Selection of the PRM: Currently, discussions include the possibility of grants or incentive programs for both passenger vehicle charging / fueling options. To meet state goals for vehicle electrification, the EV charging network will need to be much more broad-based than it is now, and the CPRG Program is an opportunity to make significant progress. This measure addresses the region's largest GHG emissions sector. As such, the GHG emissions reduction potential for the measure is high:

- SBCTA: Light / Medium-duty vehicles were 38% of total regional GHG emissions in 2016 and are projected to be 35% of GHG emissions in the region's 2045 business-as-usual forecast.
- WRCOG: Light / Medium-duty vehicles were 37% of total regional GHG emissions in 2017 and are projected to be 50% of GHG emissions in the region's 2045 business-as-usual forecast.
- CVAG: Light duty vehicles were 45% of total regional GHG emissions in 2005.

Program Overview: This Program could include the installation, operations, and maintenance of a ZEV charging network throughout Riverside and San Bernardino Counties. A limited operate / maintain option is being included in the discussion because of the acknowledged reliability shortcomings of the current network. The Program would also involve the training and deployment of a local workforce to support the maintenance of the equipment and service of the devices. The Program would collect fees from the use of the chargers, and funds could be reinvested to support the growth and long-term sustainability of the network both financially and physically.

If focused on LIDACs, this measure is anticipated to score very high against the CPRG Implementation Grant scoring criteria, since it will provide the following co benefits:

- Improved air quality and public health; lower healthcare costs related to respiratory and cardiovascular conditions.
- Decreased noise pollution along heavy traffic corridors, where many LIDACs are located.
- Expanded options for personal vehicle ownership and ZEV car-sharing operations, adding to the "transformative" aspect of the measure.

A detailed analysis of the region's LIDACs, their climate change vulnerabilities, and the co-benefits expected from implementation of the PCAP's GHG emissions reduction measures is included in the PCAP LIDAC and Co-benefits Analysis.

Implementation Structure: This Program will require a diverse set of participants and stakeholders to be successful. To ensure that it is run efficiently and effectively, it will be important to establish a central authority (Program Lead) that is responsible for the coordination of all program aspects. Currently, due to the Agency's expertise in transportation, SBCTA / SBCOG has been identified and proposed as the Program Lead for the region.

The National Electric Vehicle Infrastructure (NEVI) funding program prioritizes large-scale deployment of

direct current (DC) EVCS charging in the United States. The \$5B NEVI formula program aims to establish a nationwide network of 500,000 chargers by 2030. For the NEVI formula grants, each state was directed to develop a deployment plan. California's plan designates priority groups of Federal Highway Administration alternative fuel corridors, indicating a minimum number of new stations and a total number of new charging ports within each group. The plan further ranks the top six groups, three of which fall within the Riverside and San Bernardino County region.

After substantial discussions by the Inland Empire CPRG Team, the approach proposed for implementation mirrors the approach laid out in the joint document by Caltrans and the California Energy Commission entitled California's Deployment Plan for the NEVI Program, dated August 2023. The Deployment Plan is very well thought out and developed, and while processes can be refined and improved over time, there is no advantage to reinventing processes and procedures that we know would work.

It is important to note that the staff proposal is not to match CPRG with NEVI funds or vice versa. It is merely to inform regarding the framework and implementation approach to ensure EPA that the EV program, managed by the CPRG Team, will have the structure to attract the right vendors and site owners who have quality opportunities to build a reliable charging network, focused on disadvantaged communities in the Inland Empire.

No matter how the Program is structured, the success of this Program will depend on strong relationships with willing site hosts. This is important for finding high-quality sites for chargers and for maintaining program funding and resources. Site hosts can include municipalities, community centers, shopping centers, employment centers, multi-family residential developments, recreation centers, attractions, and places of interest.

Based on the initial calculation of possible CPRG funding level, the Program could deploy approximately 2,500, 240-volt, level II chargers, and 100 DC fast chargers. For the grant application, based on the current draft calculations, a GHG emissions reduction total of approximately 75,000 MTCO₂e for 25 years could be achieved for this Program.

Prior Action(s):

December 4, 2023: The Executive Committee received and filed.

November 16, 2023: The Technical Advisory Committee received and filed.

November 8, 2023: The Administration & Finance Committee received and filed.

Financial Summary:

WRCOG's support of the PCAP is limited to existing staff time and is included in the adopted Fiscal Year (FY) 2023/2024 Agency budget under the Inland Regional Energy Network (Fund 180). The grant would potentially be awarded in FY 2024/2025 and would be reflected in that year's budget.

Attachment(s):

[Attachment 1 - WRCOG CPRG Ideas Matrix Final](#)

City/Agency	Project Description	Consistent with 3 PRM's (Yes/No)	Stakeholder Support	GHG Reductions	Transformative Impact	Funding Need	Cost-Effectiveness	LIDAC Co-benefits	Workforce implications	Project Readiness	Recommendation	PCAP Inclusion	Implementation
Canyon Lake	Regional WRCOG managed EV charging network	Yes										Yes	Yes
Canyon Lake	Public electric vehicle (EV) charging	Yes										Yes	Yes
Canyon Lake	Zero-emission ZEVs/clean fleets	Yes										Yes	Yes
Canyon Lake	Seed Money in addition to loan	Yes										Yes	Yes
Canyon Lake	Commercial businesses incentives for energy project implementation.	No	Low	Medium	Low	Low	Medium	Low	Medium	Low	Overlaps with existing WRCOG C-PACE program. Do not include	No	No
Canyon Lake	Community-Based Solar Projects.	Yes										Yes	Yes
Canyon Lake	Recreational Park LED/Energy Efficient Retrofits	Yes										Yes	Yes
Canyon Lake	Low Income/Resource City	Yes										Yes	Yes
Canyon Lake	City Hall renovation	Yes										Yes	Yes
Canyon Lake	Other Green Energy Product	Yes										Yes	Yes
Eastvale	Electrification of city's fleet including light duty, medium duty, and construction equipment such electric loader, backhoe, and excavator, medium duty fleet.	Yes										Yes	Yes
Eastvale	Installation of EV chargers and infrastructure at all city owned facilities	Yes										Yes	Yes
Eastvale	Installation of Solar Canopy in parking lots	Yes										Yes	Yes
Eastvale	Deployment of microgrid energy systems at municipal facilities	Yes										Yes	Yes
Menifee	McCall Boulevard/I-215 Interchange	No	Low	Low	Low	High	Low	Low	Medium	Medium	There are 50+ freeway interchanges in the WRCOG region plus additional interchanges in SBCOG and CVAG. Improving interchange at substantial cost (\$50M+) would provide very limited regional GHG reduction benefit. Additionally, freeway interchange improvements are not likely to be viewed as GHG reducing by reviewers.	No	No
Menifee	Valley Boulevard Widening and Missing Links	No	Low	Low	Low	High	Low	Low	Medium	Medium	Roadway improvement in one City not likely to lead to significant regional GHG reduction.	No	No
Murrieta	Facility Upgrades and Solar Infrastructure.	Yes										Yes	Yes
Murrieta	Electric Vehicle (EV) Public Charging Infrastructure, Neighborhood Level	Yes										Yes	Yes
Perris	replacement of multiple HVAC units and two parking structures with solar panels	Yes										Yes	Yes
Perris	EV charging infrastructure	Yes										Yes	Yes
RivCo	Building Information Modeling software	Yes										Yes	Yes
RivCo	EV Fleets	Yes										Yes	Yes
RivCo	roof repairs/replacements	Yes										Yes	Yes
RivCo	Pedestrian and bicycle infrastructure improvements,	No	Low	Low	Low	High	Low	Medium	Low	Low/Medium	Bicycle/pedestrian infrastructure produces limited GHG reduction benefits (WRCOG CAP). Other higher priority items produce higher level of GHG reductions and provide regional benefits.	No	No
RivCo	solar, and battery storage systems at various sites. Waste	Yes										Yes	Yes
RivCo	renewable electricity conversion at various sites. Waste	Yes										Yes	Yes

City/Agency	Project Description	Consistent with 3 PRM's (Yes/No)	Stakeholder Support	GHG Reductions	Transformative Impact	Funding Need	Cost-Effectiveness	LIDAC Co-benefits	Workforce implications	Project Readiness	Recommendation	PCAP Inclusion	Implementation
RivCo Parks	Pedestrian and bicycle infrastructure improvements	No	Low	Low	Low	High	Low	Medium	Low	Low/Medium	Bicycle/pedestrian infrastructure produces limited GHG reduction benefits (WRCOG CAP). Other higher priority items produce higher level of GHG reductions and provide regional benefits.	No	No
RivCo Parks	Renewal energy production	Yes										Yes	Yes
RivCo Parks	Energy storage	Yes										Yes	Yes
RivCo Parks	Building energy efficiency	Yes										Yes	Yes
RivCo Parks	Urban reforestation/Landscaping/Tree canopy	No	Low/Medium	Low	Low	High	Low	Medium	Low	Low/Medium	While this strategy provides some GHG reduction benefit, other strategies provide a higher level of benefits.	No	No
RivCo Parks	Zero emission vehicle (ZEV) chargers	Yes										Yes	Yes
RivCo Parks	Zero emission vehicles and equipment	Yes										Yes	Yes
RivCo Parks	Water Capturing Systems	No	Low	Low	Low	Low	Low	Low	Low	Low/Medium	Water related emissions are minimal in the WRCOG region. Any GHG reduction benefit is likely to be limited.	No	No
RivCo Parks	Compost Stations	No	Low	Low	Low	Low	Low	Low	Low	Low/Medium	Any GHG reduction is likely to be minimal.	No	No
RivCo Parks	Signage and marketing material for education	No	Low/Medium	Low	Low	Medium	Low	Low/Medium	Low	Medium	Any GHG reduction is likely to be minimal.	No	No
Temecula	Complete missing segments of Temecula's Bicycle Lane & Trails Masterplan.	No	Low/Medium	Low	Low	Medium	Low	Low/Medium	Low	Medium	While this strategy provides some GHG reduction benefit, other strategies provide a higher level of benefits.	No	No
Temecula	Park and Ride Facilities w/ EV chargers	Yes										Yes	Yes
Temecula	Public EV charging stations	Yes										Yes	Yes
Temecula	City EV charging stations for City fleet vehicles.	Yes										Yes	Yes
Temecula	Replacement of City Fleet vehicles/Temecula	Yes										Yes	Yes
Temecula	Energy conservation projects at City of Temecula buildings/facilities.	Yes										Yes	Yes
Wildomar	add solar to our city hall facilities	Yes										Yes	Yes
Wildomar	LED retrofit of lighting at city facilities	Yes										Yes	Yes
Wildomar	EV chargers to City Facilities like our existing and future parks, and other City facilities.	Yes										Yes	Yes



Western Riverside Council of Governments Administration & Finance Committee

Staff Report

Subject: Strategic Planning session changes to Mission Statement and Guiding Principles
Contact: Dr. Kurt Wilson, Executive Director, kwilson@wrcog.us, (951) 405-6701
Date: February 14, 2024

Recommended Action(s):

1. Recommend that the Executive Committee adopt revisions to the WRCOG Strategic Plan to include the addition of clarifying language to the Mission Statement and the addition of Guiding Principles.

Summary:

At the annual WRCOG Strategic Planning session, members discussed enhancements to the Mission Statement and introduced Guiding Principles for long-term organizational culture and decision-making. An Ad Hoc Committee was created and members were appointed, and the items were discussed and are being brought to the Administration & Finance Committee for consideration. The changes include specifying "regionally-significant" programs in the Mission Statement and establishing principles emphasizing mission alignment, fairness, public trust, and long-term thinking to guide future actions and improvements.

Purpose / WRCOG 2022-2027 Strategic Plan Goal:

The purpose of this item is to update the current Mission Statement and add Guiding Principles to the Strategic Plan. This item aligns with WRCOG's 2022-2027 Strategic Plan Goal #4 (Communicate proactively about the role and activities of the Council of Governments).

Discussion:

Background

The annual Strategic Planning session highlighted the significant accomplishments made by staff over the past year in working toward the goals of the Executive Committee. It also included a recap of the annual surveys of both staff and Committee members.

The most common sentiment shared by members was the desire for WRCOG to refrain from entering into new programs that are either risky or inconsistent with WRCOG's core mission. Additional frustrations were shared about the frailty of the regional transportation infrastructure and the desire for WRCOG to continue partnering with the Riverside County Transportation Commission where practical.

Several members expressed appreciation for the current efforts to bring more grant funds to the subregion and posed questions about how member agencies could more easily support one another on grant applications of mutual interest.

After continued discussion, two additional changes were borne from the session: the addition of clarifying language to the Mission Statement and the addition of a set of Guiding Principles.

Mission Statement

The current Mission Statement references 'programs' in a way that could be considered ambiguous in terms of the types of programs in which WRCOG can or should participate. Following a conversation at the Strategic Planning session about the benefits of constraining programs to only those consistent with the broader mission and core purpose of WRCOG, the proposed amendment to the Mission Statement includes adding the words 'implement regionally-significant' when describing the types of programs that are appropriate for WRCOG. The updated Mission Statement reads as follows:

*The Mission of the Western Riverside Council of Governments is to facilitate, plan, and identify funding opportunities for critical infrastructure projects and **implement regionally-significant** programs that benefit its member agencies and the communities they serve.*

Guiding Principles

The Strategic Plan sets forth a series of tasks, or goals, to be completed. Upon completion, new goals may replace old ones as priorities change or organizational capacity increases. To date, those tasks have been aligned with the desire of the Executive Committee to make specific improvements to the organization.

Unlike individual tasks that change over time, the organizational culture is the result of repetitive actions and unwavering commitments to certain principles. Today, those principles are generally understood by staff but are not documented in a way that institutionalizes them against staffing changes. This documentation is proposed in the form of Guiding Principles that influence decision-making by Committee members and staff. Rather than tasks to be completed, the Guiding Principles are intended to be long-term reminders of important lessons that were learned over the years. They will not restrict any voting options for Committee members, but will provide a barometer that can optionally be considered in the course of leading the organization.

1. STAY TRUE TO WRCOG'S MISSION

Maximize value to member agencies by prioritizing resources to support issues of mutual concern that are consistent with our core mission.

2. PRIORITIZE FAIRNESS

Strive for an environment in which each member agency's voice is heard and respected, and employees work in an environment where they feel safe, protected, and valued.

3. EARN PUBLIC TRUST

Respect the obligations and responsibilities of handling the public's business by maximizing transparency, incorporating industry best practices, and representing the interests of the people we serve.

4. THINK WITH A LONG-TERM FOCUS

Evaluate programs through a holistic and long-term lens that protects the general fund by mitigating unintended consequences, protecting the WRCOG brand, and striking a responsible balance between innovation and risk.

The Strategic Plan was adopted in 2021 and is reviewed annually. On January 12, 2024, 14 members of the Executive Committee convened for the annual Strategic Planning session where they received a status update on achievements related to the Strategic Plan Goals and discussed whether any changes or revisions should be added to the plan. While no changes were recommended to the Strategic Plan goals, a minor change to the Mission Statement and the addition of Guiding Principles to the plan were recommended.

Members in attendance included:

City of Banning - Reuben Gonzalez
City of Beaumont - Mike Lara
City of Calimesa - Wendy Hewitt
City of Canyon Lake - Mark Terry
City of Corona - Jacque Casillas
City of Eastvale - Christian Dinco
City of Hemet - Jackie Peterson
City of Jurupa Valley - Chris Barajas (Chair)
City of Lake Elsinore - Brian Tisdale
City of Menifee - Bob Karwin
City of Norco - Kevin Bash
City of Perris - Rita Rogers
City of San Jacinto - Crystal Ruiz
City of Temecula - James Stewart
City of Wildomar - Joseph Morabito
County, District 1 - Kevin Jeffries
County, District 2 - Karen Spiegel
County, District 3 - Chuck Washington
Eastern Municipal Water District (EMWD) - Phil Paule
Western Water - Brenda Dennstedt

Non-voting members in attendance included Technical Advisory Committee Chair, Rod Butler, City of Jurupa Valley.

If adopted, the changes will take effect immediately and will continue to form the foundation of the staff workplan.

Prior Action(s):

January 12, 2024: The Executive Committee held a third Strategic Planning session; there were no reportable actions.

December 9, 2022: The Executive Committee held a Strategic Planning session; there were no reportable actions.

December 3, 2021: The Executive Committee adopted a 2022-2027 Strategic Plan.

Financial Summary:

This item is for informational purposes only; therefore, there is no fiscal impact.

Attachment(s):

[Attachment 1 - WRCOG Strategic Plan 2022 - 2027](#)

[Attachment 2 - WRCOG Strategic Plan Workshop January 12, 2024](#)

[Attachment 3 - 2023 WRCOG Member Survey Results](#)

[Attachment 4 - 2023 WRCOG Staff Survey Results](#)

Attachment

WRCOG STRATEGIC PLAN 2022-2027



WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS STRATEGIC PLAN

2022-2027

DKS

Prepared by DKS Associates
Anaheim, CA

EXECUTIVE SUMMARY

This document will serve as the Western Riverside Council of Government's 2022-2027 Strategic Plan. Its purpose is to help WRCOG prioritize its efforts, allocating both fiscal and human resources to achieve a shared Vision and Goals that also reflect community priorities and needs. The Plan is the result of a comprehensive review by DKS Associates of the following:

- The WRCOG annual budget;
- Executive Committee meetings (agendas, minutes);
- News articles;
- Demographic data; and
- Incorporation documents.

DKS staff held virtual meetings with members of the Executive Committee during November and December prior to the Strategic Plan Workshop. Participants discussed their views on the opportunities and challenges ahead for the agency. This includes discussions regarding the areas which WRCOG should and should not become involved in terms of local governance and regional planning.

Interviews were also held via conference calls with the management team and key staff members from all WRCOG departments.

In addition, the team held brief interviews with City Managers from member agencies and also received email comments describing their views on the best role for WRCOG to play as it relates to their particular agency.

This information helped guide a Strategic Planning Workshop for the Committee held Friday, December 3, 2021. The meeting, which was open to the public, was used to define the agency's Mission Statement, Vision Statement, Core Values and Goals to guide WRCOG's future operations.



WRCOG GOALS

1

Serve as an advocate at the regional, state, and federal level for the Western Riverside subregion.

2

Identify and help secure grants and other potential funding opportunities for projects and programs that benefit member agencies.

3

Ensure fiscal solvency and stability of the Western Riverside Council of Governments.

4

Communicate proactively about the role and activities of the Council of Governments.

5

Develop projects and programs that improve infrastructure and sustainable development in our subregion.

6

Develop and implement programs that support resilience for our region.

7

Provide a safe, inclusive environment that values employees.

Each Goal is intended to focus the agency's fiscal and human resources on areas of highest priority.



MISSION, VISION AND VALUES

The purpose of establishing WRCOG's Mission, Vision and Core Values is to clearly define why the agency was created; how the Executive Committee envisions its future and what principles members and staff will adhere to as part of conducting its business.

Mission

The Mission of the Western Riverside Council of Governments is to facilitate, plan and identify funding opportunities for critical infrastructure projects and programs that benefit its member agencies and the communities they serve.

Vision

The Western Riverside Council of Governments provides a strong regional voice representing the interests of its member agencies, securing funding, and facilitating investments in transportation and infrastructure to ensure a sustainable, safe and economically strong region.

Core Values

Integrity
Transparency
Collaboration
Innovation

Diversity
Accountability
Sustainability
Inclusion



Goal 1:

Serve as an advocate at the regional, state and federal level for the Western Riverside subregion.



The Executive Committee's strongest support was for a goal to re-establish WRCOG as a vocal and recognized advocate for the Western Riverside subregion. Strategies to support this goal include:

- **1.1 Provide consistent updates regarding legislative actions that impact WRCOG member agencies to Committee members and member agency staff members.**
- **1.2 Update the legislative platform detailing WRCOG's position(s) on issues that affect member agencies and actively promote that platform.**
- **1.3 Explore options for the creation of a legislative action committee.**
- **1.4 Provide opportunities for WRCOG members to actively participate in efforts in Sacramento to shape policy and effectively communicate regional successes.**

Goal 2:

Identify and help secure grants and other potential funding opportunities for projects and programs that benefit member agencies.



Many of the WRCOG member agencies lack the capacity to track and apply for grant opportunities to fund projects and programs with both local and regional benefits. The Executive Committee established a goal to prioritize WRCOG's role in tracking funding opportunities and assisting in the application process to secure funds. Strategies include:

- **2.1 Track and provide updates on regional, state and federal grant opportunities of interest to WRCOG and its member agencies.**
- **2.2 Provide staff support and/or access to consultants for grant research and application preparation.**
- **2.3 Consider providing training opportunities for grant writing and management to member agencies.**

[illegible]

- **3.1 Maintain sound, responsible fiscal policies.**
- **3.2 Develop a process to vet fiscal impact(s) and potential risk(s) for all new programs and projects.**
- **3.3 Provide detailed financial statements for public review online.**

Goal 4: Communicate proactively about the role and activities of the Council of Governments.



The Executive Committee believes communication with local and regional agencies is essential to the long-range viability of WRCOG. Staff has already begun work on several strategies including the following:

- **4.1 Develop a Communications Strategic Plan.**
- **4.2 Use social media to disseminate positive news, milestones and accomplishments throughout the region.**
- **4.3 Promote regional interaction and coordination with surrounding communities and service providers including schools, economic development interests, transportation and non-profit agencies.**

Goal 5:

Develop projects and programs that improve infrastructure and sustainable development in our region.



The Executive Committee remains committed to prioritizing investments in Western Riverside County that contributes to its future economic development and overall quality of life for its residents. By providing a regional forum to address, define and deliver solutions to regional problems, WRCOG can serve a critical role in contributing to the overall health of the region. Strategies include:

- **5.1 Support investment in projects, infrastructure and programs in the region including:**
 - 5.1.1 Transportation infrastructure,
 - 5.1.2 Water and wastewater infrastructure, and
 - 5.1.3 Broadband/Smart Cities infrastructure.
- **5.2 Support the Resilient IE Grants in conjunction with the San Bernardino County Transportation Authority.**
- **5.3 Continue collaboration with regional agencies to address pollution control, stormwater runoff and other environmental concerns.**

Goal 6: Develop and implement programs that support resilience for our region.



WRCOG has delivered several successful programs which have supported resilience throughout the Western Riverside County subregion. The Executive Committee supports these efforts by establishing a specific goal to address efficiency. Strategies include the following:

- **6.1 Incentivize programs for saving electricity, water and other essential resources through the Inland Regional Energy Network.**
- **6.2 Supporting efforts to promote the Clean Cities Coalition.**
- **6.3 Continuing to support the Solid Water & Recycling Program.**

Goal 7:

Provide a safe, inclusive environment that values employees.



WRCOG employees are fundamental to carrying out the Strategic Plan and ensuring that each goal is achieved. The purpose of this goal is to ensure that the COG continues to provide a positive work environment and can retain and attract high quality employees. Strategies include the following:

- **7.1 Develop and implement organization-wide staff succession planning.**
- **7.2 Support employee training, enrichment and recognition, including team building opportunities.**
- **7.3 Establish clear performance standards for the workforce and provide annual employee reviews.**
- **7.4 Promote diversity, equity and inclusion in all hiring practices.**

Attachment

WRCOG Strategic Plan Workshop
Presentation - January 12, 2024



WELCOME

STRATEGIC PLANNING SESSION

Did You Know?



Founded in 1991



Over **2** million people served in the WRCOG region

Connects 18 cities, the County of Riverside, 2 water districts, the County Board of Education, and March JPA



\$111M for transportation projects since 2021



Local Resiliency programs and special events for cleaner communities



4 Regional programs providing the community with clean energy options



Mission Statement

The Mission of the Western Riverside Council of Governments is to facilitate, plan, and identify funding opportunities for critical infrastructure projects and programs that benefit its member agencies and the communities they serve.



Vision Statement

The Western Riverside Council of Governments provides a strong regional voice representing the interests of its member agencies, securing funding, and facilitating investments in transportation and infrastructure to ensure a sustainable, safe, and economically strong region.



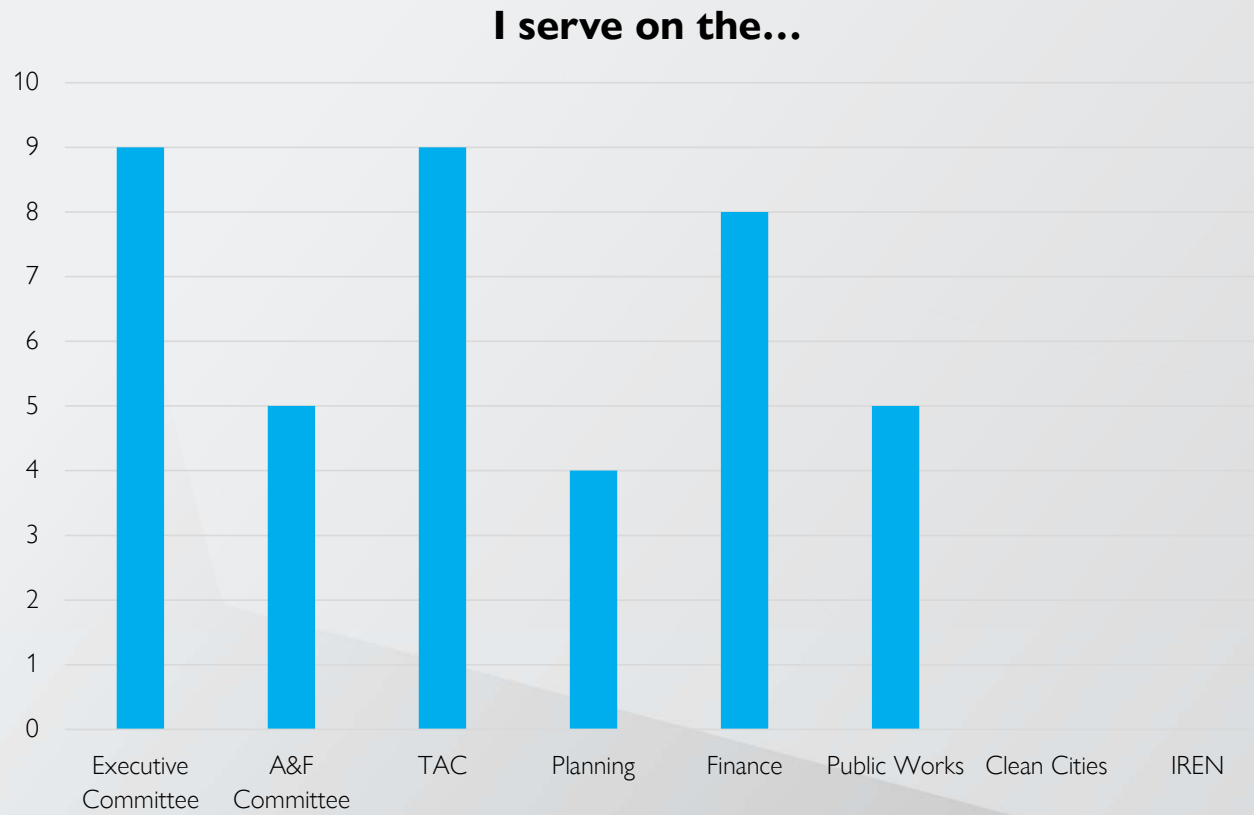
Core Values

Integrity
Transparency
Collaboration
Innovation

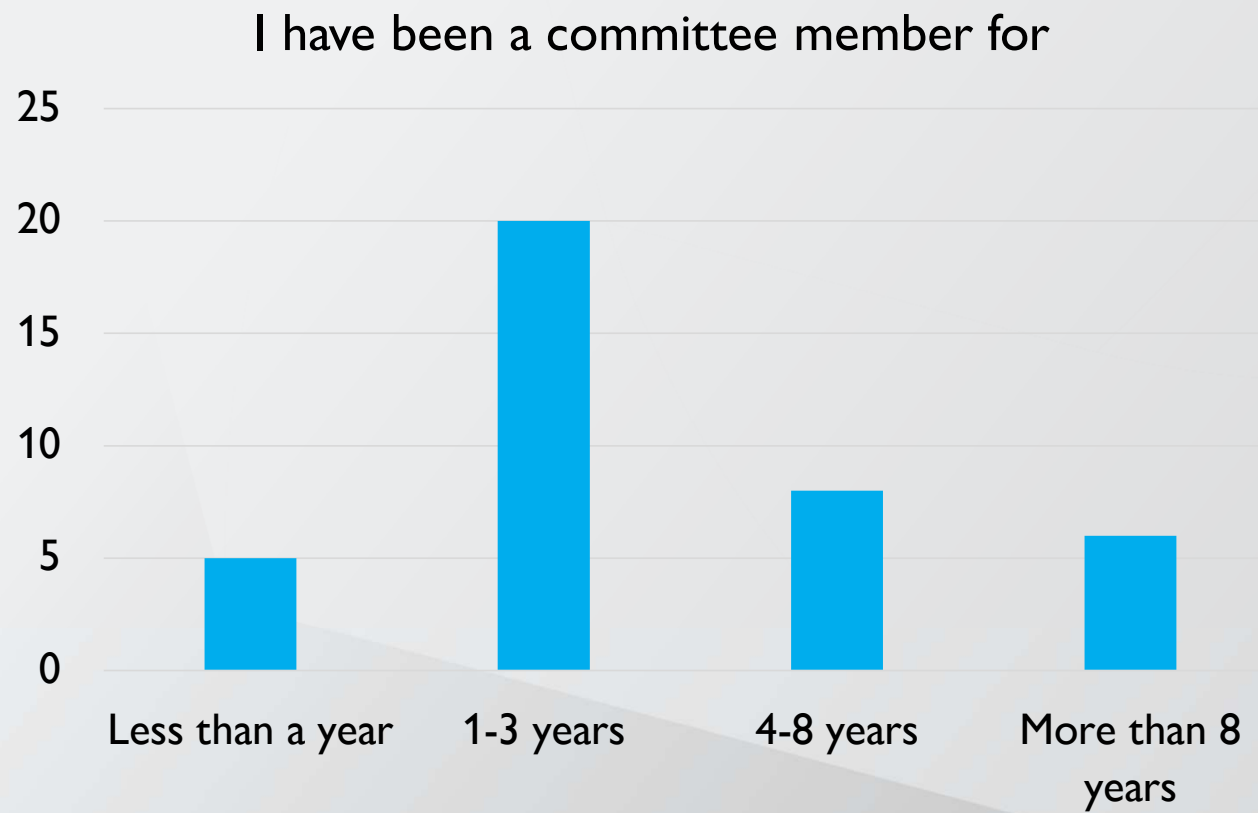
Diversity
Accountability
Sustainability
Inclusion



Member Survey

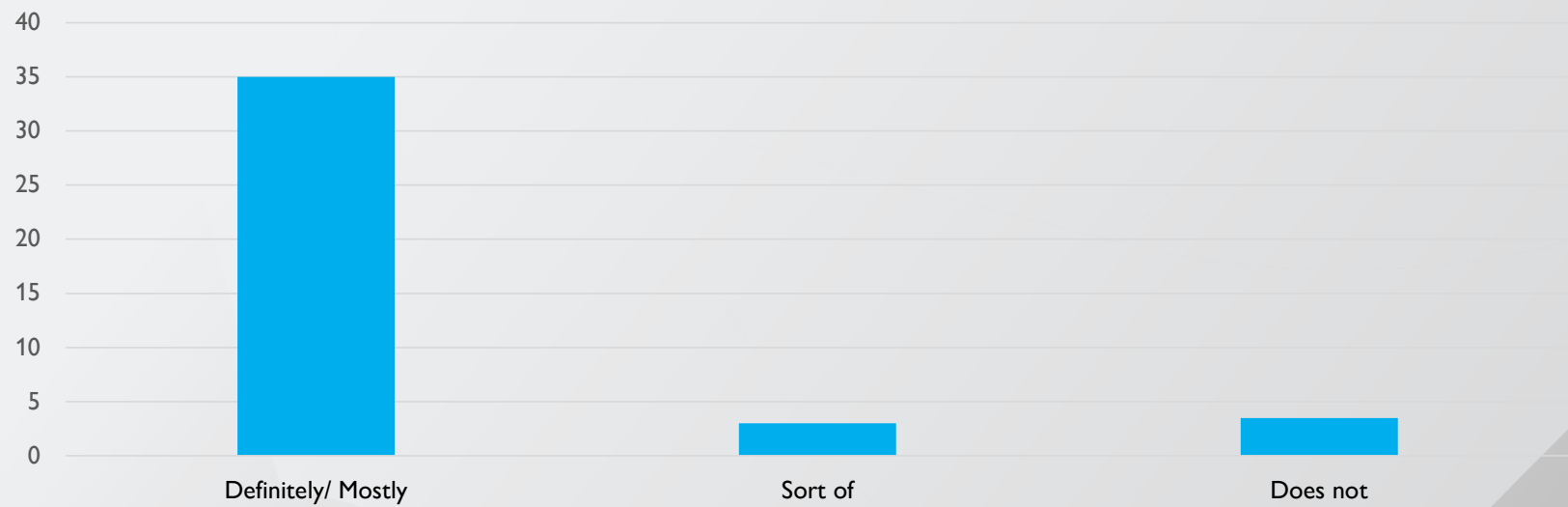


Member Survey



Member Survey

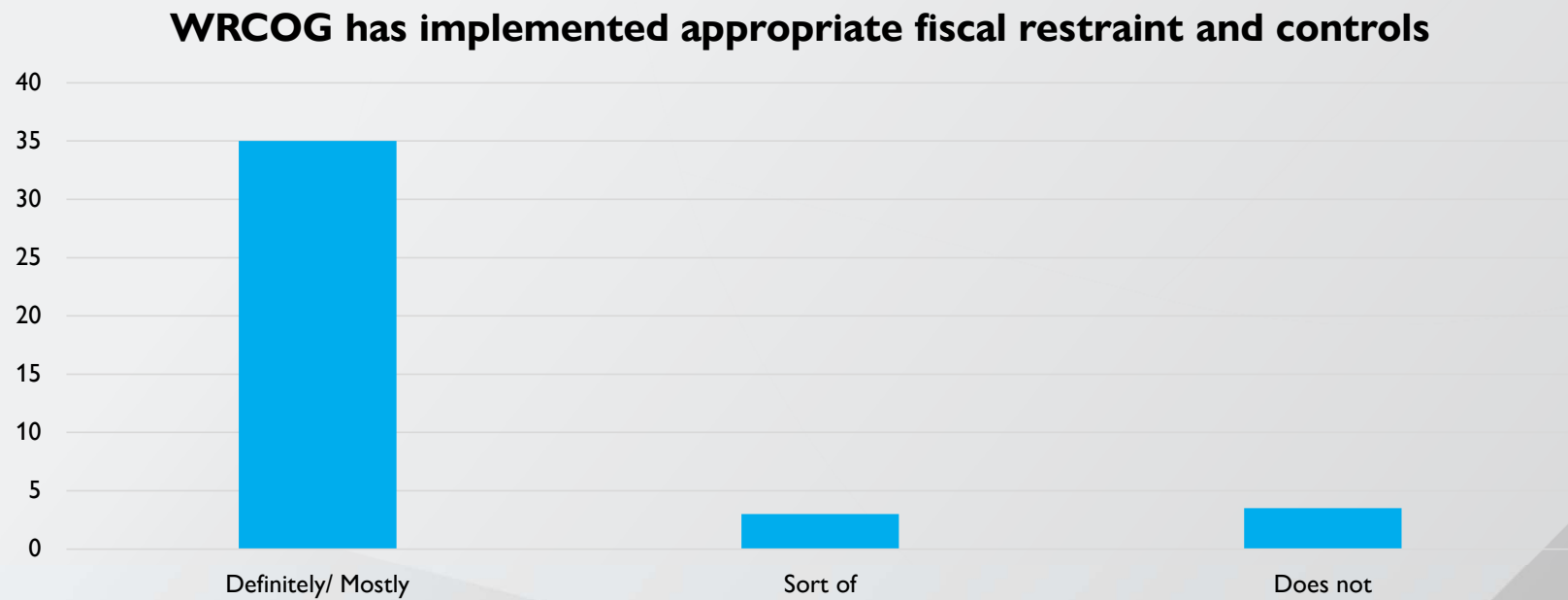
WRCOG Has a Clear Mission



Member Survey

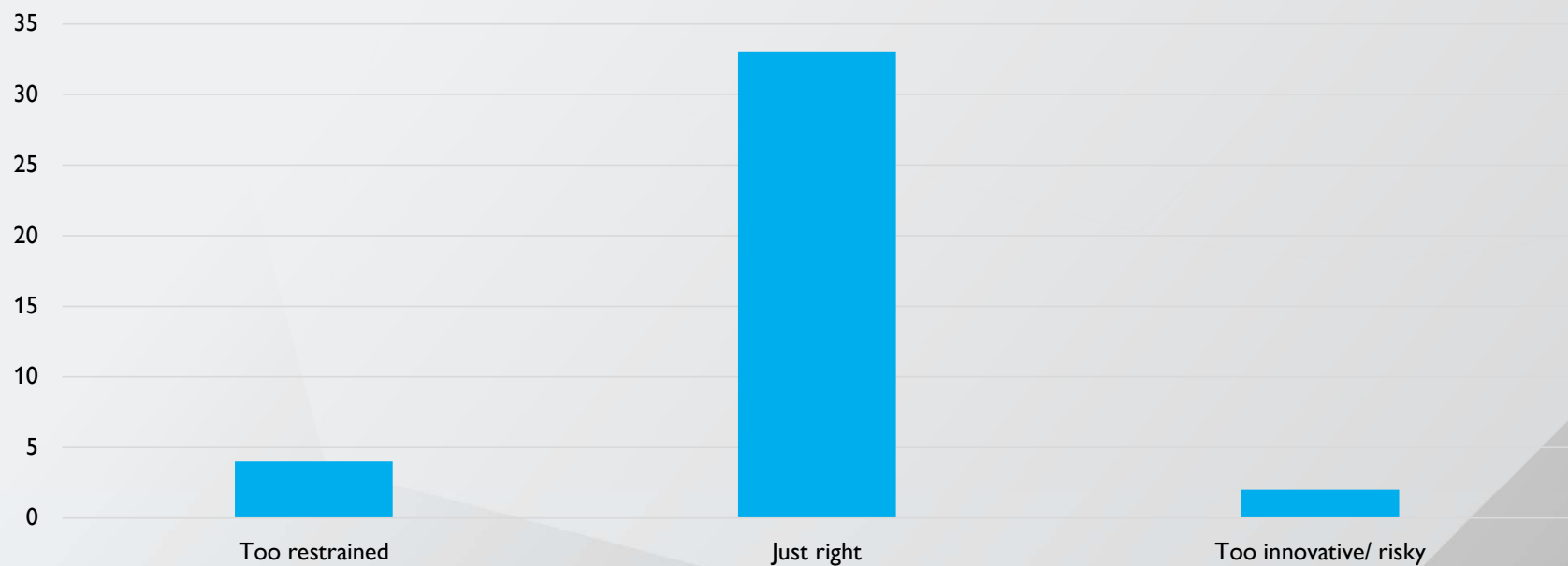


Member Survey



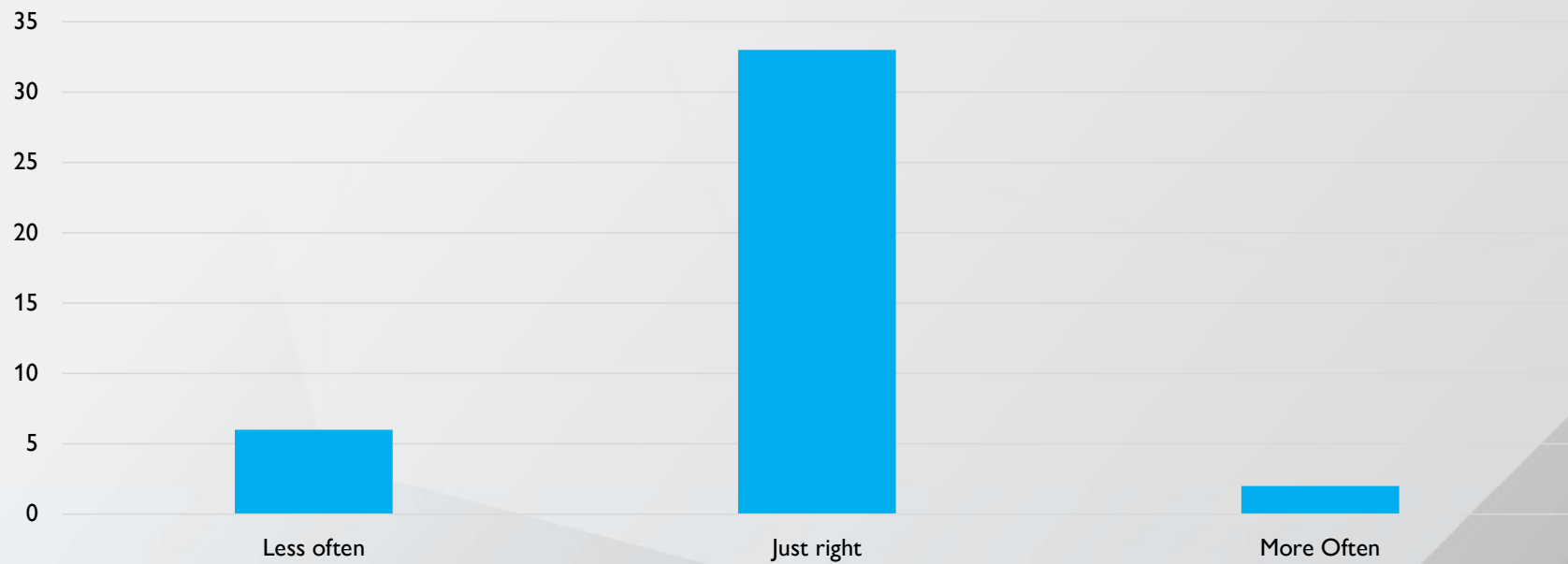
Member Survey

WRCOG's balance between fiscal restraint and innovation and risk is...



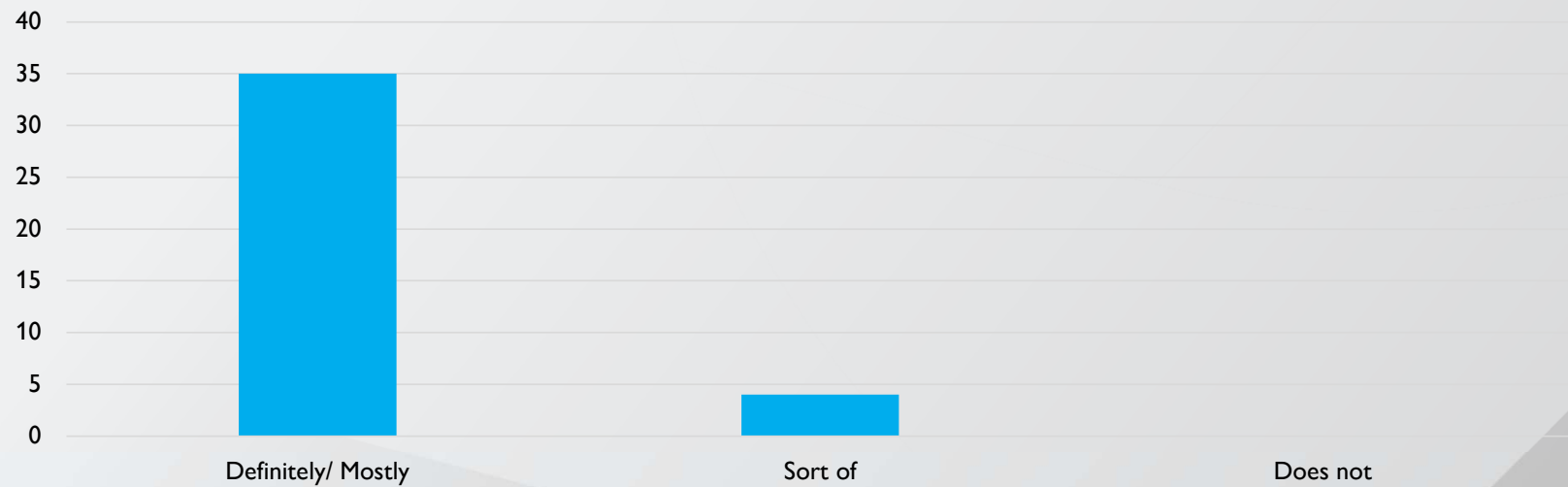
Member Survey

Committee meetings should happen...



Member Survey

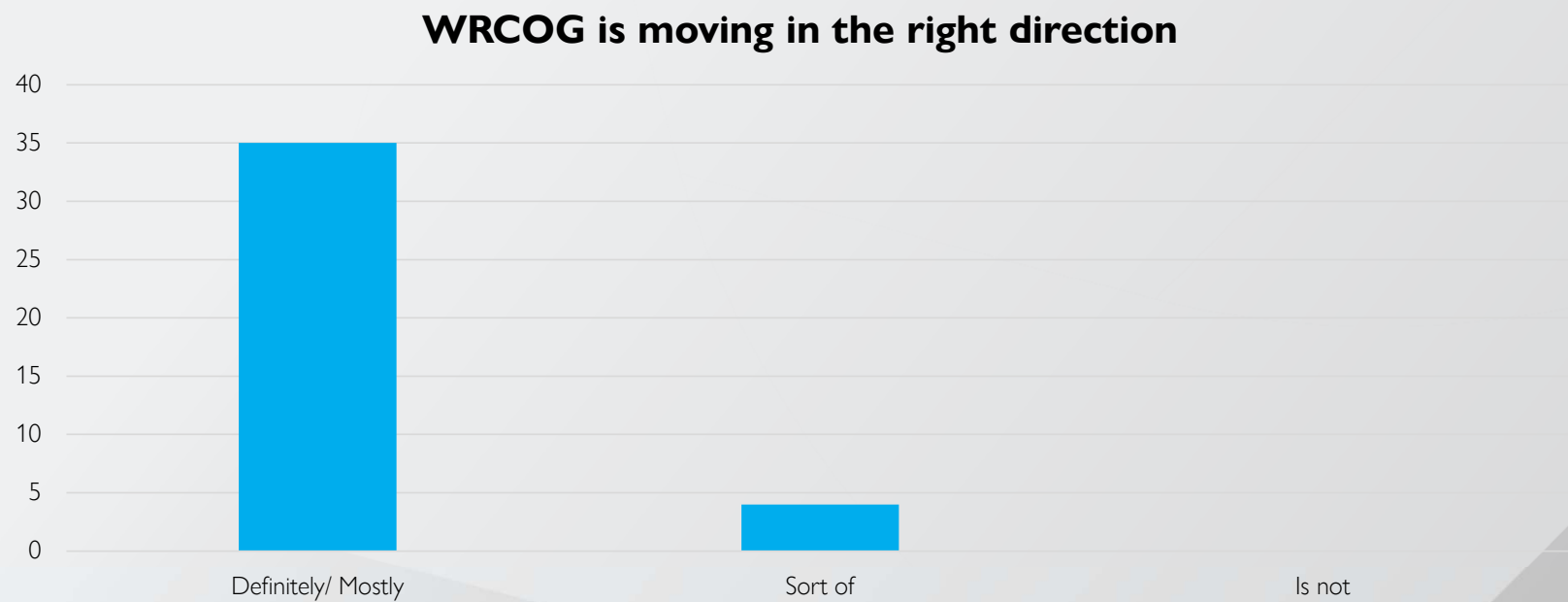
I am provided enough information to cast informed votes



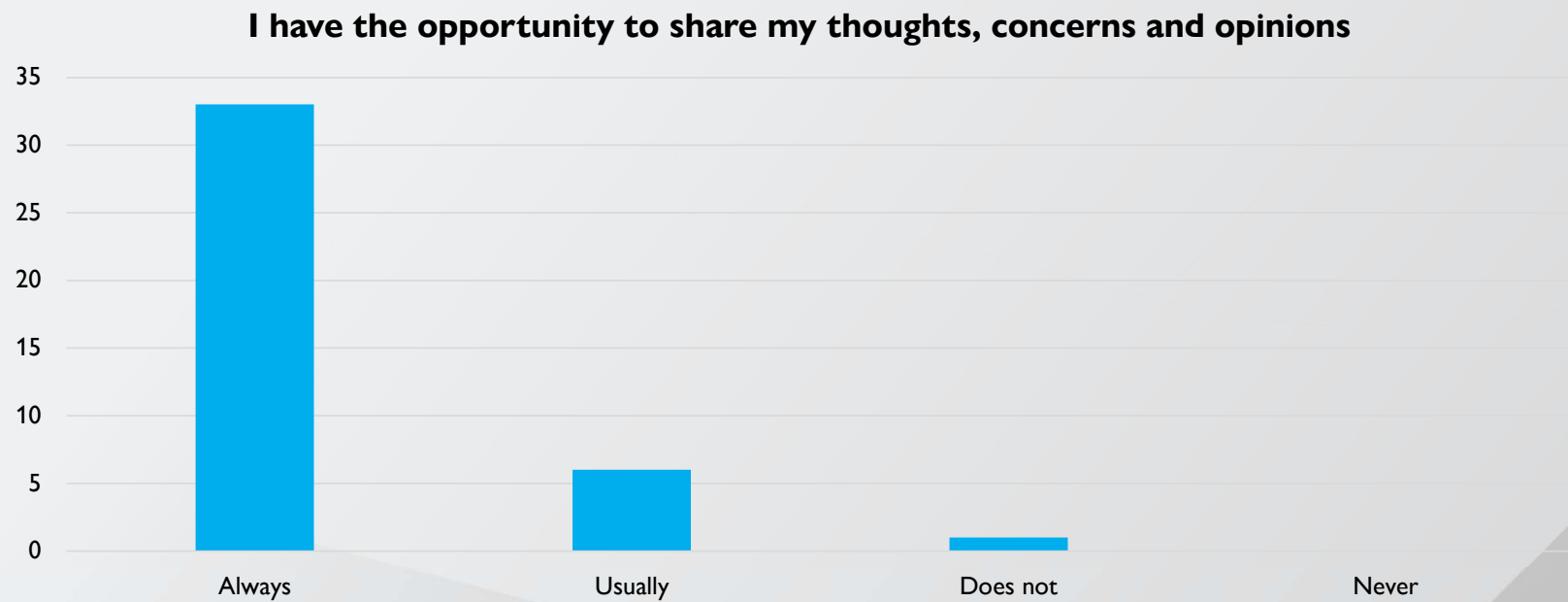
Member Survey



Member Survey

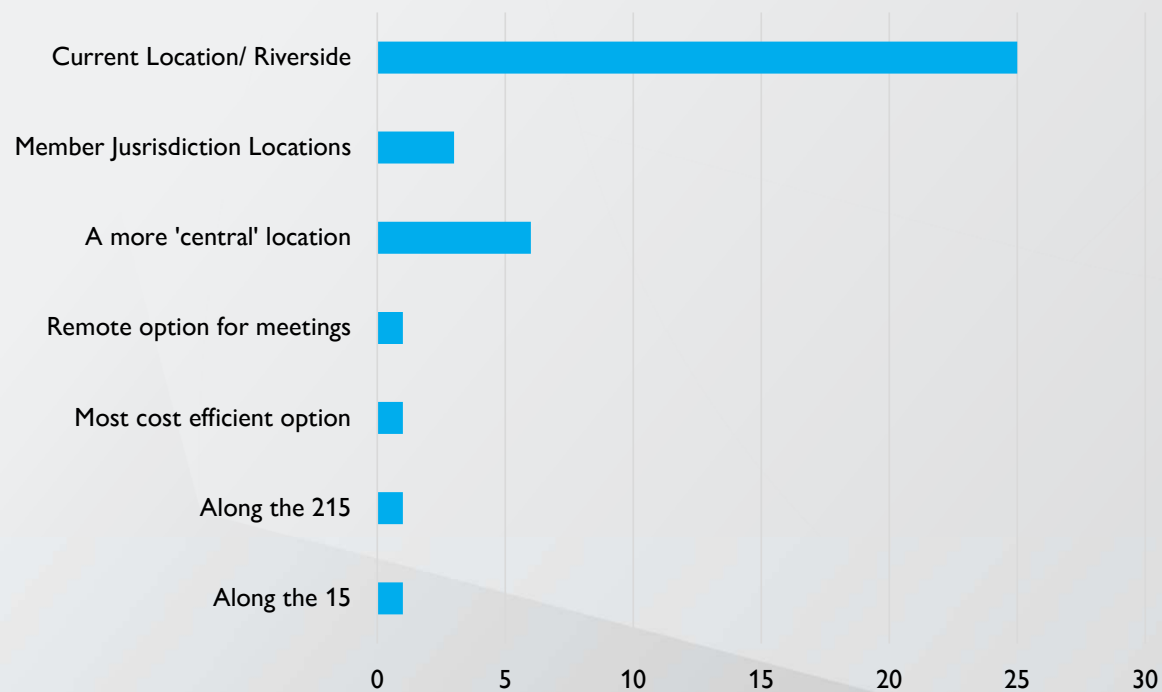


Member Survey



Member Survey

Where (geographically) should the WRCOG offices be located?



On which activities should WRCOG focus its resources?



Member Survey

Are there any thoughts you'd like to share?

- Enjoyed the Fellowship program; would use it more if we could have this funded through WRCOG entirely.
- I am displeased with WRCOG's approach of regularly outsourcing programs that cities are obligated to follow. It would be more beneficial if they had trained staff readily available to offer assistance or guidance on these matters. If programs are consistently outsourced, it raises the question of the purpose of membership.
- Still looking for more clarity on WRCOGs mission and value add. I'm not seeing a strong case currently for why it exists.
- I recommend that WRCOG consider collaborating more closely with RCFC&WCD to help provide more regional solutions, funding, projects, etc... for NPDES programs. I also suggest that WRCOG consider being involved with regional grant applications for projects that span or benefit multiple jurisdictions and agencies. I am newer to the Solid Waste committee but I think more frequent meetings there could be helpful. I understand from a recent meeting our agency had with CalRecycle that they feel our meeting frequency is not enough.



Member Survey

- Enjoying the new leadership. I believe the last many years of the prior leadership saw WRCOG venturing into areas likely outside the intent of the JPA.
- I believe WRCOG is in a better financial position, that the staff is working well and efficiently, and that Dr. Kurt Wilson has brought with him invaluable skills that have greatly improved WRCOG and our staff.
- I'd recommend changing the format for the way financials are presented.
- I think WRCOG could have a strong voice on legislative matters.
- I think we need to look at options to a different type of general assembly. Such as a breakfast or online voting something less labor intensive for staff.



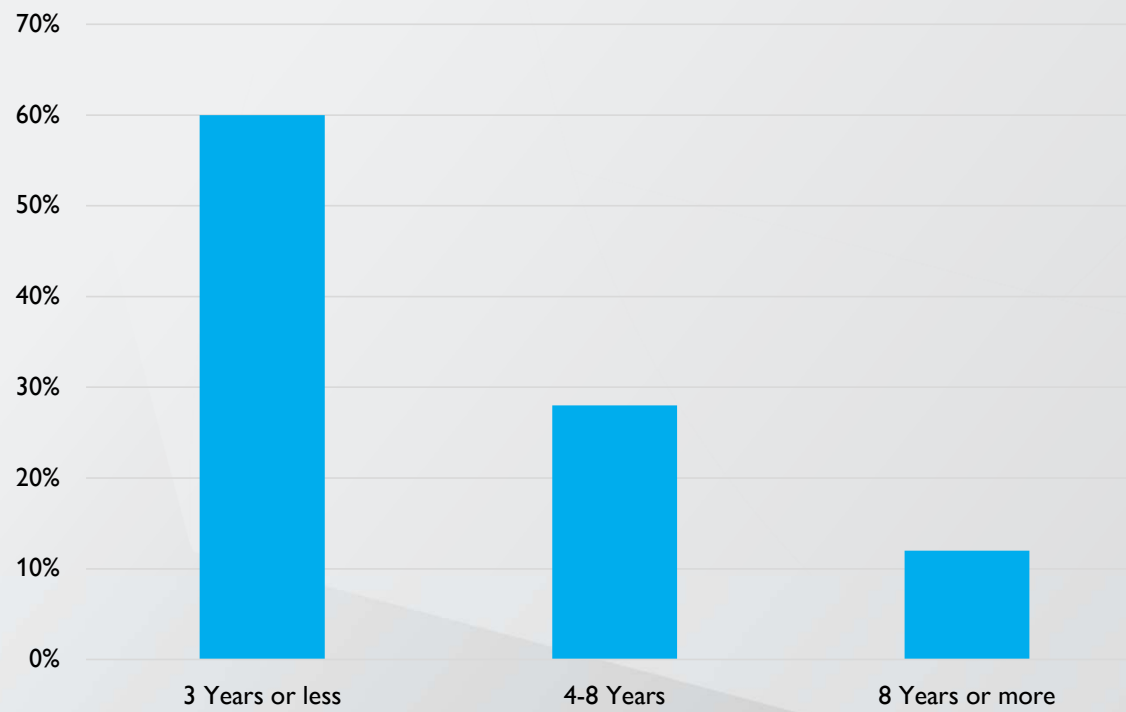
Member Survey

- I'm impressed with the team. Happy to be a part of this group!
- Wish cities would work together more instead of serving self interests
- I think we are on the right track.
- Thanks to Kurt for his leadership
- Get out of the energy business.



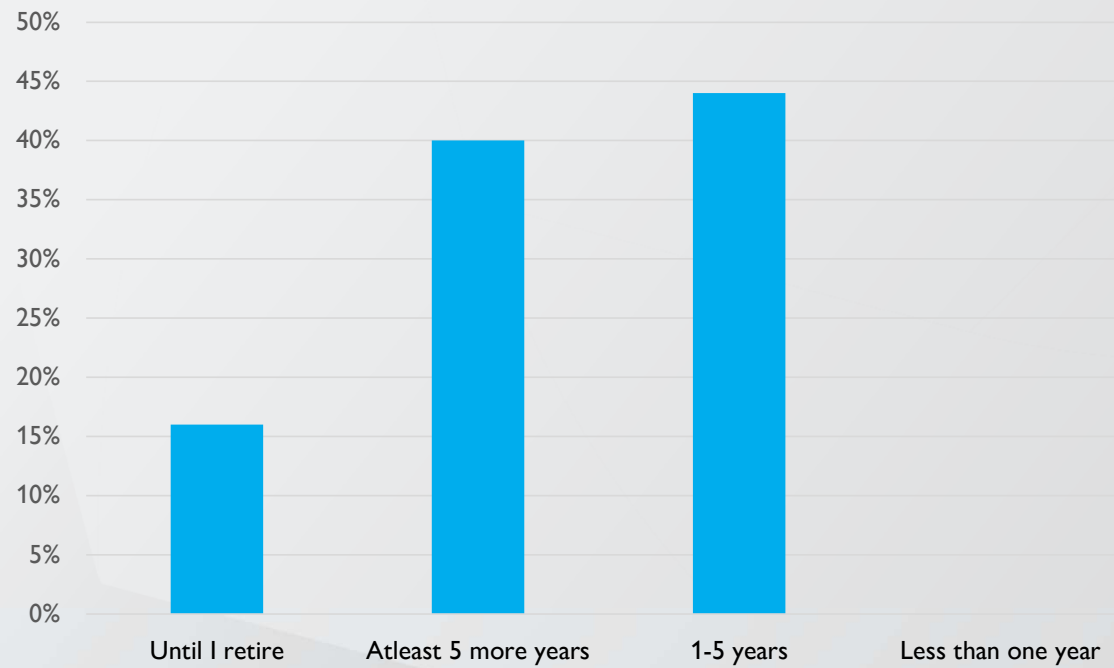
Employee Survey

Working at WRCOG



Employee Survey

Plans to continue with WRCOG



Employee Survey

	Definitely/ Mostly	Sort of	Not at all
I am _____happy working for WRCOG	100%		
I feel safe in my work environment	100%		
I feel valued/ seen at work	88%	12%	
WRCOG cares about my professional growth and development	84%	16%	
WRCOG respects my work-life balance	100%		
I enjoy working with my colleagues	100%		
My colleagues are as committed to hard work as I am	92%	8%	
I have confidence in the vision and abilities of senior management	96%	4%	
I bring value by providing meaningful work	96%	4%	



Employee Survey

	Definitely/ Mostly	Sort of	Not at all
WRCOG's reputation has improved in the last few years	100%		
Remote work options are important to me	92%	8%	
A modified work schedule is important to me	96%	4%	
Committee members understand/ appreciate the full scope and value of WRCOG	60%	36%	4%

	Too much	the right amount	Not enough
I have access to training to improve my skills	0	84%	16%

	high	about average	low
My compensation level is	4%	84%	12%
We have opportunities for social interactions with co-workers		88%	12%



Goal #1: Serve as an advocate at the regional, state, and federal level for the Western Riverside region

Completed

- Approved the 2023 Legislative Platform
- Formed a Legislative Advocacy Committee
- Participated in Legislative Hearing regarding warehouses and their impacts in Western Riverside County
- Attended over 80 Community events and 120 Stakeholder meetings
- Hosted WRCOG Open House

In Progress

- Additional engagement with State and Federal legislative and regulatory bodies



Goal #2: Identify and help secure grants and other potential funding for projects and programs that benefit member agencies

Completed

- Bi- Weekly Grant Update
- Bi-weekly Housing
- Grant Updates
- \$6 million in grants for WRCOG programs
- 7 Direct Assistance Projects funded by SCAG REAP Grant

In Progress

- Application for \$200M in CPRG funding
- Application for \$200M CEC Grant
- Qualifying for \$1.5M REAP 2.0 Grant



Goal #3: Ensure fiscal solvency and stability of the Western Riverside Council of Governments

Completed:

- New framework for programs and projects
- FY 2021/2022 Audit received an unmodified opinion
- Applied for GFOA Award for Annual Comprehensive Financial Report
- Foundation fund balance
- Completed initial fiscal sustainability model
- Fiscal department review recommendations implemented

In Progress:

- Cost Savings Project
- New Accounting Software



Goal #4: Communicate proactively about the role and activities of the Council of Governments

Completed:

- Regular Social Media and Newsletter Communication
- Regular participation in Member Events and Agency Milestone Celebrations
- General Assembly Event with attendance topping 700
- Co-Host Regional Water Task force

In Progress:

- Website Refresh and Updates
- General Assembly 2024
- Communications Master Plan
- Community Presentations



Goal #4: Communicate Proactively

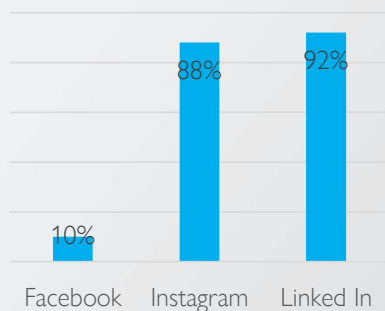
E- Communicator

	2023 Average
Sent	1500
Open Rate	32%
Unique Click Thru	4%
Most popular stories	Water Task Force Year End Forum Fellowship I-REN Food Rescue Program

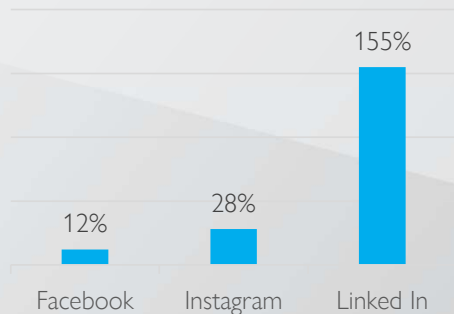


Social Media

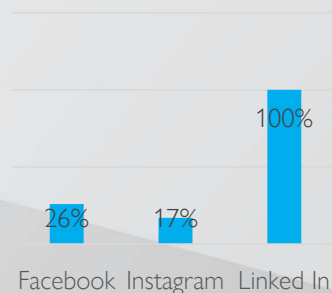
Followers 01/23- 01/24



Impressions/ Reach 01/23- 01/24



Page Visits/ Interactions 01/23- 01/24



	Most Engaging Posts
FB	Fellowship Opportunities and Oil Filter events ESA Day WRCOG Open House
IG	GA Recap Fellowship Streetlights Program ESA Day
LI	WRCOG at State of the City Celebrations Fellowship Opportunities



Goal #5: Develop projects and programs that improve infrastructure in our subregion

Completed:

- Collected \$70M (FY 2021/2022) and \$41M (FY 2022/2023)
- Monthly Updates and Financial Collections of TUMF Fees (\$10M)
- Zone Meetings and Yearly TIP updates
- Technical work for the TUMF Nexus Study
- Completed our Industrial Trip Generation Study
- Transitioned 2 agencies to use the online TUMF payment platform (Beaumont, Lake Elsinore)
- Secured \$2M in grants for Climate Resiliency Project
- TUMF Expenditure Report

In Progress:

- New TUMF Nexus Study
- Regional study on VMT mitigation



Goal #6: Develop and implement programs that support resilience for our region.

Completed:

- Reunited \$139,920 with its rightful owners through PACE Escheatment
- Secured \$142,000 for property owners with PACE assessments through the California Housing Finance Agency
- Placed 11 Energy Fellows
- 57 I-REN related workshops with member agencies
- Hosted 24 used oil events
- Implemented the regional food rescue programs with 5 member agencies

In Progress

- Used Oil Program grant from the State of California
- 12 Electronic Annual Reports for member agencies
- Used Oil Annual Reports for 16 member agencies
- 6 Love Your Neighborhood Events
- Secured long-term funding for the Love Your Neighborhood and Regional Energy Pathways Ambassador programs
- Assisted member agencies with securing \$800,000 in grants for Broadband projects



Goal #7: Provide a safe, inclusive environment that values employees.

Completed:

- Implemented the Classification & Compensation Study
- Completed Round 7 of the Fellowship Programs
- Implemented Pre-Employment Screening and Safety Monitoring for employees

In Progress:

- Round 8 of the Fellowship
- Comprehensive Update of Agency Policies & Procedures



WRCOG is developing a comprehensive training program

- CalPERS Educational Forum
- MMASC Conference
- California Society of Municipal Finance Officers Conference
- Confident Communicators Workshops modeled after Toastmasters
- Monthly Lunch and Learns for staff on various topics
- Executive and ICA Conferences
- Partnerships:
 - County of Riverside – COR Learning
 - East Inland Empire Employment Relations Consortium –
Liebert Cassidy & Whitmore



Guiding Principles

- Do the right thing on behalf of those impacted by our decisions.
- Continually strengthen our financial position by protecting the General Fund, mitigating risks, and focusing on long-term financial impacts of decisions.
- Maximize value to member agencies and their constituents through transparency, consumer protections, and operational efficiencies.
- Purposefully allocate resources to activities that are consistent with the WRCOG mission by resisting the temptation to take on new programs that are not aligned with that mission





Thank you!

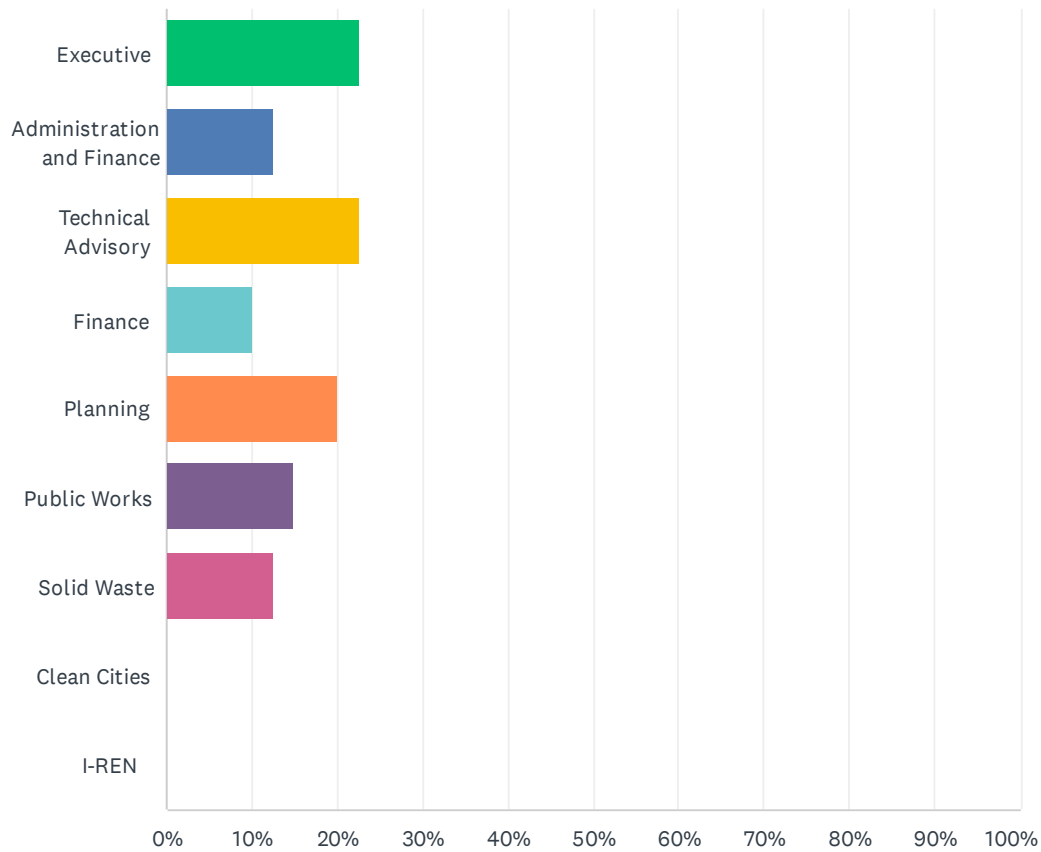


Attachment

WRCOG 2023 MEMBERS SURVEY RESULTS

Q1 I serve on the _____ committee.

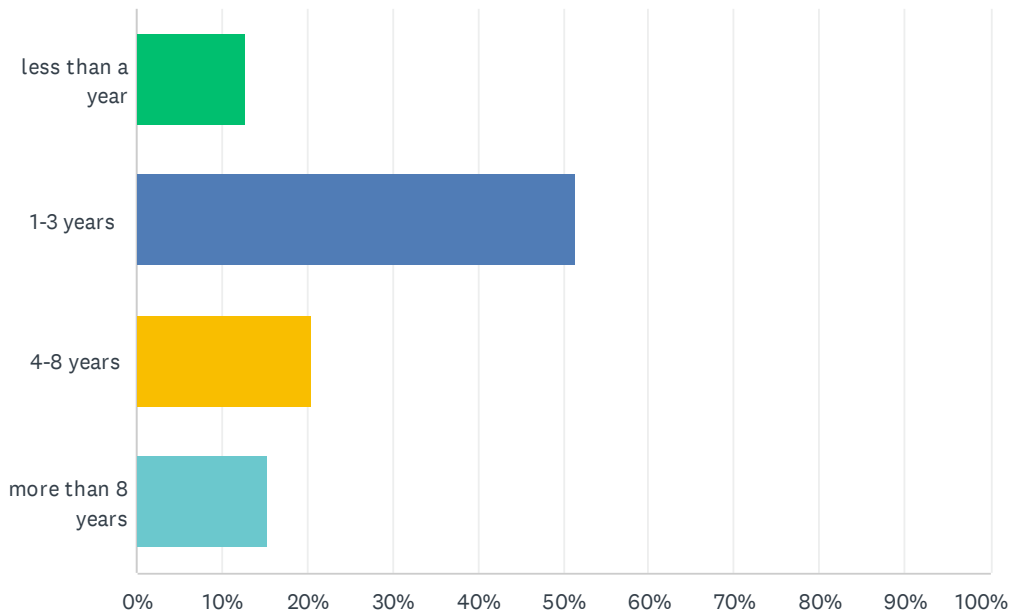
Answered: 40 Skipped: 0



ANSWER CHOICES	RESPONSES	
Executive	22.50%	9
Administration and Finance	12.50%	5
Technical Advisory	22.50%	9
Finance	10.00%	4
Planning	20.00%	8
Public Works	15.00%	6
Solid Waste	12.50%	5
Clean Cities	0.00%	0
I-REN	0.00%	0
Total Respondents: 40		

Q2 I have been a committee member for

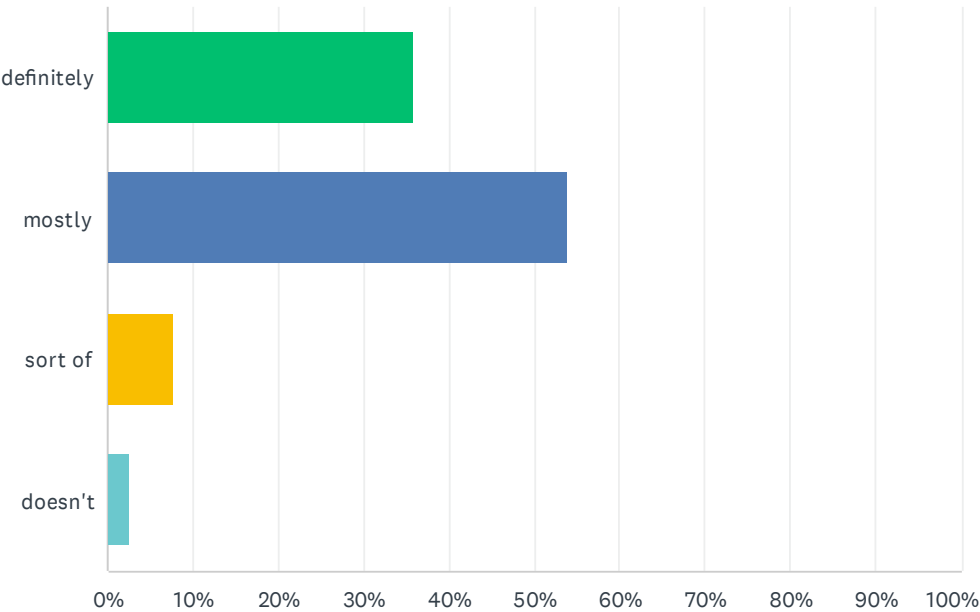
Answered: 39 Skipped: 1



ANSWER CHOICES	RESPONSES	
less than a year	12.82%	5
1-3 years	51.28%	20
4-8 years	20.51%	8
more than 8 years	15.38%	6
TOTAL		39

Q3 WRCOG _____ has/have a clear mission.

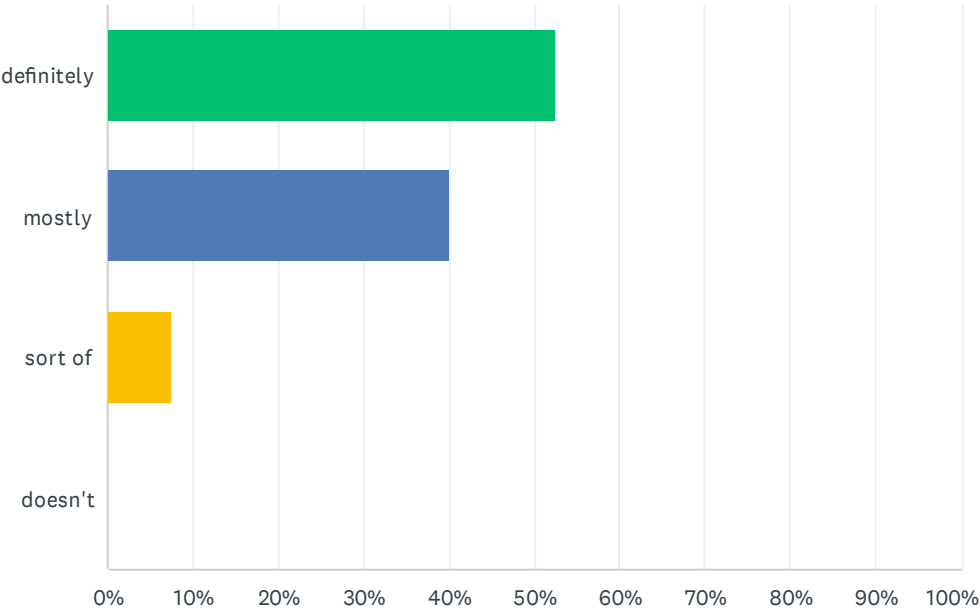
Answered: 39 Skipped: 1



ANSWER CHOICES	RESPONSES	
definitely	35.90%	14
mostly	53.85%	21
sort of	7.69%	3
doesn't	2.56%	1
TOTAL		39

Q4 WRCOG _____ engage(s) in activities that are consistent with its purpose.

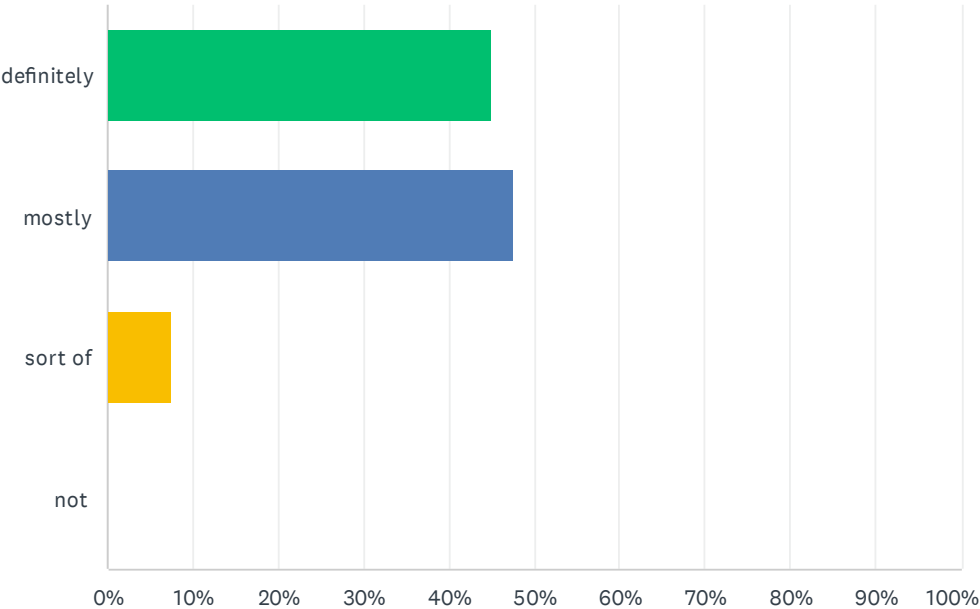
Answered: 40 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	52.50%	21
mostly	40.00%	16
sort of	7.50%	3
doesn't	0.00%	0
TOTAL		40

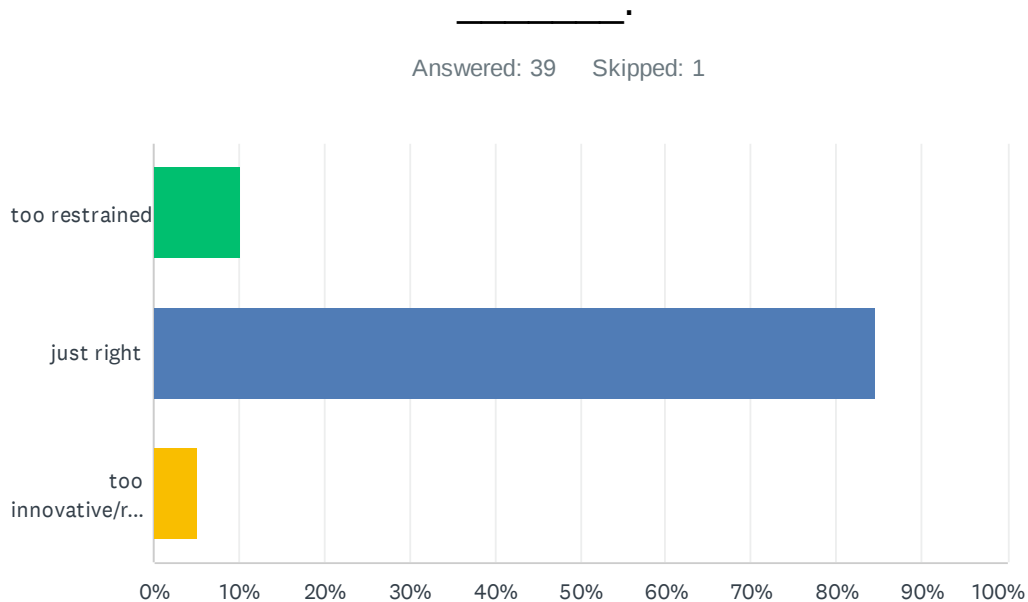
Q5 WRCOG has _____ implemented appropriate fiscal restraint and controls.

Answered: 40 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	45.00%	18
mostly	47.50%	19
sort of	7.50%	3
not	0.00%	0
TOTAL		40

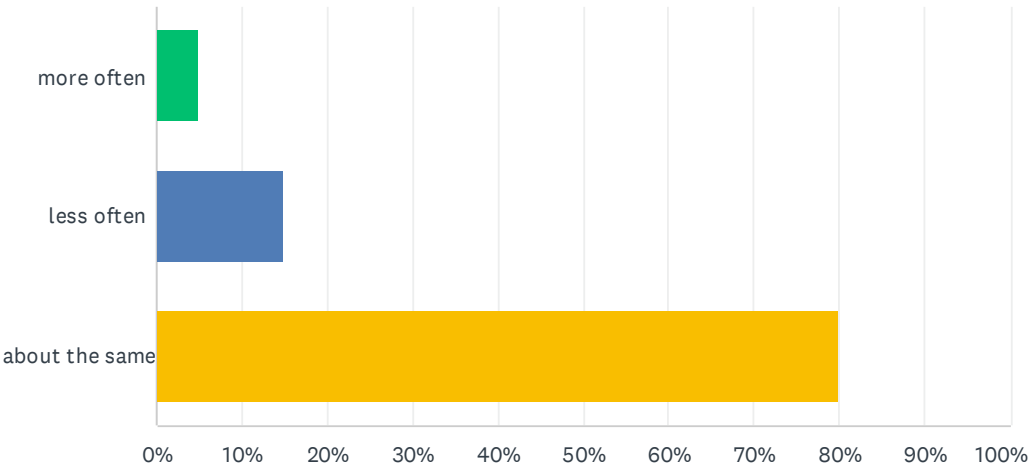
Q6 WRCOG's balance between fiscal restraint and innovation/risk is



ANSWER CHOICES	RESPONSES	
too restrained	10.26%	4
just right	84.62%	33
too innovative/risky	5.13%	2
TOTAL		39

Q7 Committee meetings should happen _____.

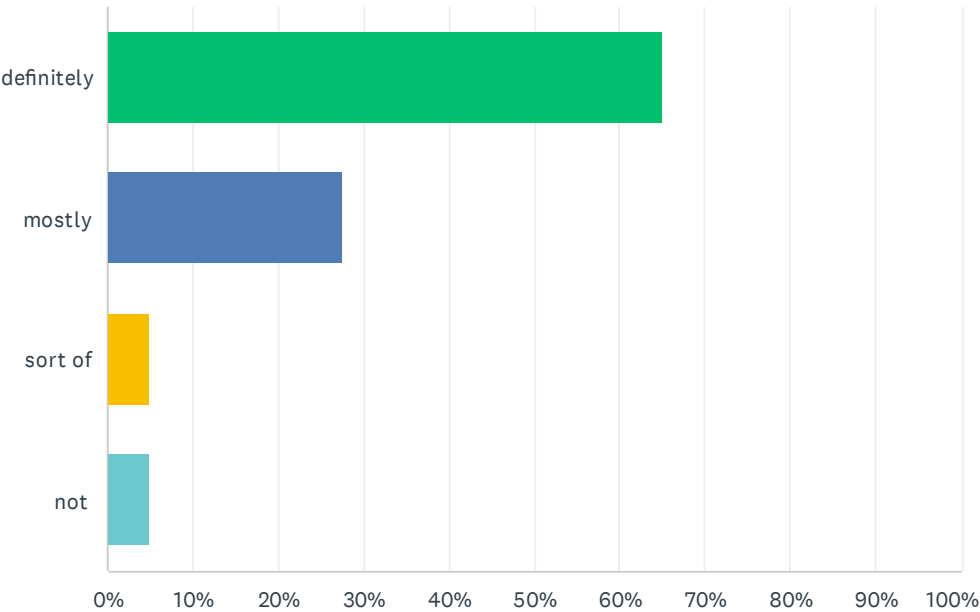
Answered: 40 Skipped: 0



ANSWER CHOICES		RESPONSES	
more often		5.00%	2
less often		15.00%	6
about the same		80.00%	32
TOTAL			40

Q8 I am _____ provided enough information to cast informed votes.

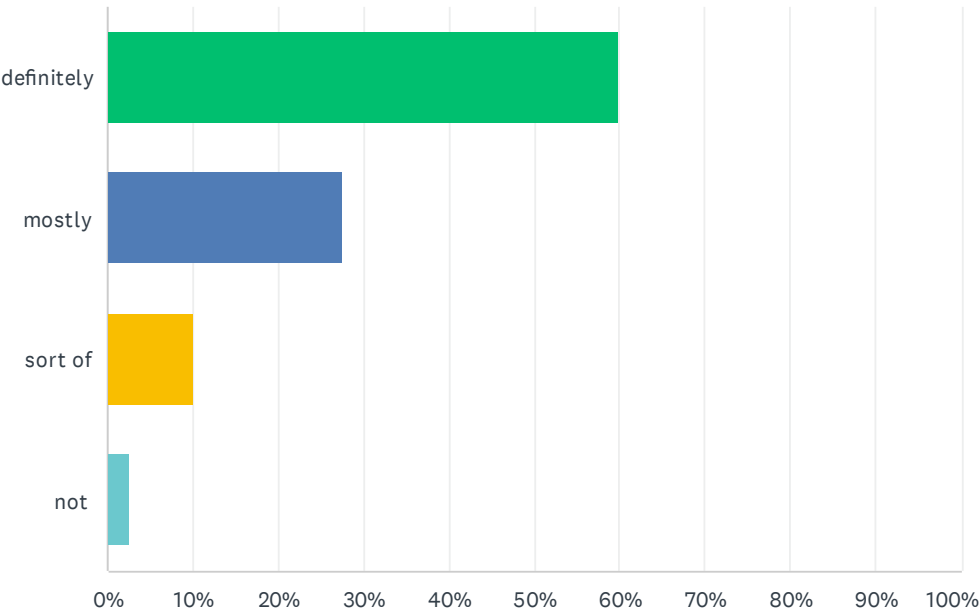
Answered: 40 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	65.00%	26
mostly	27.50%	11
sort of	5.00%	2
not	5.00%	2
Total Respondents: 40		

Q9 I am _____ proud to be associated with WRCOG.

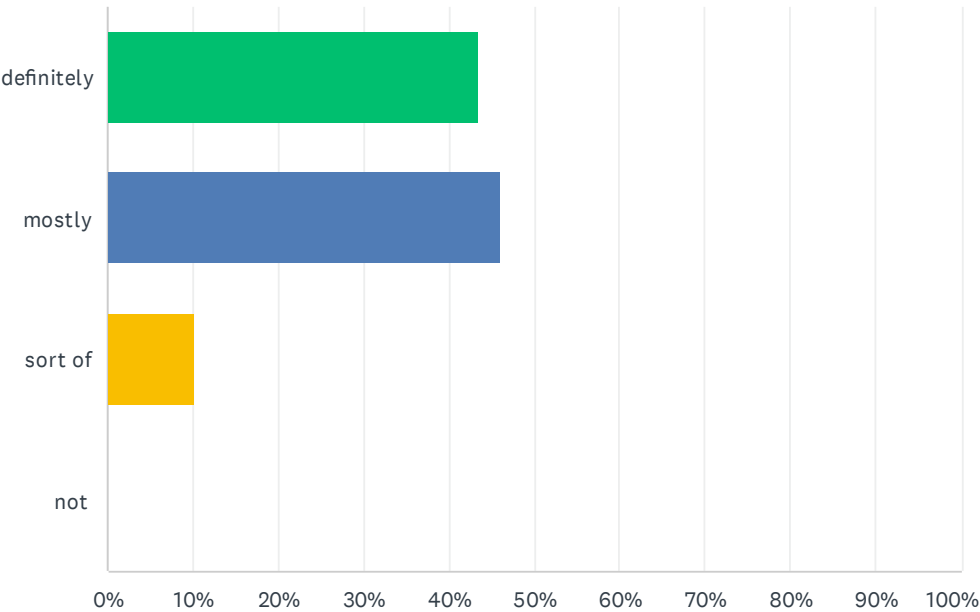
Answered: 40 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	60.00%	24
mostly	27.50%	11
sort of	10.00%	4
not	2.50%	1
TOTAL		40

Q10 WRCOG is _____ moving in the right direction

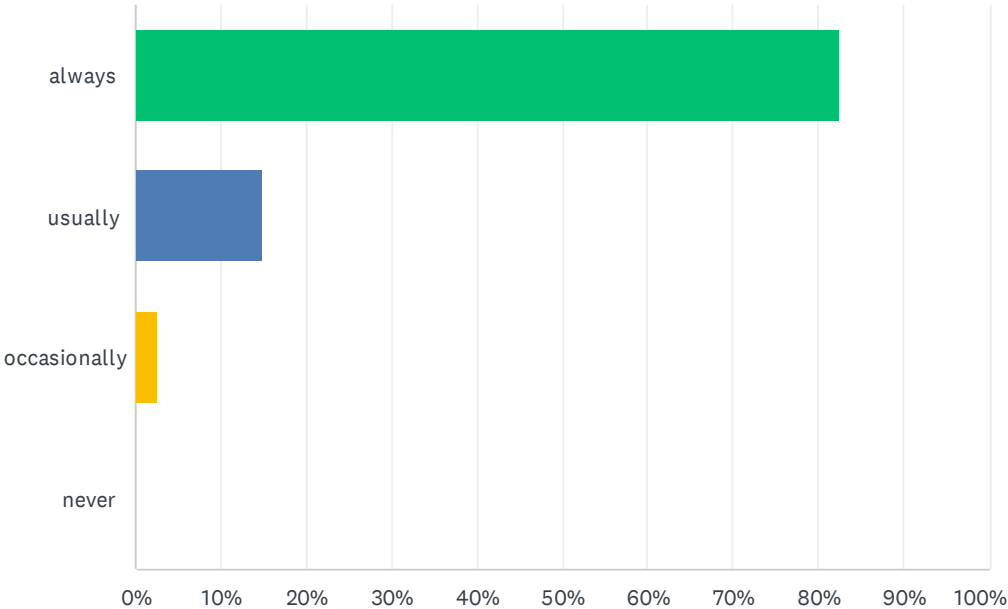
Answered: 39 Skipped: 1



ANSWER CHOICES	RESPONSES	
definitely	43.59%	17
mostly	46.15%	18
sort of	10.26%	4
not	0.00%	0
TOTAL		39

Q11 I _____ have the opportunity to share my thoughts, concerns, and opinions.

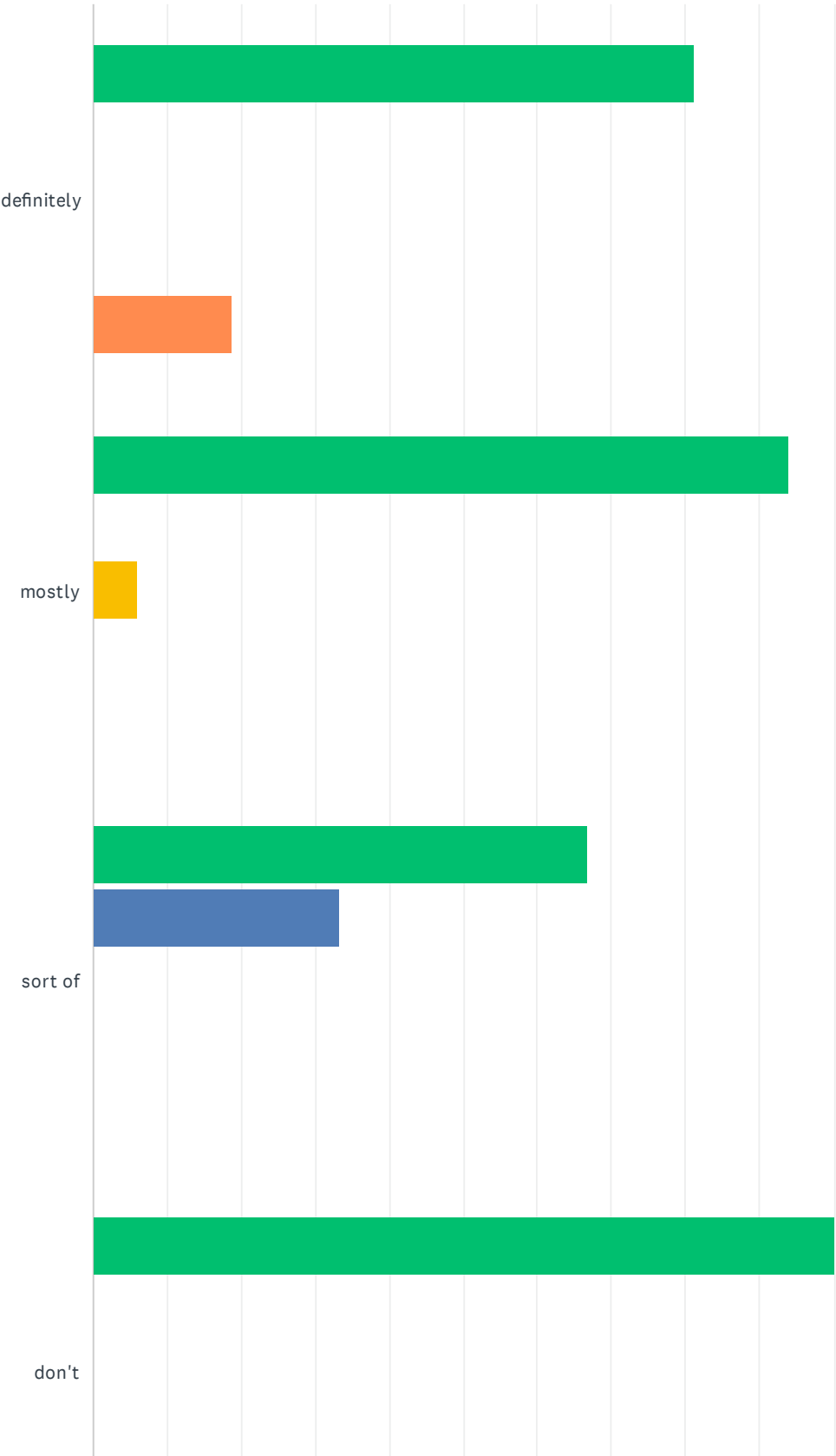
Answered: 40 Skipped: 0



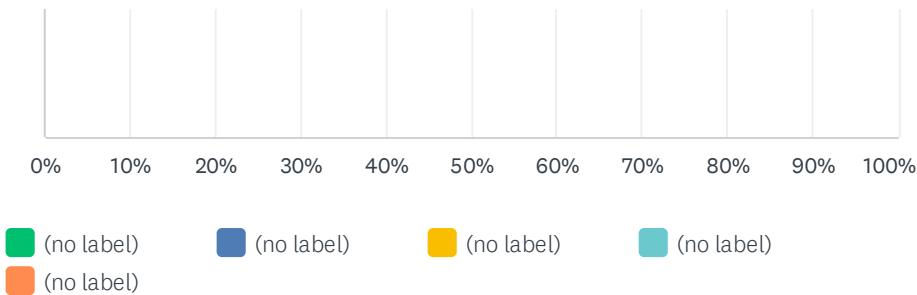
ANSWER CHOICES	RESPONSES	
always	82.50%	33
usually	15.00%	6
occasionally	2.50%	1
never	0.00%	0
TOTAL		40

Q12 I _____ understand the full scope and value of WRCOG.

Answered: 36 Skipped: 4



Committee 2023 annual survey



	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	TOTAL	WEIGHTED AVERAGE
definitely	81.25% 13	0.00% 0	0.00% 0	0.00% 0	18.75% 3	16	1.75
mostly	94.12% 16	0.00% 0	5.88% 1	0.00% 0	0.00% 0	17	1.12
sort of	66.67% 2	33.33% 1	0.00% 0	0.00% 0	0.00% 0	3	1.33
don't	100.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	1	1.00

Q13 Where (geographically) should the WRCOG offices be located?

Answered: 32 Skipped: 8

#	RESPONSES	DATE
1	Current location is ideal.	12/15/2023 1:41 PM
2	A few suggestions. 1) Either near where they already are. 2) along the 15 corridor (Dos Lagos area) 3) along the 215 corridor	11/28/2023 2:30 PM
3	Temecula, of course.	11/28/2023 11:19 AM
4	I like the WRCOG office location where it is in Riverside.	11/20/2023 8:47 AM
5	County government center (where they are currently)	11/16/2023 11:33 AM
6	The current location is acceptable.	11/15/2023 8:54 AM
7	riverside is good	11/14/2023 3:13 PM
8	A centrally located city with less congestion and easier parking would be nice. Getting through Moreno Valley into Riverside is very difficult some days.	11/13/2023 3:39 PM
9	Central to the region it serves	11/13/2023 11:42 AM
10	Riverside.	11/13/2023 8:35 AM
11	Probably where they are, although actively promoting remote meetings would be nice.	11/13/2023 7:24 AM
12	Riverside	11/10/2023 8:59 PM
13	The current location makes sense. However, if there is to be an increased frequency in any meetings, alternative locations similar to what RCTC does for their TAC meetings could help.	11/10/2023 10:47 AM
14	Riverside	11/10/2023 8:11 AM
15	At its current location.	11/9/2023 6:00 PM
16	where the best rent is. actually i do not believe has to be in downtown riverside.	11/9/2023 12:18 PM
17	In the center of the region	11/9/2023 11:42 AM
18	I think it is fine where it is.	11/9/2023 11:20 AM
19	Riverside/Moreno Valley area	11/9/2023 8:45 AM
20	Although traffic is an issue, I think Riverside makes sense due to central location within the region.	11/9/2023 8:42 AM
21	WRCOG is currently located in Riverside, CA. While it is the most populous city, a more centralized location in the County would be ideal for travel of all participating agencies.	11/9/2023 8:14 AM
22	Location is fine	11/9/2023 7:51 AM
23	They should visit local jurisdictions.	11/9/2023 7:32 AM
24	No changes	11/9/2023 7:26 AM
25	Riverside makes the most sense to me.	11/9/2023 6:37 AM
26	Riverside is fine. it's hard to find a central place.	11/8/2023 10:28 PM
27	Riverside is fine	11/8/2023 10:26 PM
28	City of Riverside	11/8/2023 8:50 PM
29	Riverside City seems fair and centrally located to most.	11/8/2023 8:00 PM
30	Riverside	11/8/2023 5:28 PM

Committee 2023 annual survey

31	Riverside is perfect.	11/8/2023 5:27 PM
32	Riverside	11/8/2023 5:25 PM

Q14 On which activities should WRCOG focus its resources?

Answered: 27 Skipped: 13

#	RESPONSES	DATE
1	Regional opportunities for homeless, and funding opportunities for housing and energy efficiency.	12/15/2023 1:41 PM
2	Just as the manual says: a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems; b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County; c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.	11/28/2023 2:30 PM
3	WRCOG is innovative and searching for programs that can benefit the region. Keep it up.	11/28/2023 11:19 AM
4	Energy, battery storage, charging stations, electric car battery recycling, green house gas consultant to develop a model on activities.	11/16/2023 11:33 AM
5	On its core mission. TUMF is a big part of this mission, so advocating for transportation infrastructure should be a priority.	11/15/2023 8:54 AM
6	intergovernmental coordination	11/14/2023 3:13 PM
7	Infrastructure is prime. Our area has grown so much, and we need to make sure our roads are in good shape and the noise and air quality remain good.	11/13/2023 3:39 PM
8	Regional advocacy to the State and County	11/13/2023 11:42 AM
9	Notifying members about the full range of services at their disposal.	11/13/2023 8:35 AM
10	Perhaps on a suite of services that different jurisdictions can opt in to participating in, so that Cities only participate in those programs they are interested in, and not others.	11/13/2023 7:24 AM
11	Assist agencies with improvements that will help the region.	11/10/2023 8:59 PM
12	Programs and solutions that require regional collaboration, funding, and coordination and programs that are too large for any one agency to effectively handle individually.	11/10/2023 10:47 AM
13	Good question, I think would be worth revisiting the charter of the JPA and then set priorities with the Executive and TAC for each fiscal year.	11/9/2023 12:18 PM
14	Through TUMF - Local infrastructure that impacts the most residents or provides the needed improvements for the area. Through IREN - Much needed energy efficiency projects. Advocacy for local control and agreed upon priorities.	11/9/2023 11:42 AM
15	The Current ones	11/9/2023 11:20 AM
16	TUMF	11/9/2023 8:45 AM
17	transportation has to be addressed in the region and somehow the Governor must understand the adverse impacts CDFW and HCD is having on affordable housing.	11/9/2023 8:42 AM
18	WRCOG should continue to look towards innovation and regional solutions to issues of its member agencies.	11/9/2023 8:14 AM
19	Edible food recovery	11/9/2023 7:51 AM
20	Jurisdiction support.	11/9/2023 7:32 AM
21	Emerging trends to land use, transportation, housing, and economy	11/9/2023 7:26 AM
22	Transportation, because that seems to be a consistent issue across the County.	11/9/2023 6:37 AM

Committee 2023 annual survey

23	Supporting regional planning efforts; providing technical assistance to us all; advocating for regional investments by the state, county, etc	11/8/2023 10:28 PM
24	Clean energy, climate change, air quality, homeless, affordable housing, best practice and model ordinance development	11/8/2023 8:50 PM
25	TUMF, IREN, Commercial PACE, WATER reservoir collaboration, Fed grant opportunities.	11/8/2023 8:00 PM
26	Innovative approaches to supporting local government in whatever the current issue is	11/8/2023 5:28 PM
27	Transportation	11/8/2023 5:25 PM

Q15 Are there any other thoughts you'd like to share?

Answered: 19 Skipped: 21

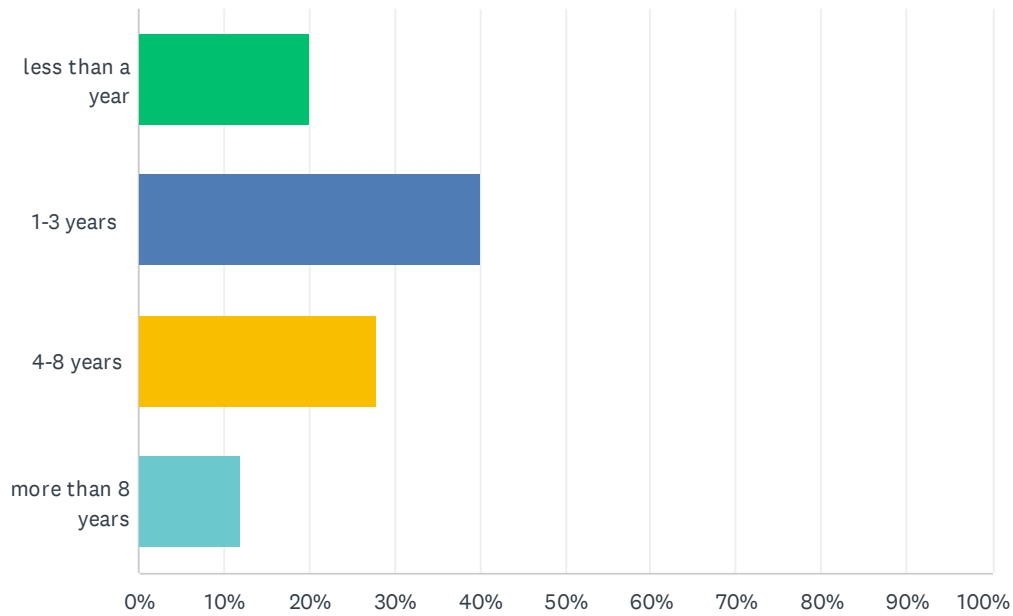
#	RESPONSES	DATE
1	Enjoyed the Fellowship program; would use it more if we could have this funded through WRCOG entirely.	11/28/2023 11:19 AM
2	no	11/14/2023 3:13 PM
3	Not at this time.	11/13/2023 3:39 PM
4	None	11/13/2023 11:42 AM
5	I am displeased with WRCOG's approach of regularly outsourcing programs that cities are obligated to follow. It would be more beneficial if they had trained staff readily available to offer assistance or guidance on these matters. If programs are consistently outsourced, it raises the question of the purpose of membership.	11/13/2023 8:35 AM
6	Still looking for more clarity on WRCOGs mission and value add. I'm not seeing a strong case currently for why it exists.	11/13/2023 7:24 AM
7	I recommend that WRCOG consider collaborating more closely with RCFC&WCD to help provide more regional solutions, funding, projects, etc... for NPDES programs. I also suggest that WRCOG consider being involved with regional grant applications for projects that span or benefit multiple jurisdictions and agencies. I am newer to the Solid Waste committee but I think more frequent meetings there could be helpful. I understand from a recent meeting our agency had with CalRecycle that they feel our meeting frequency is not enough.	11/10/2023 10:47 AM
8	Enjoying the new leadership. I believe the last many years of the prior leadership saw WRCOG venturing into areas likely outside the intent of the JPA.	11/9/2023 12:18 PM
9	I believe WRCOG is in a better financial position, that the staff is working well and efficiently, and that Dr. Kurt Wilson has brought with him invaluable skills that have greatly improved WRCOG and our staff.	11/9/2023 11:42 AM
10	no	11/9/2023 11:20 AM
11	I'd recommend changing the format for the way financials are presented.	11/9/2023 8:45 AM
12	I think WRCOG could have a strong voice on legislative matters.	11/9/2023 8:42 AM
13	No	11/9/2023 7:51 AM
14	I think we need to look at options to a different type of general assembly. Such as a breakfast or online voting something less labor intensive for staff.	11/9/2023 6:37 AM
15	I'm impressed with the team. Happy to be a part of this group!	11/8/2023 10:28 PM
16	Wish cities would work together more instead of serving self interests	11/8/2023 10:26 PM
17	I think we are on the right track.	11/8/2023 8:00 PM
18	Thanks to Kurt for his leadership	11/8/2023 5:28 PM
19	get out of the energy business	11/8/2023 5:25 PM

Attachment

WRCOG 2023 STAFF SURVEY RESULTS

Q1 I have worked here for _____.

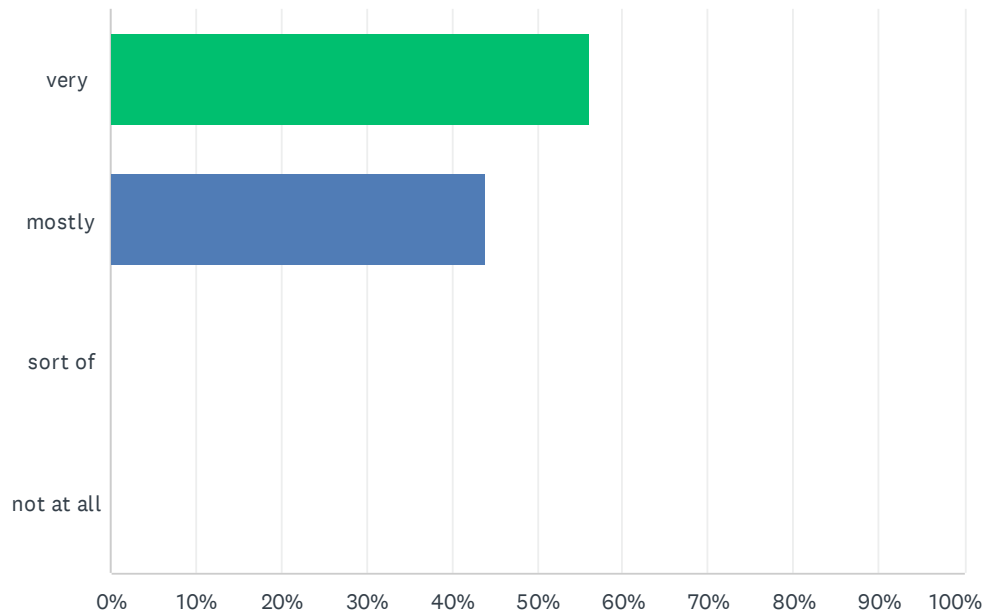
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
less than a year	20.00%	5
1-3 years	40.00%	10
4-8 years	28.00%	7
more than 8 years	12.00%	3
TOTAL		25

Q2 I am _____ happy working for WRCOG.

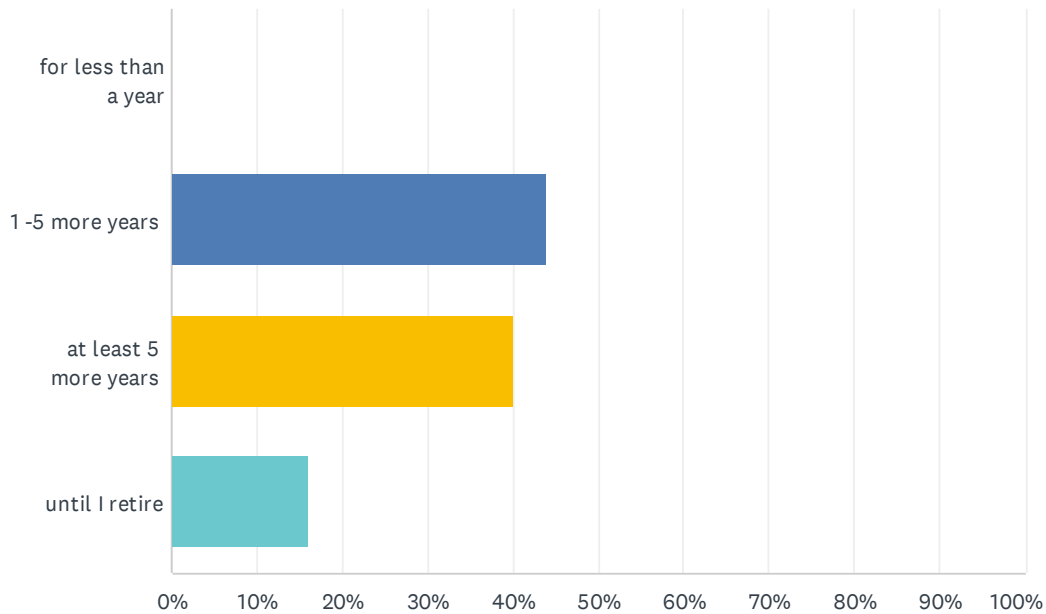
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
very	56.00%	14
mostly	44.00%	11
sort of	0.00%	0
not at all	0.00%	0
TOTAL		25

Q3 I plan to keep working here _____.

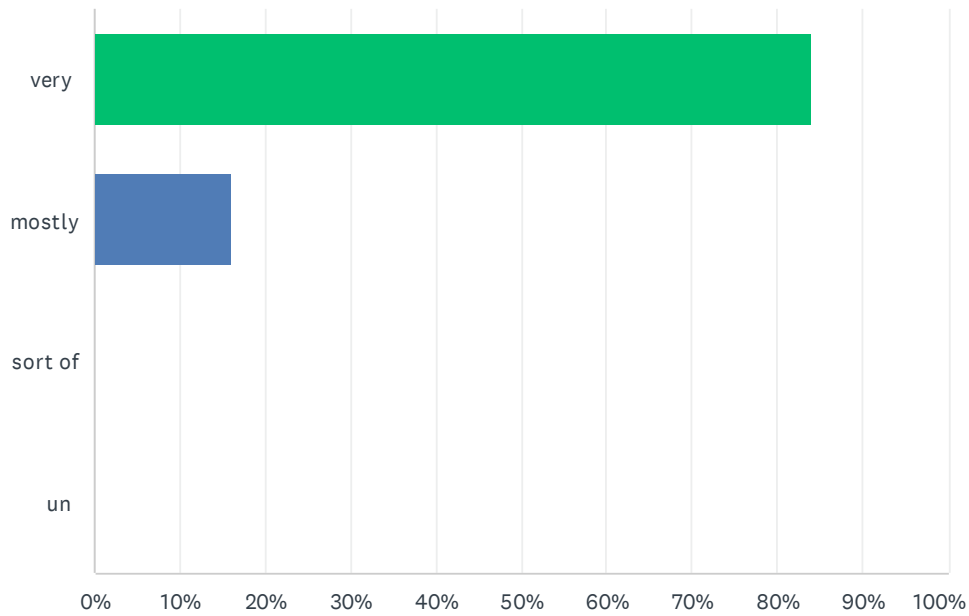
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
for less than a year	0.00%	0
1 -5 more years	44.00%	11
at least 5 more years	40.00%	10
until I retire	16.00%	4
Total Respondents: 25		

Q4 I feel _____ safe in my work environment.

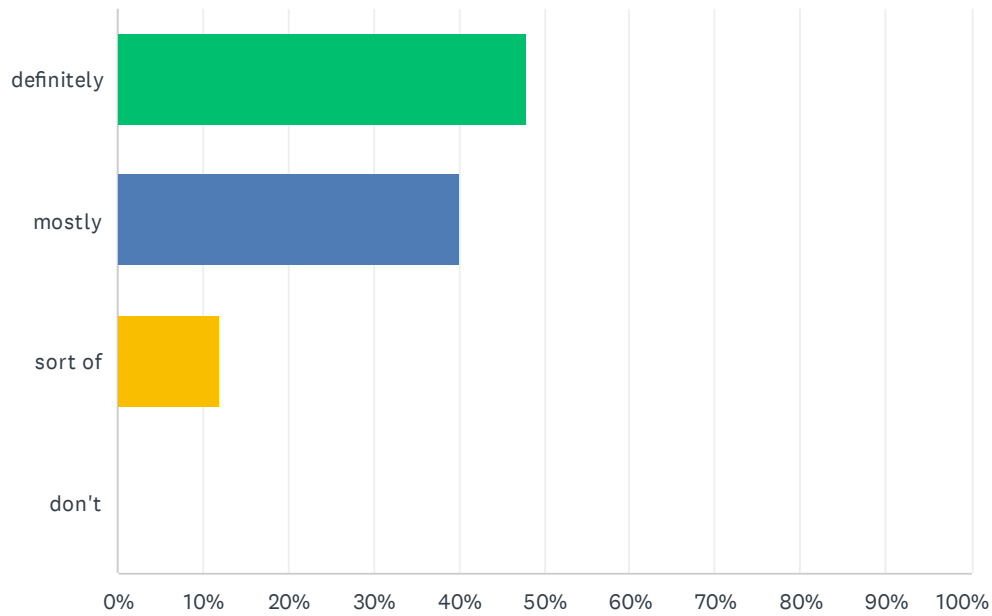
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
very	84.00%	21
mostly	16.00%	4
sort of	0.00%	0
un	0.00%	0
TOTAL		25

Q5 I _____ feel valued/seen at work.

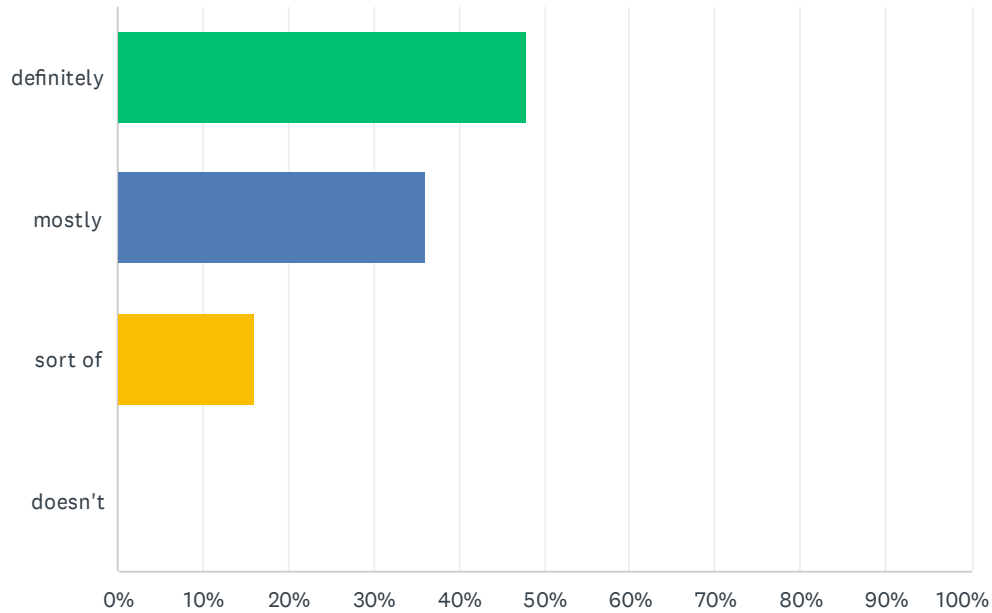
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	48.00%	12
mostly	40.00%	10
sort of	12.00%	3
don't	0.00%	0
TOTAL		25

Q6 WRCOG _____ care(s) about my professional growth and development

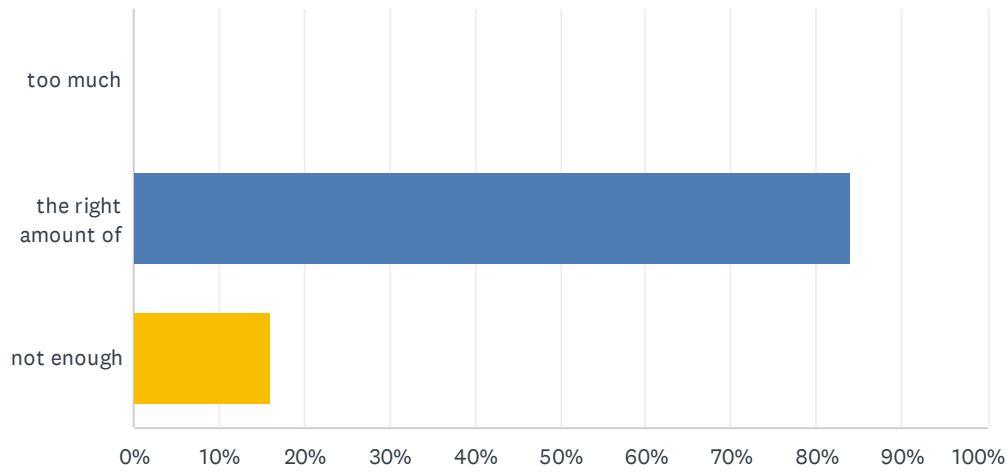
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	48.00%	12
mostly	36.00%	9
sort of	16.00%	4
doesn't	0.00%	0
TOTAL		25

Q7 I have _____ access to training to improve my skills.

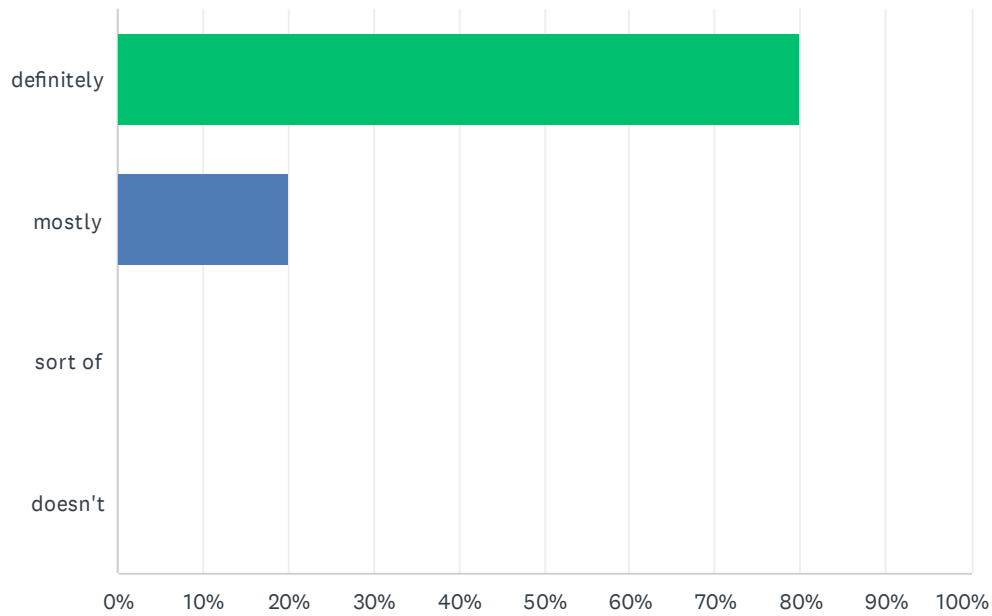
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
too much	0.00%	0
the right amount of	84.00%	21
not enough	16.00%	4
TOTAL		25

Q8 WRCOG _____ respect(s) my work-life balance

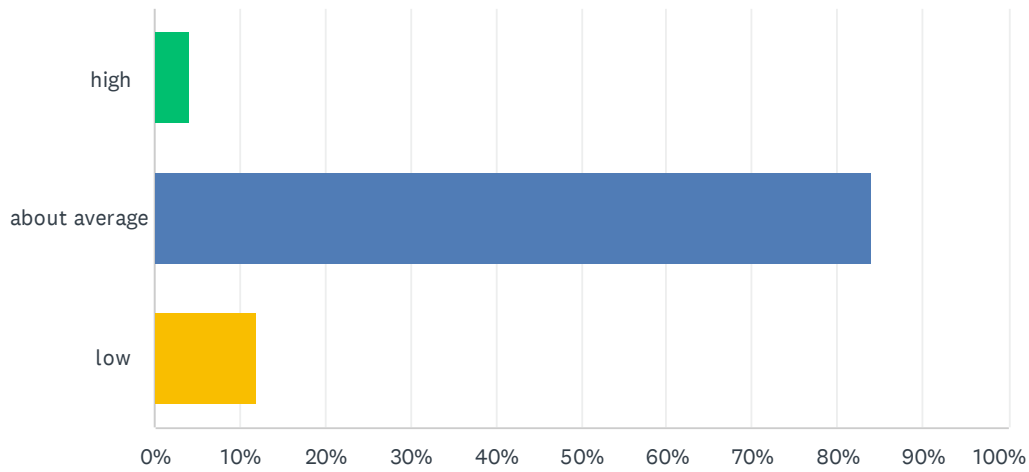
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	80.00%	20
mostly	20.00%	5
sort of	0.00%	0
doesn't	0.00%	0
TOTAL		25

Q9 My compensation level is _____ compared to market conditions.

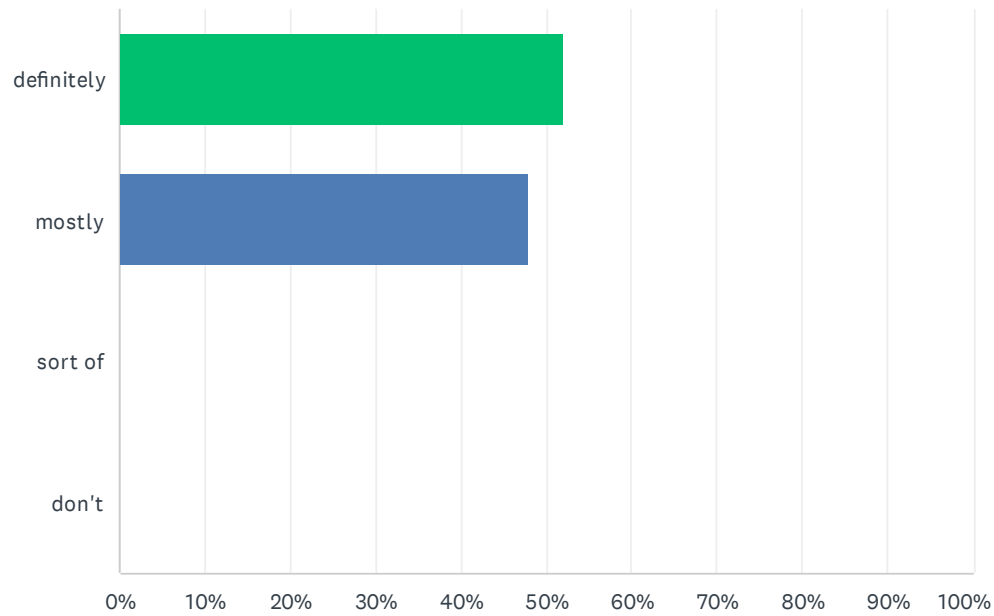
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
high	4.00%	1
about average	84.00%	21
low	12.00%	3
TOTAL		25

Q10 I _____ enjoy working with my colleagues.

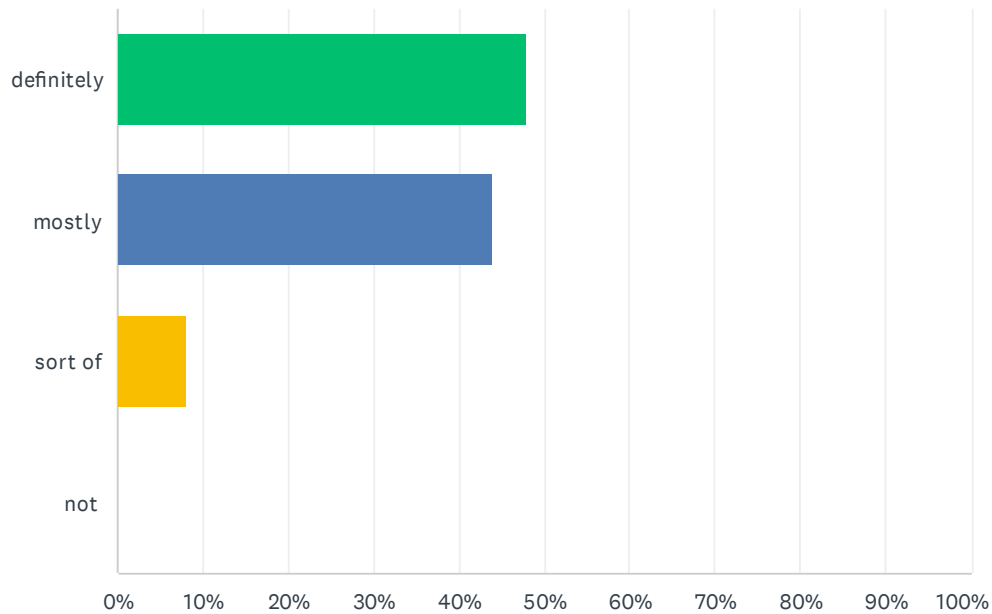
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	52.00%	13
mostly	48.00%	12
sort of	0.00%	0
don't	0.00%	0
TOTAL		25

Q11 My colleagues are _____ as committed to hard work as I am.

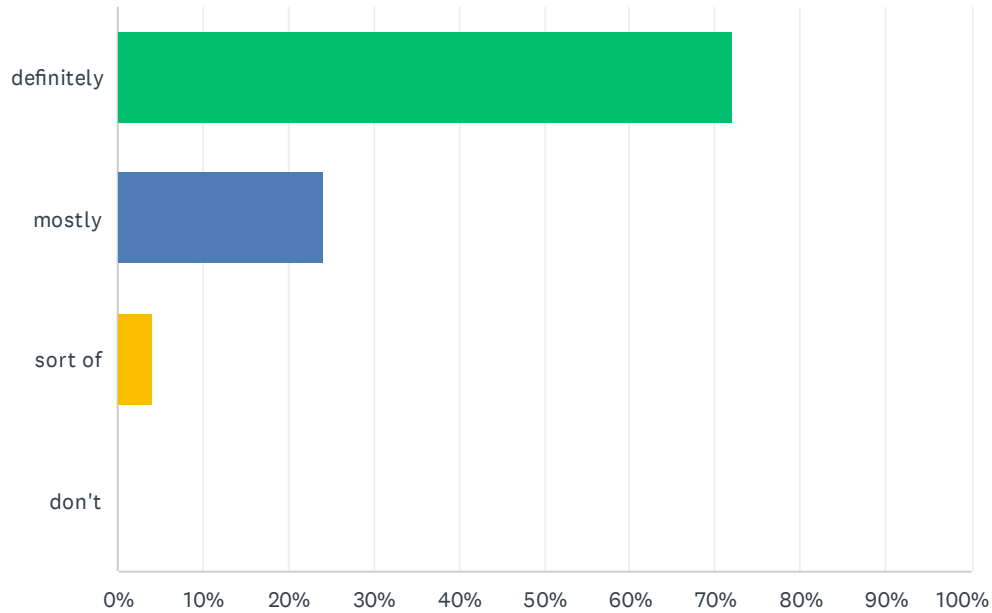
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	48.00%	12
mostly	44.00%	11
sort of	8.00%	2
not	0.00%	0
TOTAL		25

Q12 I _____ have confidence in the vision and abilities of senior management.

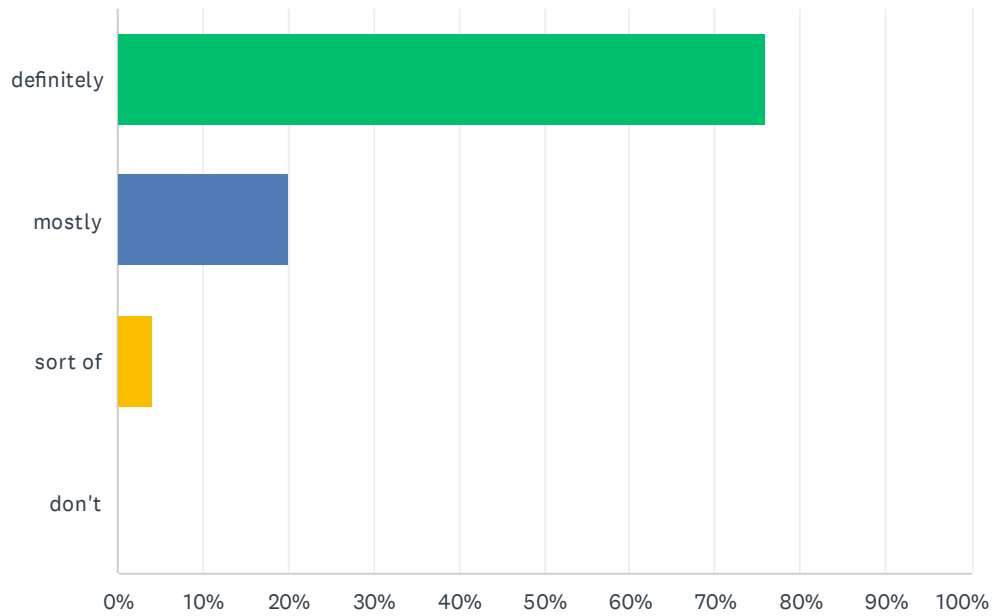
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	72.00%	18
mostly	24.00%	6
sort of	4.00%	1
don't	0.00%	0
TOTAL		25

Q13 I _____ bring value by providing meaningful work.

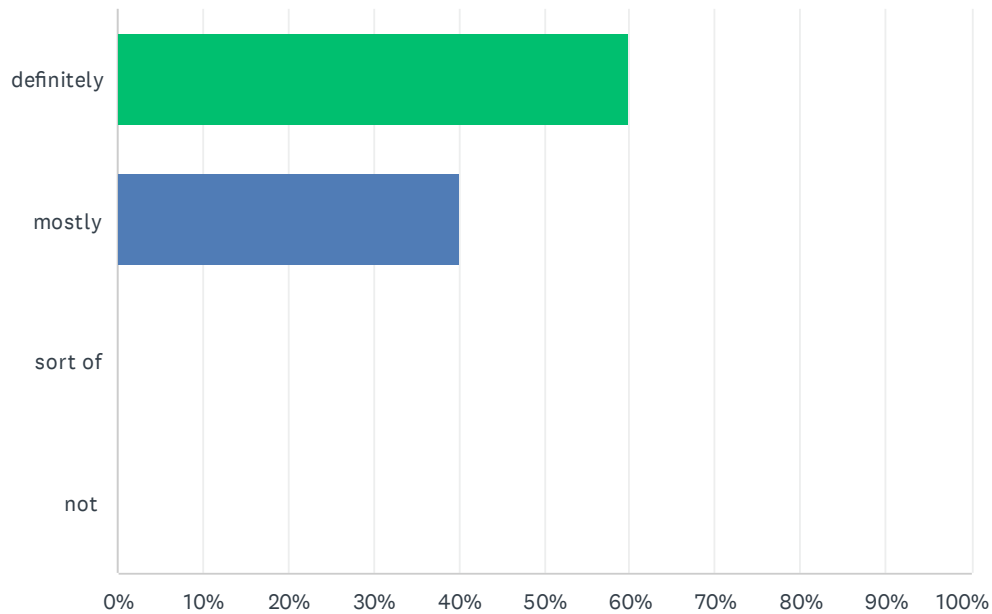
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	76.00%	19
mostly	20.00%	5
sort of	4.00%	1
don't	0.00%	0
TOTAL		25

Q14 WRCOG's reputation has _____ improved in the last few years.

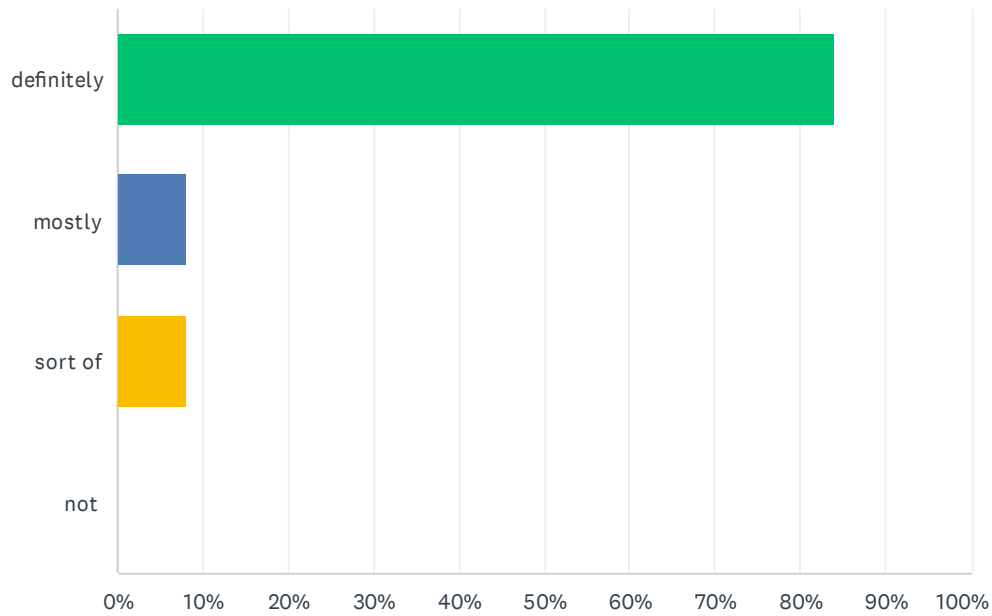
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	60.00%	15
mostly	40.00%	10
sort of	0.00%	0
not	0.00%	0
TOTAL		25

Q15 Remote work options are _____ important to me.

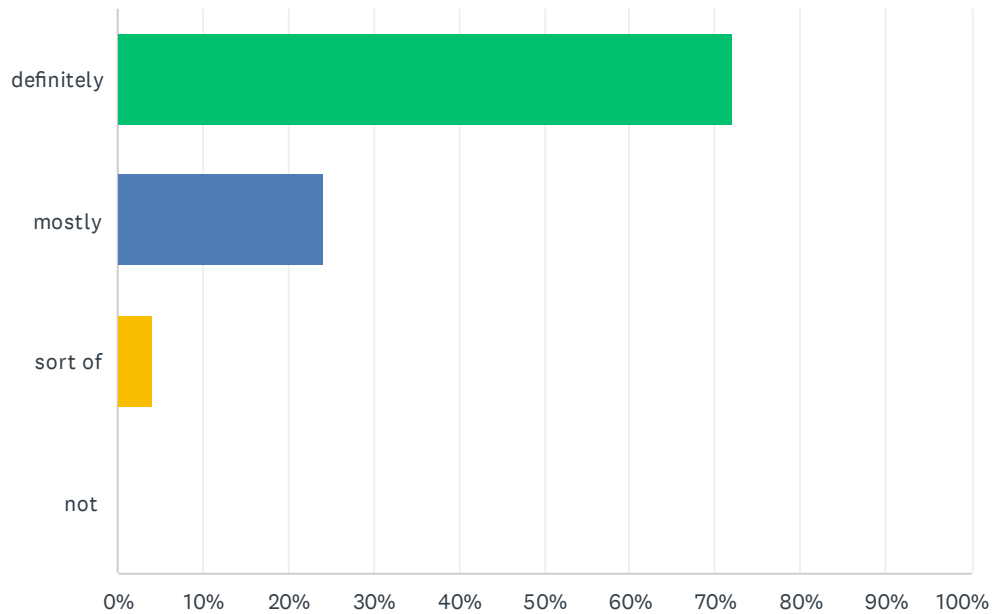
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	84.00%	21
mostly	8.00%	2
sort of	8.00%	2
not	0.00%	0
TOTAL		25

Q16 A modified work schedule is _____ important to me.

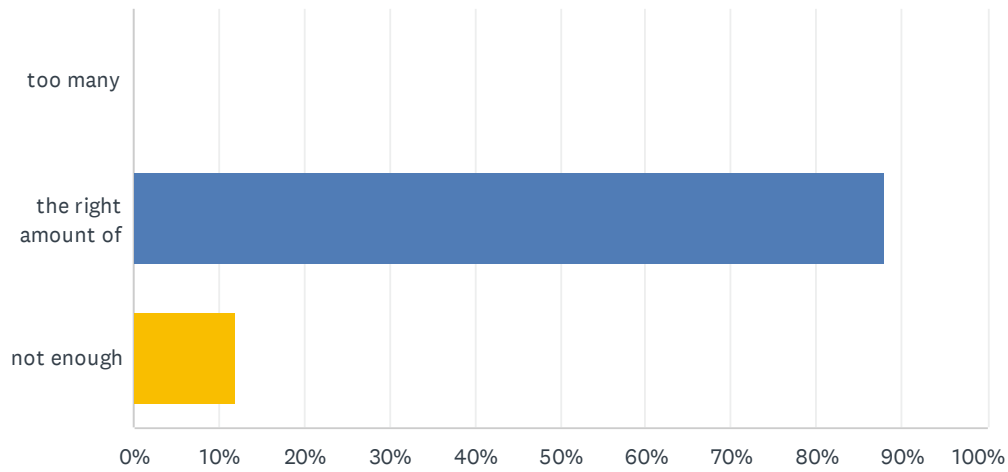
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	72.00%	18
mostly	24.00%	6
sort of	4.00%	1
not	0.00%	0
TOTAL		25

Q17 We have _____ opportunities for social interactions with coworkers.

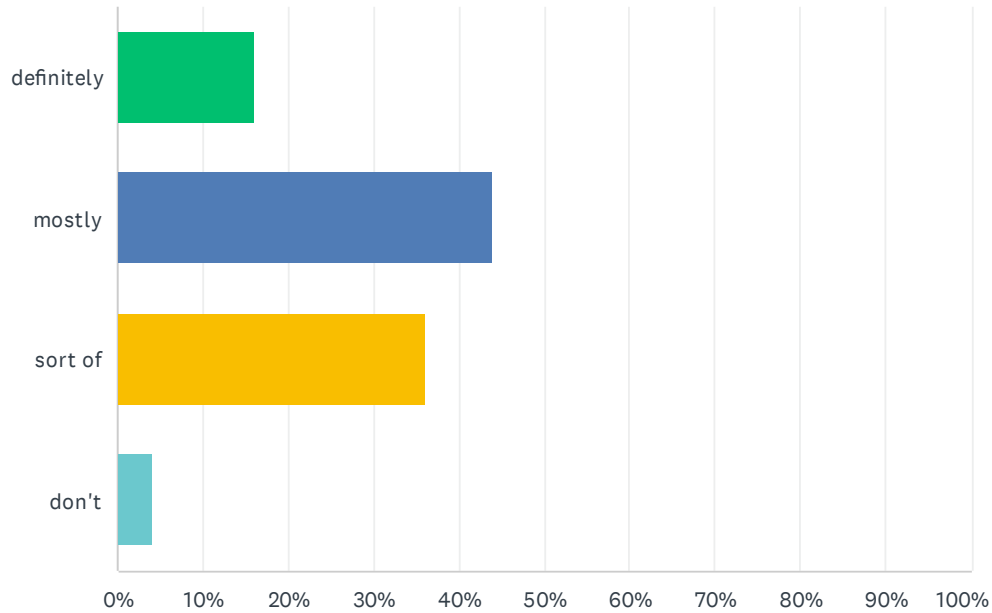
Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
too many	0.00%	0
the right amount of	88.00%	22
not enough	12.00%	3
TOTAL		25

Q18 Committee members _____ understand/appreciate the full scope and value of WRCOG.

Answered: 25 Skipped: 0



ANSWER CHOICES	RESPONSES	
definitely	16.00%	4
mostly	44.00%	11
sort of	36.00%	9
don't	4.00%	1
TOTAL		25

Q19 If we move offices, what should we consider for location and design?

Answered: 25 Skipped: 0

#	RESPONSES	DATE
1	More workspaces for collaboration- not just a conference room setting (smart board/TV, couch), a kitchen with a cooking surface/lunch room, good natural lighting, areas for walking, parking structure in the building, garden space, nearby eateries.	11/21/2023 4:40 PM
2	Murrieta, Menifee, and Perris	11/16/2023 9:57 AM
3	Location should be at a safe area. Design should be based off ratio of remote vs onsite work.	11/15/2023 11:05 AM
4	Within walking distance to food shops/restaurants	11/15/2023 10:17 AM
5	A centralized location within the county and access via public transportation, as we have staff who travel from within and outside the county; appropriately sized conference rooms for committee meetings, staff meetings, etc.; proper conference room technology to support meetings; proximity to restaurants; decent sized staff work space; decent sized storage room; if some Program Managers will have an office, ALL Program Managers should have an office. If staff are able to share work stations (rotating in-office work days), larger sized work space may be doable. Ergonomics should be thought of, e.g., rising desks / workstations. I feel we should consider owning, not leasing. WRCOG is around for the long haul, is it not?	11/14/2023 4:30 PM
6	I dont have a preference	11/14/2023 4:15 PM
7	Consider Moreno Valley or the east/ south side of Riverside- 215 at Meridian or Alessandro to avoid traffic back up in downtown. Consider some offices to be places where people in the office can go for telephone conversations and writing, since open cubes make it really hard to concentrate on calls and written work.	11/14/2023 7:55 AM
8	More conference rooms	11/13/2023 11:35 AM
9	Easily accessible, secure, affordable.	11/9/2023 8:08 AM
10	Please consider easily accessible location for longer distance commuters. Also, for the days I have to be in the office, I love the access to food and safe walking areas that we currently have and would greatly appreciate similar access with a new location.	11/8/2023 4:19 PM
11	I believe one of the biggest considerations the office should consider if they decide to move offices would be that they're accessible via public transportation whether it'd be bus or train.	11/8/2023 11:44 AM
12	proximity to member agencies, environment for staff such as the walkability of the surrounding area, diversity of places to eat for lunch, an office space that is open and fosters collaboration and teamwork.	11/8/2023 10:26 AM
13	Commute, employee parking accessibility and manager offices. The amount of open designated spaces is frustrating. I thankfully live close to the office but others do not the commute can take a toll on one for sure. Personally, I dislike traffic with a passion so I can sympathize with my colleagues having to sit in it for more than 2 hours to get home. Program managers should all have an office it should not be a first come first serve. I believe they all work hard and should have the privacy they need to conduct daily tasks.	11/8/2023 10:08 AM
14	location near the current one. People consider jobs based on location. If they accepted the job based on that and you change said location, it feels a bit like bait and switch. But, if WFH remains, location of building isn't nearly as important to me.	11/8/2023 9:10 AM
15	Please consider a central location for members and staff within a radius of Temecula, Banning/San Jacinto, to Corona/Eastvale area possibly with free and safe parking.	11/8/2023 8:51 AM
16	I think it would be great if our future location included EV chargers, as many staff drive EVs and or plug-in hybrids. I like the central location of being in downtown Riverside and would like to stay in DTR. An office with more amenities would be nice (gym, full kitchen, outdoor patios, etc).	11/8/2023 8:06 AM

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17	Close to freeways, centrally located to member agencies if possible, located in western Riverside County. A semi-open floorplan/desk positioning so that multiple people can have conversations and not be heard in other's meetings/phone calls - Currently It's hard to have calls/zoom meetings when my desk neighbors have a call/meeting as well. Striking a balance between cubicles vs. our current open floor plan would be good. Having 1-2 meeting rooms seems appropriate for meetings with vendors, member agency staff, consultants, our Committee meetings, and Departmental meetings. Having a closed-off front waiting area/reception area from the rest of where staff work for safety from visitors. Have a break room and outdoor eating/break place. Free or unpaid parking so staff don't run the risk of having to pay for parking. Good lighting and AC/Heating/Ventilation so that it's not dusty or stuffy if in an older building.	11/7/2023 5:32 PM
18	In between San Bernardino and Riverside. Office Building and safe neighborhood	11/7/2023 5:26 PM
19	Near a highway, since most staff travel on a highway to the office. In addition, the need to provide areas for staff to participate in virtual meetings without background noise.	11/7/2023 4:40 PM
20	Collaboration space, conference room space, parking, restaurants nearby	11/7/2023 4:22 PM
21	A new office space should have enough meeting rooms so that we are able to host a majority of our committee meetings in the office rather than having to schedule meetings through outside parties. I am less concerned about the actual office space and want to make sure we have sufficient meeting space.	11/7/2023 4:13 PM
22	Location should be central to our members, likely close to where we're currently at.	11/7/2023 4:05 PM
23	Centrally located, not farther south. Would be nice to be walking distance from restaurants for lunch. Hopefully in the future I can take public transit to work, but it also depends on Metrolink/RTA schedules Good size conference rooms, at least one the size of Citrus or larger, another the size of Palm, and a additional open space with a table would be nice too. Since staff work remote, work stations with docks that people can use each day would be great. Every staff person can have a locker or file cabinet for storage on site in a designated area. Or each team gets storage space. Maybe each department/ team has a shared working space with smaller desks to create collaboration when we're in the office. Lots of open space with a few private phone booths seems like a cool idea.	11/7/2023 4:01 PM
24	Smaller meeting spaces for team meetings. Good balance of natural light in the office.	11/7/2023 3:59 PM
25	Safe location for walking breaks, with near-ish options for meals (for meetings we feed members) or just lunch options for staff.	11/7/2023 3:53 PM

Q20 Is there anything else you'd like to share?

Answered: 12 Skipped: 13

#	RESPONSES	DATE
1	I've really enjoyed working at WRCOG. My team is excellent, and many of them make working here fun; some make it a challenge and should chill out a bit, but overall, it's a great team dynamic. The leadership is listening and is responsive to our needs. We are a small but effective agency, and it shows in the work product.	11/21/2023 4:40 PM
2	I appreciate the agency and it's efforts to hear feedback from its employees. I think it would be great for employee moral to have more in office events.	11/15/2023 11:05 AM
3	I have noticed a lot of attention given to staff improvement (job skills, task / project management, etc.) - I appreciate that. I feel like, as an agency, as well as within at department levels, we are starting to run like a well-oiled COG, pun completely intended.	11/14/2023 4:30 PM
4	I think our new Executive Director has done an outstanding job in the time he has been here. The introduction of the Strategic Plan not only identified a mission for WRCOG but I know what my role is in the effort. The communication among teams has increased. His vision of cross functional project management is visionary and will help with successional planning for the agency. I thing our staff feels valued that they are an integral part in our growth as an agency. I also appreciate the ability to seek and participate in training that enrich my career growth and goals.	11/14/2023 4:15 PM
5	WRCOG's internal operations have improved immensely since I began working here. There are still a few things that can be improved, namely with accounting, but overall, we are headed in the right direction.	11/9/2023 8:08 AM
6	WRCOG is a wonderful place to work and I am proud to contribute to this new family and will strive to keep it a safe and fun place for everyone.	11/8/2023 4:19 PM
7	While I do believe we have a solid work/life balance mechanism at WRCOG, I think looking at the job market, a lot of other agencies offer much more generous PTO policies. Giving employees more PTO every year would add to our work/life balance and it would increase morale.	11/8/2023 8:06 AM
8	I like the direction that WRCOG seems to be heading in as an overall organization and leadership. I like the training offerings that help staff develop professionally, trainings that work for WRCOG specifically, government in general, and even in private industry. I like the updated compensation. Overall seems like the changes implemented in the last few years have been good.	11/7/2023 5:32 PM
9	No	11/7/2023 4:22 PM
10	I would like WRCOG to do an in-depth evaluation of our benefits. I find that the majority of our benefits have limited utility for me personally. I also believe that our current HR Staff have limited understanding of the various benefit options and will require outside assistance to make any meaningful change.	11/7/2023 4:13 PM
11	Remote work is extremely important to me. I think we keep a good balance of creating intentional in-person days at the office. I take advantage when I'm in the office without having to go all the time which is great. I feel connected to my coworkers with the face time I get now. In promoting sustainability and resiliency, I think remote work aligns with WRCOG's goals.	11/7/2023 4:01 PM
12	n/a	11/7/2023 3:53 PM